

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of February 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Cooperative Contract 3-121101RJ to purchase one (1) 2013 Ford 1/2 Ton 4x4 Crew Cab Pickup Truck from Joe Machens Ford of Columbia, Missouri and dispose of one (1) 2006 Ford F-250 4WD Pickup Truck, fixed asset tag 15615.

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

Done this 28th day of February, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: February 19, 2013
RE: Cooperative Contract: 3-121101RJ – 2013 Ford ½ Ton 4x4 Crew Cab
Pickup Truck for Public Works

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation cooperative contract *3-121101RJ – 2013 Ford ½ Ton 4x4 Crew Cab Pickup Truck* with Joe Machens Ford of Columbia, Missouri to purchase a pickup truck.

Total cost of contract is \$28,557.00 and will be paid from department 2040 – PW Maintenance Operations, account 92400 – Replacement Auto / Trucks. \$140,250 was budgeted for replacement trucks for 2013 in department 2040.

The Purchasing Department requests permission to dispose of the following surplus: 2006 Ford F-250 4WD Pickup Truck, fixed asset tag 15615.

Attached is the Disposal Form for signature.

cc: Greg Edington, PW
Contract File



PURCHASE REQUISITION BOONE COUNTY, MISSOURI

2/7/13

REQUEST
DATE

507

Joe Machens Ford

VENDOR
NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE

ZIP

BID DOCUMENTATION

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

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

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

#3-121101RJ

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2040

Bill to Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 0	9 2 4 0 0	2013 Ford ½ Ton 4x4 Crew Cab Pickup Truck	1	25207	25207
2 0 4 0	9 2 4 0 0	12A/535 – Tow Package	1	320	320
2 0 4 0	9 2 4 0 0	12D – 3.5L EcoBoost 365HP	1	876	876
2 0 4 0	9 2 4 0 0	12E / 18A – Factory Running Boards	1	200	200
2 0 4 0	9 2 4 0 0	XLT Package	1	1954	1954
		Exterior Color: Red			
		Interior Color: Manufacturer's Standard			
		TOTAL			28557.00

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

Melinda Bobbitt

Prepared By

Melinda Bobbitt
Requesting Official

cg 2/20/13

Auditor Approval

BOONE COUNTY

RECEIVED

FEB - 8 2013

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE : February 7, 2013

FIXED ASSET TAG NUMBER: 15615

DESCRIPTION: 2006 Ford F-250 4WD Pickup Truck

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Serial Number: 1FTSX21536ED96530

CONDITION OF ASSET: Fair.

REASON FOR DISPOSITION: Equipment is planned for replacement in 2013.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

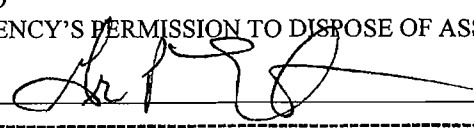
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 6/29/2006

RECEIPT INTO 2040-3835

ORIGINAL COST 21,768.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1605

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

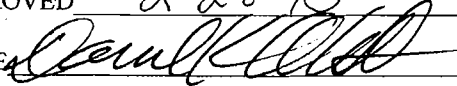
INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 92-2013

DATE APPROVED 2-28-13

SIGNATURE 

**PURCHASE AGREEMENT
FOR
2013 Ford ½ Ton 4x4 Crew Cab Pickup Truck
for the Boone County Public Works Department**

THIS AGREEMENT dated the 28th day of February 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Joe Machens Ford, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a 2013 Ford ½ Ton 4x4 Crew Cab Pickup Truck in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-121101RJ**, e-mail from Joe Machens dated February 6, 2013 detailing pricing of XLT add-on, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 3-121101RJ and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

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

- | | |
|---|-------------|
| • One (1) 2013 Ford ½ ton 4x4 Crew Cab Pickup Truck | \$25,207.00 |
| • Add Line 12A/535 – Tow Package | \$320.00 |
| • Add Line 12D – 3.5L EcoBoost 365HP | \$876.00 |
| • Add Line 12E / 18A – Factory Running Boards | \$200.00 |
| • Add XLT Package | \$1,954.00 |

TOTAL	\$28,557.00
-------	-------------

Exterior Color: Red

Interior Color: Manufacturer's Standard

3. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 90 days after receipt of order. Delivery shall be to Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201

4. **Title** – Title in the name of: Boone County Public Works. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

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

fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

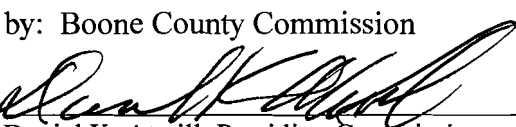
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

JOE MACHENS FORD, INC.

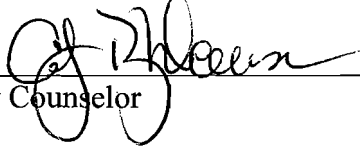
BOONE COUNTY, MISSOURI

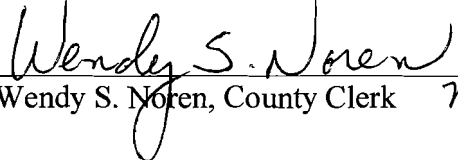
by 
title Fleet Manager

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

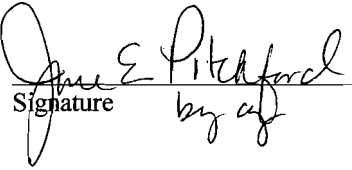
ATTEST:


County Counselor


Wendy S. Noren, County Clerk *my*

AUDITOR CERTIFICATION

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


Signature *by af*

2/20/13
Date

2040-92400 - \$28,557.00
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

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

From: Greg Edington
To: Melinda Bobbitt
Date: 2/6/2013 11:29 AM
Subject: Fwd: Joe Machens F150

FYI for Contract 3-121101RJ

Thanks,
Greg

>>> "Kelly Sells" <ksells@machens.com> 2/4/2013 12:26 PM >>>
Greg,

Here you go. To go from the XL trim package to the STX or XLT on a 2013 F150, your prices are below.

STX.\$428 extra

XLT.\$1,954 extra

Thanks,

Kelly Sells

Joe Machens Ford Lincoln

Fleet Manager

573.445.4411 ext. 119

1.800.745.4454

ksells@machens.com



Missouri Department of Transportation
Bid Tabulation of Request 3-121101RJ Light Duty Vehicles
Multiple Award
ALL VENDORS ALLOW COOP PURCHASES

VENDOR INFORMATION

Name: Don Brown Chevrolet
Contact name: Dave Helderbrand
Address Line: 2244 S. Kingshighway
Address Line: St. Louis, MO 63110
Telephone #: 314-772-1400
Cellular Phone #: NA
Email address: dave@donbrownchevrolet.com

Name: Joe Machens Ford
Contact name: Kelly Sells
Address Line: 1911 West Worley
Address Line: Columbia, MO 65203
Telephone #: 573-445-4411, ext. 119
Cellular Phone #: NA
Email address: ksells@machens.com

Name: Putnam Chevrolet
Contact name: Derek VanLoo
Address Line: 500 W. Buchanan
Address Line: California, MO 65018
Telephone #: 573-796-2131
Cellular Phone #: 573-338-1117
Email address: derek_vanloo@putnamchevrolet.com

Name: West Brothers
Contact name: John Schaefferkoetter
Address Line: PO Box 519
Address Line: Sullivan, MO 63080
Telephone #: 888-468-3178
Cellular Phone #: 573-205-3925
Email address: johns@westbrothers.com

Name: Joe Machens Capital City Ford
Contact name: Mike Rogers
Address Line: 807 Southwest Blvd
Address Line: Jefferson City, MO 65109
Telephone #: 573-634-4444
Cellular Phone #:
Email address: mrogers@machens.com

Name: Roberts Chevrolet
Contact name: Dean Meier
Address Line: 1600 E. Prairie View Road
Address Line: Platte City, MO 64079
Telephone #: 800-300-3575
Cellular Phone #:
Email address: fleet@robertscb.com

VENDOR INFORMATION

Name: Shawnee Mission Ford Inc.
Contact name: Jay Cooper
Address Line: 11501 W. Shawnee Mission Parkway
Address Line: Box 3179
Address Line: Shawnee, KS 66203-0179
Telephone #: 913-248-2287
Cellular Phone #: NA
Email address: jay.cooper@shawneemissionford.com

Name: Dave Sinclair Ford Inc.
Contact name: Les Williams
Address Line: 7466 S. Lindbergh
Address Line: St. Louis, MO 63125
Telephone #: 314-892-2600
Cellular Phone #: NA
Email address: lwilliams@davesinclair.com

Name: Gem City Ford
Contact name: Danny Schwartz
Address Line: 5101 Broadway
Address Line: Quincy, IL 62305-3505
Telephone #: 217-222-8700
Cellular Phone #: 217-257-9577
Email address: bpn@gemcityford.com

Name: Friendly Ford, Inc.
Contact name: Christopher Lawson
Address Line: 3241 S. Glenstone
Address Line: Springfield, MO 65804
Telephone #: 417-447-5652
Cellular Phone #:
Email address: friendlyford@gmail.com

Name: Blue Springs Ford
Contact name: Mike Hilker
Address Line: 3200 S. Outer Road
Address Line: Blue Springs, MO 64015
Telephone #: 816-229-4400
Cellular Phone #:
Email address: mhilker@bluespringsford.com



**Missouri Department of Transportation
Bid Tabulation of Request 3-121101RJ Light Duty Vehicles**

% Discount off MSRP for all Data Book or Pricing Guide Options

Vendor	% MSRP Discount
Don Brown Chevrolet	10%
Joe Machens Ford	5%
Putnam Chevrolet	10%
Shawnee Mission Ford Inc.	10%
Dave Sinclair Ford Inc.	10%
Blue Springs Ford	5%
West Brothers Chrysler/Chevrolet	10%
Roberts Chevrolet	10%
Joe Machens Capital City Ford	10%
Gem City Ford	0%
Friendly Ford, Inc.	0%



**Missouri Department of Transportation
Bid Tabulation of Request 3-121101RJ Light Duty Vehicles
Multiple Award**

ITEM # 12 - New standard equipped 2013 Half-Ton 4 X 4 Crew Cab Pickup
Options A-I apply. See Options Tab for details.

Vendor	Make/Model	GVWR	13 GAS 11 E85	18 GAS 14 E85	19 GAS 14 E85	26	6	223,267.00	Option Pricing								Std ARO (days)
									12A	12B	12C	12D	12E	12F	12G	12H		12I
Don Brown Chevrolet	CHEVROLET SILVERADO	7000	13 GAS 11 E85	18 GAS 14 E85	26	6	\$23,267.00	\$449.00	\$0.00	\$754 5.3 315HP	NA	\$495.00	\$549.00	NA	\$357 3.42	\$290 LT245/70R17 5-Ply	80
Putnam Chevrolet	CHEVROLET SILVERADO	7000	14 GAS 11 E85	19 GAS 15 E85	26	6	\$23,215.00	\$425.00	\$270.00	\$938 5.3L 315HP	NA	\$589 Aluminum running boards \$403 Stainless steel nerf bars	\$534.00	\$90 3.73	\$350 Any	\$180 LT 245/70R17	60-90
Joe Machens Ford	FORD F150	7350	14 GAS 10 E85	19 GAS 14 E85	36	7.7	\$25,207.00	\$320.00	NC	NA	\$876 3.5L EcoBoost 365HP	\$200.00	NC	NA	\$280 3.55	\$240 LT245/75R17E BSW A/T	60-90
Shawnee Mission Ford Inc.	FORD F150	7350	14 GAS 10 E85	19 GAS 14 E85	36	7.7	\$25,278.00	\$320.00	\$575.00	NA	\$934 3.5L V6 Eco-Boost 365HP	\$214 Platform running boards	STD	NA	\$299 3.55	\$256 LT245/75R17E	90-120
Dave Sinclair Ford Inc.	FORD F150	7350	14 GAS 10 E85	19 GAS 14 E85	36	6	\$25,353.00	\$320.00	\$532.00	NA	\$876 3.5L 365HP Eco- Boost	\$214.00	STD	NA	\$299 3.55	\$256 LT245/75R17E	60-90
Blue Springs Ford	FORD F150	7350	14 GAS 10 E85	19 GAS 14 E85	36	7.7	\$25,276.00	\$356.00	\$616 School Bus Yellow	NA	NA	\$237.00	INC	\$446 3.55 E- Lock	\$332 3.55	\$285 LT 245 BSW A/T	60-90
West Bros Chevrolet	CHEVROLET SILVERADO	7000	14	19	26		\$23,738.00	\$398.50	NA	\$897 5.3	NA	\$429.25	\$504.05	NA	\$335.75 3.42	NA	70
West Bros Chrysler	DODGE 1500	6600	13 GAS 13 E85	19 GAS 19 E85	32	6	\$22,321.00	\$285.00	NA	\$1114 5.7 390HP	NA	\$557.00	INC	\$43 3.92	\$276 3.55	NA	90-120
Joe Machens Capital City Ford	FORD F150	7350	14 GAS 10 E85	19 GAS 14 E85	38	8	\$25,177.00	\$320.00	NC	NA	\$876 3.5L V6 EcoBoost 365HP w/157" WB 3.7L V6 FPV N/A	\$214 Black platform running boards	STD	NA	\$289 3.55 Ltd Slip	STD	60-90
Gem City Ford	FORD F150	7350	14	19	36	7.7	\$25,877.00	\$300.00	NC	NA	\$935 3.5L Eco- Boost 365HP	\$215.00	INC	NA	\$300 3.73	INC	90
Friendly Ford, Inc.	FORD F150	7350	14 GAS 10 E85	19 GAS 14 E85	36	8	\$27,108.00	\$375.00	NC	\$876 3.5L V6 Eco-Boost 365HP	NA 3.7L 302HP	\$425.00	NC	NC 3.73	\$350 3.55	\$300 LT245/75R17E	60-90
Roberts Chevrolet	CHEVROLET SILVERADO	7000	13	18	26	6	\$23,398.00	\$423 4.8L Trailer hitch platform, 7 wire harness \$472 5.3L HD suspension & HD cooling	NA	\$743 5.3L 315HP	NA	\$455 3" chrome tubes	\$534.00	NC w/ 5.3L Requires KSL	\$356 3.42	\$180 LT245/70R17 All-Terrain 5 Ply Load Range C	45-100



**Missouri Department of Transportation
Bid Tabulation of Request 3-121101RJ Light Duty Vehicles
Multiple Award**

****See each Bid Tab Item Page to see what options apply to that Item.**

ITEM # 12 - New standard equipped 2013 Half-Ton 4 X 4 Crew Cab Pickup

All units must contain the following options:

Standard 4.6 L 8 cylinder gas engine
Manufacturer's standard rear end axle ratio
Automatic transmission
Air conditioning
LH & RH exterior mirrors
Tires:(4) manufacturer's standard all season, plus full size spare and wheel
Rubber flooring
Minimum GVWR 6,000 LB
Long Bed – 8ft.
Brakes 4-wheel anti-lock braking system (ABS)
Speed control and tilt wheel
Vinyl seats

Optional Equipment

Towing Package: Manufacturer's Standard to include heavy duty charging, engine

- Option 12A:** oil, and transmission cooling, Class III frame hitch/receiver and 4 pin wiring installed plus wiring harness for 7 pin.
- Option 12B:** Exterior color to be Federal Standard #595B "Highway Yellow"
- Option 12C:** Alternate larger V8 gas engine
- Option 12D:** Alternate smaller V6 gas engine
- Option 12E:** 2 Full-length factory cab steps or running boards (One on Drivers side, one on Passenger side)
- Option 12F:** Power Windows and Door Locks
- Option 12G:** Optional Rear Axle Ratio
- Option 12H:** Limited Slip Rear Axle Axle Ratio
- Option 12I:** LT. 6 ply. tires in lieu of 4 ply.standard tires

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES - PROCUREMENT
830 MoDOT Drive, Jefferson City, MO
65102

REQUEST NO.	3-121101RJ
DATE	October 11, 2012
PAGE NO.	1

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 pm., Local Time, November 1, 2012

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered
Various End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Reva Jones

BUYER TELEPHONE: 573-526-2744

BUYER EMAIL: reva.jones@modot.mo.gov

EQUIPMENT

Light Duty Vehicles

To establish a contract to furnish "light duty vehicles" in accordance with the following pages.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
 Telephone No.: _____
 Fax No.: _____
 Federal I.D. No. _____
 Email Address: _____

Firm Name: _____
 Address: _____
 By (Signature): _____
 Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide light duty vehicles for the locations in the State of Missouri (listed on page 2 of this document) through the end of the 2013 model year, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). MoDOT's Multimodal Transit Section may utilize this bid. Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m. CDT, November 1, 2012.

RFB COORDINATOR:

Reva Jones, Senior General Services Specialist
Missouri Department of Transportation, General Services
830 MoDOT Drive
Jefferson City, MO 65109

PHONE: 573-526-2744

FAX: 573-526-6948

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of light duty vehicles as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Page(s)
 - 5) Vendor Information and Preference Certification Form
 - 6) Notice Of Cooperative Purchasing
 - 7) Anti-Collusion Statement
 - 8) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide light duty vehicles on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- 2.1.6 This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

2.2 Required Specifications:

- a. All materials, equipment, and/or services bid upon must comply with the included MoDOT specifications and any other provisions outlined in the solicitation documents.

2.3 Delivery Requirements:

2.3.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No vehicles will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

2.3.2 The contractor shall deliver the products specified herein to the following MoDOT locations:

- a. St. Joseph, Missouri 64502
- b. Macon, Missouri 63552
- c. Hannibal, Missouri 63401
- d. Lee's Summit, Missouri 64064-8002
- e. Jefferson City, Missouri 65102
- f. Chesterfield, Missouri 63017-5712
- g. Joplin, Missouri 64802
- h. Springfield, Missouri 65801
- i. Willow Springs, Missouri 65793

- j. Sikeston, Missouri 63801
- k. MoDOT's Multimodal Transit Section will require vehicles to be delivered statewide.

2.4 Contract/Purchase Order:

2.4.1 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification

2.5 Invoicing and Payment Requirements:

- 2.5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.5.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.5.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.5.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.5.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.5.6 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.5.7 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.6 Other Contractual Requirements:

- 2.6.1 Contract Period - The contract shall commence from the date of award until the end of the model year with up to two (2) one-year renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.6.2 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.

2.6.3 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

2.6.4 Net Delivered Price - the unit(s) shall be delivered complete and ready for use to the delivery destinations.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked "3-121101RJ Light Duty Vehicles".
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.6 Contract Award: This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine purchasing decisions are price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models.

- a. MoDOT's Multimodal Transit Section may utilize this contract. If so, their purchases will be based on Lowest and Best base price only.
- b. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

Required Vehicle Specifications
(To be submitted with each item on bid)

Make _____

Model _____

Engine Size in Liters: _____

Transmission Size: _____

Tire Size 1: _____

Tire Size 2: _____

GVWR: _____

Fuel Type: _____

Fuel Capacity 1: _____

Fuel Capacity 2: _____

Drive Train: _____

Oil Capacity: _____

Air Conditioning: _____

Cruise Control: _____

Warranty Information -

Standard Warranty: _____

Begin Date: _____

Extended Warranty: _____

Begin Date: _____

Pricing Sheets for 2013 Vehicles

ITEM # 1 - New standard equipped 2013 Mid-Size 4 X 2 Regular Cab

ACCEPTABLE MAKES AND MODELS:

Dodge Dakota Regular Cab
Chevrolet Colorado Regular Cab / GMC Canyon Regular Cab
Ford Ranger Regular Cab

All units must contain the following options:

1. Standard 3.7 Liter minimum gasoline engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires: (4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum 4,800 lb GVWR
9. Bed: Minimum 5 Feet
10. Cab: Extended
11. Brakes, 4 wheel anti-lock braking system (ABS)
12. Speed control and tilt wheel
13. Vinyl seats

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 1

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 1A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 1B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 1C. Alternate V4 Gas Engine (Deduct) (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

OPTIONAL EQUIPMENT PRICES, Item # 1 continued

Option 1D. Alternate V8 Flex Fuel Engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 1E. 2 Full-length factory cab steps or running boards (One on Drivers Side, one on Passenger side)

EACH \$ _____

Option 1F. Power Windows and Door Locks

EACH \$ _____

Option 1G. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 1H. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 1I. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 2 - New standard equipped 2013 Mid-Size 4 X 2 Extended Cab

ACCEPTABLE MAKES AND MODELS:

Dodge Dakota Extended Cab
Chevrolet Colorado Extended Cab / GMC Canyon Extended Cab
Ford Ranger Extended Cab

All units must contain the following options:

1. Standard 3.7 Liter minimum gasoline engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires: (4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum 4,800 lb GVWR
9. Bed: Minimum 5 Feet
10. Cab: Extended
11. Brakes, 4 wheel anti-lock braking system (ABS)
12. Speed control and tilt wheel
13. Vinyl seats

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 2

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 2A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 2B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 2C. Alternate V4 Gas Engine (Deduct) (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

OPTIONAL EQUIPMENT PRICES, Item # 2 continued

Option 2D. Alternate V8 Flex Fuel Engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 2E. 2 Full-length factory cab steps or running boards (One on Drivers Side, one on Passenger side)

EACH \$ _____

Option 2F. Power Windows and Door Locks

EACH \$ _____

Option 2G. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 2H. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 2I. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM #3 - New standard equipped 2013 Mid-Size 4 X 2 Crew Cab

ACCEPTABLE MAKES AND MODELS:

Dodge Dakota Crew Cab
Chevrolet Colorado Crew Cab / GMC Canyon Crew Cab
Ford Ranger Crew Cab

All units must contain the following options:

1. Standard 3.7 Liter minimum gasoline engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires: (4) manufacturer's standard all season, plus full size spare and wheel (Size _____)
7. Rubber flooring
8. Minimum 4,800 lb GVWR
9. Bed: Minimum 5 Feet
10. Cab: Extended
11. Brakes, 4 wheel anti-lock braking system (ABS)
12. Speed control and tilt wheel
13. Vinyl seats

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 3

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 3A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 3B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 3C. Alternate V4 Gas Engine (Deduct) (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

OPTIONAL EQUIPMENT PRICES, Item # 3 continued

Option 3D. Alternate V8 Flex Fuel Engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 3E. 2 Full-length factory cab steps or running boards (One on Drivers Side, one on Passenger side)

EACH \$ _____

Option 3F. Power Windows and Door Locks

EACH \$ _____

Option 3G. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 3H. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 3I. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 4 - New standard equipped 2013 Mid-Size 4 X 4 Regular Cab

ACCEPTABLE MAKES AND MODELS:

Dodge Dakota Regular Cab
Chevrolet Colorado Regular Cab / GMC Canyon Regular Cab
Ford Ranger Regular Cab

All units must contain the following options:

1. Standard 3.7 Liter minimum gasoline engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires: (4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum 4,800 lb GVWR
9. Bed: Minimum 5 Feet
10. Cab: Extended
11. Brakes, 4 wheel anti-lock braking system (ABS)
12. Speed control and tilt wheel
13. Vinyl seats

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 4

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 4A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 4B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 4C. Alternate V4 Gas Engine (Deduct) (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

OPTIONAL EQUIPMENT PRICES, Item # 1 continued

- Option 4D. Alternate V8 Flex Fuel Engine (state size and horsepower) E-85 compatible? _____
EACH \$ _____ SIZE _____ HORSEPOWER _____
- Option 4E. 2 Full-length factory cab steps or running boards (One on Drivers Side, one on Passenger side)
EACH \$ _____
- Option 4F. Power Windows and Door Locks
EACH \$ _____
- Option 4G. Optional Rear Axle Ratio Axle Ratio _____
EACH \$ _____
- Option 4H. Limited Slip Rear Axle Axle Ratio _____
EACH \$ _____
- Option 4I. LT, 6 ply tires in lieu of 4 ply standard tires Size _____
EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 5 - New standard equipped 2013 Mid-Size 4 X 4 Extended Cab

ACCEPTABLE MAKES AND MODELS:

Dodge Dakota Extended Cab
Chevrolet Colorado Extended Cab / GMC Canyon Extended Cab
Ford Ranger Extended Cab

All units must contain the following options:

1. Standard 3.7 Liter minimum gasoline engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires: (4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum 4,800 lb GVWR
9. Bed: Minimum 5 Feet
10. Cab: Extended
11. Brakes, 4 wheel anti-lock braking system (ABS)
12. Speed control and tilt wheel
13. Vinyl seats

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 5

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 5A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 5B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 5C. Alternate V4 Gas Engine (Deduct) (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

OPTIONAL EQUIPMENT PRICES, Item # 5 continued

Option 5D. Alternate V8 Flex Fuel Engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 5E. 2 Full-length factory cab steps or running boards (One on Drivers Side, one on Passenger side)

EACH \$ _____

Option 5F. Power Windows and Door Locks

EACH \$ _____

Option 5G. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 5H. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 5I. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 6 - New standard equipped 2013 Mid-Size 4 X 4 Crew Cab

ACCEPTABLE MAKES AND MODELS:

Dodge Dakota Crew Cab
Chevrolet Colorado Crew Cab / GMC Canyon Crew Cab
Ford Ranger Crew Cab

All units must contain the following options:

1. Standard 3.7 Liter minimum gasoline engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires: (4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum 4,800 lb GVWR
9. Bed: Minimum 5 Feet
10. Cab: Extended
11. Brakes, 4 wheel anti-lock braking system (ABS)
12. Speed control and tilt wheel
13. Vinyl seats

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 6

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 6A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 6B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 6C. Alternate V4 Gas Engine (Deduct) (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

OPTIONAL EQUIPMENT PRICES, Item # 6 continued

Option 6D. Alternate V8 Flex Fuel Engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 6E. 2 Full-length factory cab steps or running boards (One on Drivers Side, one on Passenger side)

EACH \$ _____

Option 6F. Power Windows and Door Locks

EACH \$ _____

Option 6G. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 6H. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 6I. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 7 - New standard equipped 2013 Half-Ton 4 X 2 Regular Cab Pickup Truck

ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
Standard Chevrolet 1500 Silverado/GMC Sierra
Standard Dodge Ram 1500

All units must contain the following options:

1. Standard, 4.7L 8 cylinder gas engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds ____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum GVWR 6,000 lb
9. Long Bed – 8ft. wide type
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 7

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 7A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 7B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 7C. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

IS THIS ENGINE E-85 COMPATIBLE? _____

Option 7D. Alternate smaller V6 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item #7 continued

Option 7E. 2 Full-length factory cab steps or running boards. (One on Drivers Side, one on Passenger side.)

EACH \$ _____

Option 7F. Power Windows and Door Locks

EACH \$ _____

Option 7G. 6' Bed in lieu of 8' bed

EACH \$ _____

Option 7H. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 7I. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 7J. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Option 7K. Trailer type exterior mirrors in lieu of standard

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 8 - New standard equipped 2013 Half-Ton 4 X 2 Extended Cab Pickup Truck

ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
Standard Chevrolet 1500 Silverado/GMC Sierra
Standard Dodge Ram 1500

All units must contain the following options:

1. Standard minimum gas 4.7 engine 8 cylinder (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors.
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size)_____
7. Rubber flooring
8. Minimum GVWR 6,000 lb
9. Long Bed – 8ft. wide type
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 8

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 8A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 8B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 8C. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

IS THIS ENGINE E-85 COMPATIBLE? _____

Option 8D. Alternate smaller V6 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item #8 continued

Option 8E. 2 Full-length factory cab steps or running boards. (One on Drivers Side, one on Passenger side.)

EACH \$ _____

Option 8F. Power Windows and Door Locks

EACH \$ _____

Option 8G. 6' Bed in lieu of 8' bed

EACH \$ _____

Option 8H. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 8I. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 8J. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Option 8K. Trailer type exterior mirrors in lieu of standard

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 9 - New standard equipped 2013 Half-Ton 4 X 2 Crew Cab Pickup Truck

ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
Standard Chevrolet 1500 Silverado/GMC Sierra
Standard Dodge Ram 1500

All units must contain the following options:

1. Standard min. V8 4.7 Liter, minimum gas engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum GVWR 6,000 lb
9. Long Bed – 6ft. wide type
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 9

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 9A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 9B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 9C. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 9D. Alternate smaller V6 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 9E. 2 Full-length factory cab steps or running boards. (One on Drivers Side, one on Passenger side.)

EACH \$ _____

OPTIONAL EQUIPMENT PRICES, Item #9 continued

Option 9F. Power Windows and Door Locks

EACH \$ _____

Option 9G. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 9H. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 9I. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Option 9J. Trailer type exterior mirrors in lieu of standard

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 10 - New standard equipped 2013 Half-Ton 4 X 4, Regular Cab Pickup Truck

ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
Standard Chevrolet Silverado1500/GMC Sierra
Standard Dodge Ram 1500

All units must contain the following options:

1. Standard min. V8 4.7L Liter, minimum gas engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds ____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size)_____
7. Rubber flooring
8. Minimum GVWR 6000 lbs minimum
9. Auto locking hubs
10. Brakes 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Long bed 8ft. wide type
13. Vinyl seats

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 10

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 10A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 10B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 10C. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 10D. Alternate smaller V6 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

OPTIONAL EQUIPMENT PRICES, Item # 10 continued

Option 10E. 2 Full-length factory cab steps or running boards (One on Drivers Side, one on Passenger side)

EACH \$ _____

Option 10F. Power Window and Door locks

EACH \$ _____

Option 10G. 6' Bed in lieu of the 8' Bed

EACH \$ _____

Option 10H. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 10I. Limited Slip Rear Axle. Axle Ratio _____

EACH \$ _____

Option 10J. LT. 6 ply. tires in lieu of 4 ply. standard tires Size _____

EACH \$ _____

Option 10K. Trailer type exterior mirrors in lieu of standard

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 11 - New standard equipped 2013 Half-Ton 4 X 4 Extended Cab Pickup Truck

ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
Standard Chevrolet 1500 Silverado/GMC Sierra
Standard Dodge Ram 1500

All units must contain the following options:

1. Standard minimum gas 4.6 engine 8 cylinder (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
- 4: Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
7. Rubber flooring
8. Minimum GVWR 6,000 lb
9. Long Bed – 8ft. wide type
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 11

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 11A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 11B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 11C. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 11D. Alternate smaller V6 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 11E. 2 Full-length factory cab steps or running boards. (One on Drivers Side, one on Passenger side.)

EACH \$ _____

OPTIONAL EQUIPMENT PRICES, Item #11 continued

- Option 11F. Power Windows and Door Locks
EACH \$ _____
- Option 11G. 6' Bed in lieu of 8' bed
EACH \$ _____
- Option 11H. Optional Rear Axle Ratio Axle Ratio _____
EACH \$ _____
- Option 11I. Limited Slip Rear Axle Axle Ratio _____
EACH \$ _____
- Option 11J. LT. 6 ply tires in lieu of 4 ply standard tires Size _____
EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 12 - New standard equipped 2013 Half-Ton 4 X 4 Crew Cab Pickup Truck

ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
Standard Chevrolet 1500 Silverado/GMC Sierra
Standard Dodge Ram 1500

All units must contain the following options:

1. Standard min. V8 4.6 Liter, minimum gas engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size _____)
7. Rubber flooring
8. Minimum GVWR 6,000 lb
9. Long Bed – 6ft. wide type
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 12

Indicate the additional cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 12A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 12B. Exterior color to be Federal Standard #595B "Highway Yellow"

EACH \$ _____

Option 12C. Alternate larger V8 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 12D. Alternate smaller V6 gasoline engine (state size and horsepower) E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 12E. 2 Full-length factory cab steps or running boards. (One on Drivers Side, one on Passenger side.)

EACH \$ _____

OPTIONAL EQUIPMENT PRICES, Item # 12 continued

Option 12F. Power Windows and Door Locks

EACH \$ _____

Option 12G. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 12H. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Option 12I. LT. 6 ply tires in lieu of 4 ply standard tires Size _____

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 13 - New standard equipped 2013 (Compact) Sport Utility Vehicle 4 X 2

ACCEPTABLE MAKES AND MODELS:

Standard Ford Escape
Standard Jeep Patriot and Jeep Compass
Standard Chevrolet Equinox / GMC Terrain

All units must contain the following options:

1. Standard, 1.6L Turbo, 4 cylinder or 2.0L 4 cylinder minimum Gas Engine (Specify) (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. 4-speed automatic transmission
4. Air conditioning
5. LH & RH mirrors
6. Four manufacturer's all-season tires plus compact spare tire and wheel (Size) _____
7. Rubber flooring
8. Brakes 4-wheel anti-lock braking system (ABS)
9. Speed control and tilt wheel
10. Auto locking hubs
11. Wheelbase minimum 103"

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 13

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

Option 13A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 13B. Engine V- 6, 3.0 L or larger Minimum E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 13C. Power Windows and Door Locks

EACH \$ _____

OPTIONAL EQUIPMENT PRICES, Item # 13 – Continued

Option 13D. Optional Rear Axle Ratio Axle Ratio _____
EACH \$ _____

Option 13E. Limited Slip Rear Axle Axle Ratio _____
EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 14 - New standard equipped 2013 (Compact) Sport Utility Vehicle 4 X 4

ACCEPTABLE MAKES AND MODELS:

Standard Ford Escape
Standard Jeep Patriot and Jeep Compass
Standard Chevrolet Equinox / GMC Terrain

All units must contain the following options:

1. Standard, 1.6L Turbo, 4 cylinder or 2.0L 4 cylinder minimum Gas Engine (Specify) (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. 4-speed automatic transmission
4. Air conditioning
5. LH & RH mirrors
6. Four manufacturer's all-season tires plus compact spare tire and wheel (Size) _____
7. Rubber flooring
8. Brakes 4-wheel anti-lock braking system (ABS)
9. Speed control and tilt wheel
10. Auto locking hubs
11. Wheelbase minimum 103"

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 14

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

Option 14A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 14B. Engine V- 6, 3.0 L or larger Minimum E-85 compatible? _____

EACH \$ _____ SIZE _____ HORSEPOWER _____

Option 14C. Power Windows and Door Locks

EACH \$ _____

OPTIONAL EQUIPMENT PRICES, Item # 14 – Continued

Option 14D. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 14E. Limited Slip Rear Axle Axle Ratio _____

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 15 - New standard equipped 2013 (Full Size) Sport Utility Vehicle 4 X 2

ACCEPTABLE MAKES AND MODELS:

Standard Ford Explorer
Standard Chevrolet Tahoe
Standard Chevrolet Traverse

All units must contain the following options:

1. Standard minimum 2.0L Turbo 4 cylinder, 3.6L V6 or 5.3L V8 gasoline engine (Specify) (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. LH & RH exterior mirrors
5. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
6. Rubber flooring
7. Brakes 4-wheel anti-lock braking system (ABS)
8. Speed control and tilt wheel
9. Air Condition
10. Wheelbase 113" Minimum

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 15

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

Option 15A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 15B. Power Windows and Door Locks

EACH \$ _____

Option 15C. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 15D. Alternate Gas Engine (Size) _____ (Horsepower) _____ E-85 compatible? _____

EACH \$ _____

OPTIONAL EQUIPMENT PRICES, Item # 15 – Continued

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 16 - New standard equipped 2013 (Full Size) Sport Utility Vehicle 4 X 4

ACCEPTABLE MAKES AND MODELS:

Standard Ford Explorer
Standard Chevrolet Tahoe
Standard Chevrolet Traverse

All units must contain the following options:

1. Standard minimum 3.5L V6, 3.6L V6 or 5.3L V8 gasoline engine (Specify) (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds _____)
4. LH & RH exterior mirrors
5. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
6. Rubber flooring
7. Brakes 4-wheel anti-lock braking system (ABS)
8. Speed control and tilt wheel
9. Air Condition
10. Wheelbase 113" Minimum

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 16

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

Option 16A. Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 16B. Power Windows and Door Locks

EACH \$ _____

Option 16C. Optional Rear Axle Ratio Axle Ratio _____

EACH \$ _____

Option 16D. Alternate Gas Engine (Size) _____ (Horsepower) _____ E-85 compatible? _____

EACH \$ _____

OPTIONAL EQUIPMENT PRICES, Item # 16 – Continued

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

Item #17-- New standard equipped 2013 7- Passenger Extended Mini-Van, Alternative Fuel

ACCEPTABLE MAKES AND MODELS:

Chrysler Town and Country
Dodge Grand Caravan

All units must contain the following options:

1. Standard minimum 3.3 L 6 cylinder Flex Fuel E-85 engine (Size ___ Horsepower ___)
2. Manufacturer's standard rear end axle ratio (Ratio: _____)
3. Automatic transmission (Speeds ___)
4. Factory installed front and rear heat/air conditioning
5. LH & RH mirrors
6. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size)_____
7. 4 wheel anti-lock braking system (ABS)
8. Speed control and tilt wheel
9. Wheelbases 119" Minimum
10. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 17

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

Option 17A. Power windows and power door locks

EACH \$ _____

Option 17B. Towing Package: Manufacturer's standard to include heavy duty charging, engine oil and transmission cooling, Class III frame hitch and 4 pin wiring installed plus wiring harness for 7 pin

EACH \$ _____

Option 17C. Privacy Glass

EACH \$ _____

Option 17D. Defroster Rear Window, Electric

EACH \$ _____

OPTIONAL EQUIPMENT PRICES, Item # 17 – continued

Option 17E. Rear Windshield Wiper

EACH \$ _____

Option 17F. Optional Rear Axle Ratio

Axle Ratio _____

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 18 - New standard equipped 2013 Mid-Size 4-Door Sedan, Alternative Fuel

ACCEPTABLE MAKES AND MODELS:

Standard Chrysler Sebring
Standard Dodge Avenger
Standard Chevrolet Malibu
Standard Ford Fusion

All units must contain the following options:

1. Standard, minimum 1.6L 4 cylinder Turbo or 4 cylinder 2.4 L flex-fuel engine (Specify) (Size _____ Horsepower _____)
2. Automatic Transmission, (Speeds _____)
3. Air conditioning
4. LH & RH mirrors
5. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
6. ABS Brakes 4 Wheel
7. Brakes, Hydraulic power, front and rear disc
8. Speed control and tilt wheel
9. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 18

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 18A. Power windows and Door Locks

EACH \$ _____

Option 18B. Defroster Rear Window electric

EACH \$ _____

Option 18C. Alternate V6 or larger engine in lieu of 4 cylinder (Specify) (Size) _____ (Horsepower) _____

EACH \$ _____

E-85 Compatible? _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 19 - New standard equipped 2013 Mid-Size 4-Door Sedan, Gas Engine

ACCEPTABLE MAKES AND MODELS:

Standard Chrysler Sebring
Standard Dodge Avenger
Standard Chevrolet Malibu
Standard Ford Fusion

All units must contain the following options:

1. Standard, minimum 4 cylinder engine (Size _____ Horsepower _____)
2. Automatic Transmission
3. Air conditioning
4. LH & RH mirrors
5. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
6. ABS Brakes 4 Wheel
7. Brakes, Hydraulic power, front and rear disc
8. Speed control and tilt wheel
9. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

OPTIONAL EQUIPMENT PRICES, Item # 19

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 19A. Power windows and Door Locks

EACH \$ _____

Option 19B. Defroster Rear Window electric

EACH \$ _____

Option 19C. Alternate V6 engine in lieu of 4 cylinder (Size) _____ (Horsepower) _____

EACH \$ _____

Option 19D. Vinyl Seats

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 20 - New standard equipped 2013 Mid-Size 4-Door Sedan, Hybrid Engine

ACCEPTABLE MAKES AND MODELS:

Standard Ford Fusion

All units must contain the following options:

1. Hybrid engine (Size _____ Horsepower _____)
2. Automatic Transmission
3. Air conditioning
4. LH & RH mirrors
5. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
6. ABS Brakes 4 Wheel
7. Brakes, Hydraulic power, front and rear disc
8. Speed control and tilt wheel
9. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

OPTIONAL EQUIPMENT PRICES, Item # 20

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 20A. Power windows and Door Locks

EACH \$ _____

Option 20B. Defroster Rear Window electric

EACH \$ _____

Option 20C. Vinyl Seats

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 21 - New standard equipped 2013 Full Size 4-Door Sedan, Alternative Fuel

ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet Impala

All units must contain the following options:

1. 3.0 L 6, cylinder minimum flex fuel E-85 and gas engine. (Size _____ Horsepower _____)
2. Automatic, Transmission (Speeds _____)
3. Air conditioning
4. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size)_____
5. Brakes, Power 4-Wheel ABS
6. Speed control and tilt wheel
7. Body Side Molding
8. Power windows and door locks
9. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

IS THIS ENGINE E-85 COMPATIBLE? _____

IF SO WHAT IS E-85 MPG: CITY _____ HWY _____

OPTIONAL EQUIPMENT PRICES, Item # 21

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 21A. Defroster, Rear Window Electric

EACH \$ _____

Option 21B. Head Curtain Side air Bags Front and Rear

EACH \$ _____

Option 21C. Vinyl Seats

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 22 - New standard equipped 2013 Full Size 4-Door Sedan, Gas Engine

ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet Impala
Standard Ford Taurus

All units must contain the following options:

1. 6 cylinder gas engine. (Size _____ Horsepower _____)
2. Automatic, Transmission (Speeds _____)
3. Air conditioning
4. Tires:(4) manufacturer's standard all season, plus full size spare and wheel (Size) _____
5. Brakes, Power 4-Wheel ABS
6. Speed control and tilt wheel
7. Body Side Molding
8. Power windows and door locks
9. Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat

DEALER COMPLETE IN DETAIL:

2013 MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____

FUEL CAPACITY _____ OIL CAPACITY _____

OPTIONAL EQUIPMENT PRICES, Item # 22

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 22A. Defroster, Rear Window Electric

EACH \$ _____

Option 22B. Head Curtain Side air Bags Front and Rear

EACH \$ _____

Option 22C. Vinyl Seats

EACH \$ _____

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturer's Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address: Printed Name of Responsible Officer or Employee:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #: Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business .										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
If additional space is required, please attach an additional sheet and identify it as M/WBE Information										

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced .	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer light duty vehicles listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the light duty vehicle meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

SS.

_____ being first

duly sworn, deposes and says that he is _____

Title of Person Signing

of _____

Name of Bidder

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

**Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of \$100 per day, per item, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

Search Results

Current Search Terms: Joe* machens*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.610.20130129-1039

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



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 2013

In the County Commission of said county, on the 28th day of February 20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 07-01FEB13 – Pavement Marking Term & Supply to America’s Parking Remarkng, Inc. of St. Louis, MO. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 28th day of February, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: February 19, 2013
RE: 07-01FEB13 – Pavement Marking Term & Supply

07-01FEB13 – Pavement Marking Term & Supply opened on February 1, 2013. Four bids were received and Resource Management recommends award by low bid to America's Parking Remarketing, Inc. of St. Louis, MO.

This is a term and supply contract and invoices will be paid from department 2045 – Public Works Design & Construction, account 71100 – Outside Services. \$108,000.00 was budgeted for this service.

cc: Daniel Haid, Resource Management
Bid File

ATT: Bid Tabulation

**BID TABULATION: 07-01FEB13 -
Pavement Marking T&S**

		<i>America's Parking Remarking</i>	<i>K.W. Luettkemeyer</i>	<i>Zone Group, LLC</i>	<i>Streetwise, Inc.</i>
4.7. PRICING					
4.7.1.	Mobilization per striping / marking request (EA)	550.0000	975.0000	1200.0000	3400.0000
4.7.2.	Yellow Line, Double, Solid Centerline Stripe (LF)	0.1568	0.1870	0.1900	0.1800
4.7.3.	Yellow Line, Double, Solid / Intermittent Stripe (LF)	0.1568	0.3800	0.1900	0.1800
4.7.4.	Yellow Line, Solid, Single (LF)	0.0784	0.2500	0.1000	0.1100
4.7.5.	Yellow Wide Line, Solid	4.5000	3.7500	0.6800	3.0000
4.7.6.	Yellow Curb (LF)	0.8500	2.8500	1.8000	1.4000
4.7.7.	White Line, Solid, Edge (LF)	0.0784	0.1300	0.1000	0.1100
4.7.8.	White Line, Solid, Lane (LF)	0.0784	0.2500	0.1000	0.1100
4.7.9.	White Bar, Stop (EA)	52.0000	75.0000	30.0000	305.0000
4.7.10.	White Wide Line, Solid (LF)	4.5000	3.7500	0.6800	2.0000
4.7.11.	White Crosswalk (LF)	0.8500	30.0000	7.1100	10.0000
4.7.12.	White Yield Line (LF)	5.2500	20.0000	3.5100	10.0000
4.7.13.	White Turn Lane - Use Arrow (EA)	45.0000	45.0000	35.0000	35.0000
4.7.14.	White Turn and Through Lane - Use Arrow (EA)	45.0000	90.0000	70.0000	45.0000
4.7.15.	White Railroad Crossing (EA)	328.0000	325.0000	450.0000	175.0000
	Totals:	\$1,036.50	\$1,571.55	\$1,799.46	\$3,967.09
4.7.16.	Optional renewal increase for 1st renewal	3.00%	2.75%	5.00%	2.00%
4.7.17.	Optional renewal increase for 2nd renewal	3.00%	3.50%	5.00%	3.00%
4.7.18.	Optional renewal increase for 3rd renewal	3.00%	4.25%	5.00%	3.00%
4.9.	Coop (Y or N)	N	Y	N	Y
	Qualifications (Y or N)	Y	Y	Y	Y

No Bid

**PURCHASE AGREEMENT
FOR
Pavement Marking Term and Supply**

THIS AGREEMENT dated the 28th day of February 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **America's Parking Marking, Inc.** herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Pavement Marking**, County of Boone Request for Bid number **07-01FEB13**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **January 24, 2013** and executed by **Craig Cepicky**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda 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 the **date of award** and extend through **December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one (1) year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Pavement Marking services per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

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

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.

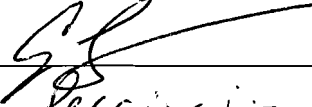
7. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

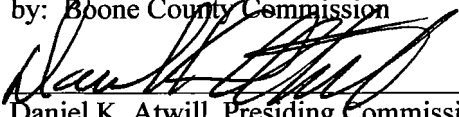
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any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

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

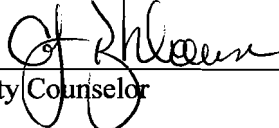
AMERICA'S PARKING REMARKING

by 
 title PRESIDENT
America's Parking Remarketing
 address **5640-B Telegraph Road**
Suite #220
St. Louis, MO 63129

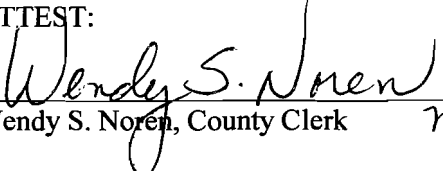
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

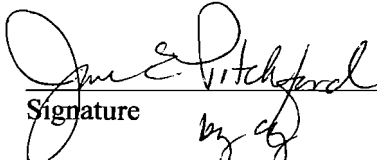

 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk *mg*

AUDITOR CERTIFICATION

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


 Signature *by dg*

Department 2045 / Account: 23001 Term/Supply

2/20/13 No Encumbrance Required
 Date Appropriation Account

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

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

shall govern.

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



AMERI-3

OP ID: SB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/13

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

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

PRODUCER GTPS Insurance Agency 1311 S. Neil P. O. Box 1007 Champaign, IL 61824-1007 Terrence L. Reno	217-373-6856 217-373-6857	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED America's Parking Remarkng Craig Cepicky 5640-B Telegraph Road Ste 220 St Louis, MO 63129	INSURER A: Acuity		14184
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			K78500	10/21/12	10/21/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			K78500	10/21/12	10/21/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			K78500-1	10/21/11	10/21/12	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			K78500	10/21/12	10/21/13	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Section			K78500	10/21/12	10/21/13	
A	Equipment Floate						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Boone is an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

COUNOBO County Of Boone- Missouri 613 East Ash Street Room #109 Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

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

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

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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

4. Response Form

4.1. Company Name:

America's Parking Marking

4.2. Address:

5640-B Telegraph Road
Suite #220

4.3. City/Zip:

St. Louis, MO 63129

4.4. Phone Number:

(314) 591-5643

4.5. Fax Number:

(314) 846-8133

4.6. Federal Tax ID:

75-3026772

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

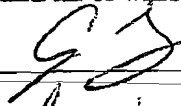
4.7. PRICING

Unit Price

4.7.1. Mobilization per striping/marketing request	\$	550.00	/E.A.
4.7.2. Yellow Line, Double, Solid Centerline Stripe	\$	.1568	/L.F.
4.7.3. Yellow Line, Double, Solid/Intermittent Stripe	\$	.1568	/L.F.
4.7.4. Yellow Line, Solid, Single	\$	.0784	/L.F.
4.7.5. Yellow Wide Line, Solid	\$	4.50	/L.F.
4.7.6. Yellow Curb	\$	.85	/L.F.
4.7.7. White Line, Solid, Edge	\$	.0784	/L.F.
4.7.8. White Line, Solid, Lane	\$	.0784	/L.F.
4.7.9. White Bar, Stop	\$	52.00	/E.A.
4.7.10. White Wide Line, Solid	\$	4.50	/L.F.
4.7.11. White Crosswalk	\$	.85	/L.F.
4.7.12. White Yield Line	\$	5.25	/L.F.
4.7.13. White Turn Lane-Use Arrow	\$	45.00	/E.A.
4.7.14. White Turn and Through Lane-Use Arrow	\$	45.00	/E.A.
4.7.15. White Railroad Crossing	\$	328.00	/E.A.
4.7.16. Optional Renewal Increase - 1 st Renewal		+ 3.0	%
4.7.17. Optional Renewal Increase - 2 nd Renewal		+ 3.0	%
4.7.18. Optional Renewal Increase - 3 rd Renewal		+ 3.0	%

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 the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.8.1. Authorized Representative (Sign By Hand):


CRAIG CEPICKY

4.8.2. Type or Print Signed Name:

4.8.3. Today's Date:

1/24/2013

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

ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: 25 If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
------	-----------	--------------------	-------------------

SEE ATTACHED LISTING

3. General type of work preformed:

PAINT PAVEMENT MARKING

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

- (a) Number of contracts on which default was made: NONE
(b) Description of defaulted contracts and reason therefore:

NONE

5. List references:

SEE ATTACHED LISTING

Dated at St. Louis, Missouri
this 24th day of January, 2013.

America's Parking Marking

Name of Organization(s)

By 
(Signature)

PRESIDENT

(Title of person signing)

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

County of St. Louis)
State of Mo.)ss
)

My name is CRAIG CEPICKY. I am an authorized agent of AMERICA'S PARKING REMARKING, INC.
(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.

SJ - 1/24/2013
Affiant Date
CRAIG CEPICKY
Printed Name

Subscribed and sworn to before me this 24th day of January, 2013



VICKY L. GROTH
My Commission Expires
July 10, 2014
St. Louis County
Commission #10911279

Vicky L. Groth
Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling or the last page of that Memorandum that includes your firm's name with confirmation of enrollment.



Company ID Number: 189709

**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 **AMERICAS PARKING REMARKING, INC.** (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: 189709

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: AMERICAS PARKING REMARKING, INC.

Company Facility Address: 1060 Vondera Avenue

Union, MO 63084

Company Alternate

Address: 5640-B Telegraph Road

Suite #220

St Louis, MO 63129

County or Parish: FRANKLIN

Employer Identification

Number: 763026772

North American Industry
Classification Systems

Code: 811

Parent Company: Americas Parking Remarkng, Inc.

Number of Employees: 5 to 9

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)



Company ID Number: 189709

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 AMERICAS PARKING REMARKING, INC.

Vicky Groth

Name (Please Type or Print)

DIRECTOR OF OPERATIONS

Title

Electronically Signed
Signature

Vicky L. Groth

02/11/2008
Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed
Signature

02/11/2008
Date

Company ID Number: 189709

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

Name: **Vicky L Groth**
Telephone Number: **(314) 591 - 5643**
E-mail Address: **grothvicky@att.net**

Fax Number: **(314) 846 - 8133**

Name: **Craig S Cepicky**
Telephone Number: **(314) 591 - 5643**
E-mail Address: **ccepicky@att.net**

Fax Number: **(314) 846 - 8133**

**AMERICA'S PARKING REMARKING, INC.
LISTING OF STRIPING EQUIPMENT
As of March 1, 2013**

<u>Item #</u>	<u>Description of Equipment</u>
001	2005 Chevy Airless Striping Truck – 1,100 gallon paint capacity
002	1999 AL800 Airless Striping Truck – 900 gallon paint capacity
003	1998 Load Trail Trailer
004	Tow-behind Arrow Board
005	1996 Dual Tandem Hot Shot Trailer
006	1998 GMC Sierra PickUp Truck
007	2008 Ford F250 PickUp Truck
008	2005 Freightliner M2 flatbed with Crash Cushion
009	2003 Freightliner Med Convention flatbed with Crash Cushion
010	1985 Ford F800 Follow Behind Safety TMA
011	2 E-Z Liner airless striping machines (for Handwork)
012	2005 Freightliner TMA – M2
013	2006 Freightliner TMA – M2
014	2006 Freightlinr M2 Stake Truck with Moffett
015	Cargotec forklift – M55/120" mast

MAJOR COMPLETED CONTRACTS DURING 2011 - STATE OF MISSOURI ONLY

CONTRACT AMOUNT	TYPE OF WORK	WHEN COMPLETED	LOCATION CITY & STATE	PROJECT OWNER'S NAME & ADDRESS
\$89,048	Street Striping & pavement markings	October 2011	Boone County, MO	Boone County - Public Works 5551 Hwy 63 South Columbia, MO 65201
\$26,084	Street Striping & pavement markings	September 2011	Chesterfield, MO 63017	City of Chesterfield, MO 690 Chesterfield Parkway
\$21,218	Street Striping & pavement markings	September 2011	Eureka, MO 63025	City of Eureka, MO 100 City Hall Drive
\$12,571	Street Striping & pavement markings	August 2011	Fenton, MO 63026	City of Fenton, MO 625 New Smizer Mill Road
\$85,572	Street Striping & pavement markings	September 2011	Franklin County, MO	Franklin County Dept of Public Works 400 E. Locust St Union, MO 63084
\$417,464	Street Striping & pavement markings	July 2011	Jefferson County, MO	Jefferson County - Public Works 725 Maple Street Hillsboro, MO 63050
\$18,348	Street Striping & pavement markings	July 2011	Manchester, MO	City of Manchester, MO 14318 Manchester, MO 63011
\$670,305	TOTAL			

MAJOR COMPLETED CONTRACTS DURING 2012 - STATE OF MISSOURI ONLY

CONTRACT AMOUNT	TYPE OF WORK	WHEN COMPLETED	LOCATION CITY & STATE	PROJECT OWNER'S NAME & ADDRESS
\$98,050	Street Striping & pavement markings	October 2012	Boone County, MO	Boone County - Public Works 5551 Hwy 63 South Columbia, MO 65201
\$23,637	Street Striping & pavement markings	September 2012	Chesterfield, MO 63017	City of Chesterfield, MO 690 Chesterfield Parkway
\$53,310	Street Striping & pavement markings	7/1/2012	Arnold, Mo 63010	City of Arnold, Mo 2101 Jeffco Blvd.
\$33,106	Street Striping & pavement markings	5/23/2012	Ozark, MO 65721	Ozark Special Road District PO Box 688
\$126,988	Street Striping & pavement markings	10/31/2012	St. Charles, Mo 63301	City of St. Charles 200 North Second Street
\$73,756	Street Striping & pavement markings	10/31/2012	Franklin County, MO	Franklin County Dept of Public Works 400 E. Locust St Union, MO 63084
\$440,290	Street Striping & pavement markings	September 2012	Jefferson County, MO	Jefferson County - Public Works 725 Maple Street Hillsboro, MO 63050
\$20,472	Street Striping & pavement markings	September 2012	Manchester, MO	City of Manchester, MO 14318 Manchester, MO 63011
\$37,667	Street Striping & pavement markings	10/25/2012	Highway 30, Jefferson Co, MO	NB West Contracting for MODOT 2780 Mary Ave, St Louis, MO 63144
\$909,276	TOTAL			

Missouri Department of Transportation

Kevin Keith, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

January 27, 2012

America's Parking Remarking, Inc.
5640-B Telegraph Road - Suite #220
St. Louis, MO 63129

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. The questionnaire qualifies you to bid as a prime contractor on highway projects **of any dollar amount**. Your questionnaire will be retained on file for one year, with an expiration date of February 28, 2013. Your contractor vendor number is 0011942. If you have any questions pertaining to filing questionnaires or to expiration dates, please call 573-751-8305.

The Highway and Transportation Commission does not issue a gross qualification figure to prospective bidders. The lowest responsible bidder for each project is determined by the commission, while taking into consideration the required contractor questionnaire, experience, skill, performance, and current contract commitments of the bidder. The Commission reserves the right to reject any bid and also the right to reject all bids.

If a successful bidder is doing business in the State of Missouri under a fictitious name, then such bidder shall furnish to the Highway and Transportation Commission a certified copy of its registration of fictitious name. All successful bidders who are corporations organized in states other than Missouri shall furnish to the commission a certified copy of a certificate of authority to do business in Missouri. Both the registration of fictitious name and the certificate of authority to do business in Missouri may be obtained from the Secretary of State, Corporate Division, P.O. Box 778, Jefferson City, MO 65102. In the event the successful bidder already has on file with the commission such a certificate, then an additional certificate will not be required.

Sincerely yours,



David D. Ahlvers
State Construction and Materials Engineer

sb

NOTE:
Renewal application
for 2013 has
already been
submitted to MoDOT.



APR AMERICA'S PARKING REMARKING, INC.

• Roadways • Pavement Markings • Traffic Signs • Preformed Thermo Plastic • Bumper Blocks • Parking Lots •

WARRANTY

Warranty and Guarantee: Contractor warrants and guarantees to the Contracting Officer that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. Any work found to be defective may be corrected or accepted as provided in Contract. There is a one year maximum correction period.

Search Results

Current Search Terms: America's parking* remarking* Inc.*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.610.20130129-1039



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



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

Request for Bid (RFB)

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

Bid Data

Bid Number: **07-01FEB13 - Pavement Marking Term and Supply**
Commodity Title: **Pavement Marking Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, February 1, 2013**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**
Directions: **The Boone County Annex Building is located on the Southeast corner at 7th St. and Ash St. Enter the building from the Southern side. Wheelchair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **Friday, February 1, 2013**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**

Pre-Bid Meeting

Day / Date: **Thursday, January 24, 2013**
Time: **9:00 a.m.**
Location / Address: **Room 332
Boone County Government Center
801 E. Walnut
Columbia, Missouri, 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Attachment A **Statement of Bidders Qualifications**
- Debarment Form**
- Standard Terms and Conditions**
- Prevailing Wage: Annual Wage Order 19**
- Affidavit of Compliance with Prevailing Wage Law**
- Affidavit of Compliance with OSHA**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Affidavit for Certification of Individual Bidders**
- No Bid Response Form**

1. Introduction and General Conditions of Bidding

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

1.2. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.

1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any

resultant Contract and will be incorporated in the Contract as set forth, verbatim.

1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to paint street markings on roads as directed by the Boone County Public Works Department and as specified herein. Items listed below (except Railroad Crossing) are shown on the attached example for clarification.
- 2.1.1. **Mobilization per striping/markings request** (Item 4.7.1.): This mobilization item will be paid to the contractor for each request for work completed regardless of the quantity of other items requested.
- 2.1.2. **Yellow Line, Double, Solid Centerline Stripe** (Item 4.7.2.): Cost for this item includes both lines. Each line shall be a minimum of 4 inches wide with a discernible space between them. This item will generally be used as a dividing centerline along the length of two lane roads; but may be used in other channelizing and diverting applications.
- 2.1.3. **Yellow Line, Double, Solid/Intermittent Stripe** (Item 4.7.3.): Cost for this item included both lines; one solid, one intermittent. Each line shall be a minimum of 4 inches wide with a discernible space between them. The intermittent line should consist of 10-foot line segments and 30-foot gaps, (or match existing.)
- 2.1.4. **Yellow Line, Solid, Single** (Item 4.7.4.): Width of line shall be 4 inches. This item may be used alone or in combination with other items, generally for channelizing and diverting applications.
- 2.1.5. **Yellow Wide Line, Solid** (Item 4.7.5.): Width of line shall be 24 inches or match existing. This item will generally be used for channelizing chevrons and similar marking.
- 2.1.6. **Yellow Curb** (Item 4.7.6.): Match existing dimensions on curb, but generally will be 6 inch face and 6" top of curb.
- 2.1.7. **White Line, Solid, Edge** (Item 4.7.7.): Cost for this item will be for each line. Width of line shall be 4 inches. This item will only be used edge striping of roadways. Breaks for intersections and major driveways in accordance with the MUTCD shall be observed. Quantity requested and paid will reflect such breaks.
- 2.1.8. **White Line, Solid, Lane** (Item 4.7.8): Width of line shall be 4 inches. This item will be used for lane delineation as well as channelizing and diverting applications.
- 2.1.9. **White Bar, Stop** (Item 4.7.9.): Width of bar shall be 12 inches or match existing. Preformed marking tape in accordance with Missouri Standard Specifications for Highway Construction, 2011, may be used at contractor's discretion.
- 2.1.10. **White Wide Line, Solid** (Item 4.7.10.): Width of line shall be 24 inches or match existing. This item will generally be used for channelizing chevrons and similar marking.
- 2.1.11. **White Crosswalk** (Item 4.7.11.): This item will be paid by the linear foot (along width of roadway) and shall be painted to match existing, or consist of 2'x6' bars with 2' spacing between bars.
- 2.1.12. **White Yield Line** (Item 4.7.12.): This item will be paid by the linear foot (along width of roadway) and shall be painted to match existing, or consist of 24"x36" triangles spaced 48 inches on center as show in Figure 3B-16 of the MUTCD.
- 2.1.13. **White Turn Lane-Use Arrow** (Item 4.7.13.): This item may be for either left or right Turn Lane-Use arrow 8 feet in length as shown in Figure 3B-24 of the MUTCD, or match existing.
- 2.1.14. **White Turn and Through Lane-Use Arrow** (Item 4.7.14.): This item may be for left or right oriented Turn and Through Lane-Use arrow 12.75' in length as shown in Figure 3B-24 of the MUTCD, or match existing.
- 2.1.15. **White Railroad Crossing** (Item 4.7.15.): This item will consist of Railroad Crossbuck approximately 20' in length, double Rs, and White bars in advance of railroad crossing.
- 2.2. **QUANTITY** – There is no minimum quantity per mobilization request as part of this contract. It will be the County's responsibility to judge how much work shall be done to make each mobilization equitable in relation to the mobilization charge. The bidder is encouraged to include all costs associated with mobilizing in the mobilization item. Below is an estimate of the County's striping inventory. The County intends to paint half of its inventory per year, but total quantities are not guaranteed.

2.2.1. **INVENTORY –**

Boone County Striping Inventory		
Type	Amount	Unit
Yellow Line, Double, Solid Centerline Stripe	761,459.06	Linear Ft
White Line, Solid, Edge	156,347.85	Linear Ft
Yellow Line, Double, Solid/Intermittent Stripe	5,663.35	Linear Ft
White Line, Solid, Lane	2,768.18	Linear Ft
Yellow Line, Solid, Single	1,540.85	Linear Ft
Yellow Curb	835.55	Linear Ft
Yellow Wide Line, Solid	210.32	Linear Ft
White Wide Line, Solid	170.37	Linear Ft
White Crosswalk	168.06	Linear Ft
White Yield Line	21.40	Linear Ft
White Bar, Stop	27	Each
White Turn Lane-Use Arrow	35	Each
White Turn and Through Lane-Use Arrow	2	Each
White Railroad Crossing	7	Each

- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award through December 31, 2013. This contract is subject to renew annually for three (3) additional one (1) year periods following expiration of the first contract period by order of the County.
- 2.4. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form.
- 2.5. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.6. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.7. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.8. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.
- 2.9. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.
- 2.9.1. **Product** - Yellow / White acrylic waterborne traffic marking paint and prismatic beads and shall adhere to Missouri Standard Specifications for Highway Construction, 2011, Section 1048.100.
- 2.9.2. **Product Application** - Longitudinal painted markings shall be applied with heavy-duty multi-line striping equipment capable of applying stripes of uniform width and thickness. The roadway surface shall be cleaned of debris, sand or any other deleterious material by sweeping and or use of jets or compressed air immediately preceding the paint application. Paint shall be applied according to Missouri Standard Specifications for Highway Construction, 2011, section 620.40. Each centerline

shall be 4" in width. Wide lines shall be 24" in width. Intermittent striping will follow the 10'/30' interval method. Application thickness will depend upon paint, 1-year warranty period, and application method.

- 2.9.3. The edges of the lines shall be sharp and well defined with overspray held to a minimum.
- 2.9.4. Painted markings shall be applied in a workmanship manner, i.e. straight lines shall be straight, curved lines shall be uniform and symmetrical, etc. Painted markings, which in the project engineer's judgment are not applied in this manner, shall be removed and replaced at the contractor's expense.
- 2.9.5. **Warranty** - The contractor shall warranty both the labor and material for a period of one year from the date of application. **Bidders should attach a copy of their proposed warranty that clearly indicates the limits and guidelines for warranty claims.**

2.10. **BIDDERS RESPONSIBILITIES**

- 2.10.1. The Contractor shall be responsible for assuring the surface to be painted is clean, dry, and ready for application of paint. The Contractor is responsible to keep freshly painted stripe protected until dry; and to provide all traffic control and warning devices.
- 2.10.2. Equipment shall be compatible with paint and beads to be applied. All equipment is to be in good working order and subject to inspection before the bid is awarded.
- 2.10.4. No sub-contracting will be allowed in this project. All work must be done exclusively by bidder.
- 2.10.5. Project will be inspected by department personnel.
- 2.11. **BIDDERS EXPERIENCE AND QUALIFICATIONS – The bidder must be approved to perform work under MoDot contracts.** The bidder shall include in the response, written documentation on their qualifications to perform road marking work and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of Attachment A.
- 2.12. **SCHEDULING** - Painting shall be done while pavement surface temperatures are at or above 50 degrees F°, or according to paint manufacturers' recommendations. Boone County will provide the contractor a list of work to be done as part of each mobilization request. Maps depicting work requested will also be provided to the Contractor. The contractor will have a maximum of 30 calendar days to complete requested work. The contractor will be given a written notice to proceed which will begin the 30 day period.
- 2.13. **PREVAILING WAGE** - Not less than 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. **Prevailing Wage Order Number 19** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.14. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. ~~Insurance limits indicated below may be lowered at the discretion of the County.~~
- 2.14.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit.

In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.14.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included
The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.
- 2.14.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.14.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.14.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.15. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The

Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

- 2.16. **LIEN WAIVERS** - Prior to the release of contract amount, contractor shall file with the County, 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;
- 2.17. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201. Payment shall be made within 30 days of receipt of a correct invoice.
- 2.18. **DESIGNEE** – Boone County Resource Management – Engineering Division
- 2.19. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: arobbins@boonecountymo.org.
- 2.20. **Overhead Line Protection: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.21. **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.
- 2.22. 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.**
- 2.23. ~~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.~~
- 2.24. **Employment of Unauthorized Aliens Prohibited**
 - (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

- (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. PRICING

Unit Price

4.7.1. Mobilization per striping/marketing request	\$ _____	/E.A.
4.7.2. Yellow Line, Double, Solid Centerline Stripe	\$ _____	/L.F.
4.7.3. Yellow Line, Double, Solid/Intermittent Stripe	\$ _____	/L.F.
4.7.4. Yellow Line, Solid, Single	\$ _____	/L.F.
4.7.5. Yellow Wide Line, Solid	\$ _____	/L.F.
4.7.6. Yellow Curb	\$ _____	/L.F.
4.7.7. White Line, Solid, Edge	\$ _____	/L.F.
4.7.8. White Line, Solid, Lane	\$ _____	/L.F.
4.7.9. White Bar, Stop	\$ _____	/E.A.
4.7.10. White Wide Line, Solid	\$ _____	/L.F.
4.7.11. White Crosswalk	\$ _____	/L.F.
4.7.12. White Yield Line	\$ _____	/L.F.
4.7.13. White Turn Lane-Use Arrow	\$ _____	/E.A.
4.7.14. White Turn and Through Lane-Use Arrow	\$ _____	/E.A.
4.7.15. White Railroad Crossing	\$ _____	/E.A.
4.7.16. Optional Renewal Increase - 1 st Renewal	_____	%
4.7.17. Optional Renewal Increase - 2 nd Renewal	_____	%
4.7.18. Optional Renewal Increase - 3 rd Renewal	_____	%

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 the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.8.1. Authorized Representative (Sign By Hand): _____

4.8.2. Type or Print Signed Name: _____

4.8.3. Today's Date: _____

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

ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

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

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
------	-----------	--------------------	-------------------

3. General type of work performed:

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

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

5. List references:

Dated at _____

this _____ day of _____, 20 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)

(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).

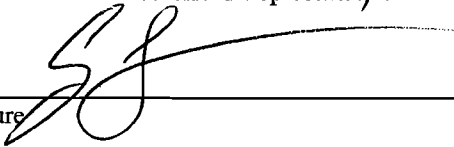
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (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.

CRAIG CEPICKY

PRESIDENT

Name and Title of Authorized Representative



Signature

2/13/2013

Date



Standard Terms and Conditions

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65101

Amy Robbins, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the office of Resource Management, Design and Construction Division.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 19

Section 010

BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director
Division of Labor Standards

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

Last Date Objections May Be Filed: April 9, 2012

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$30.76	55	60	\$18.81
Boilermaker			\$32.31	57	7	\$25.80
Bricklayer and Stone Mason	7/12		\$28.20	59	7	\$14.83
Carpenter	7/12		\$24.09	60	15	\$13.65
Cement Mason	7/12		\$25.73	9	3	\$10.70
Electrician (Inside Wireman)			\$30.42	28	7	\$12.18 + 13%
Electrician (Outside-Line Construction) Lineman)	9/12		\$38.91	43	45	\$5.00 + 37.5%
Lineman Operator	9/12		\$33.59	43	45	\$5.00 + 37.5%
Groundman	9/12		\$25.97	43	45	\$5.00 + 37.5%
Communication Technician			\$30.42	28	7	\$12.18 + 13%
Elevator Constructor		a	\$42.195	26	54	\$23.305
Operating Engineer						
Group I	8/12		\$26.16	86	66	\$22.60
Group II	8/12		\$26.16	86	66	\$22.60
Group III	8/12		\$24.91	86	66	\$22.60
Group III-A	8/12		\$26.16	86	66	\$22.60
Group IV	8/12		\$23.93	86	66	\$22.60
Group V	8/12		\$26.86	86	66	\$22.60
Pipe Fitter	8/12	b	\$34.25	91	69	\$25.03
Glazier		c	\$27.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$11.54
First Semi-Skilled			\$22.81	42	44	\$11.54
Second Semi-Skilled			\$21.81	42	44	\$11.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	7/12		\$25.09	60	15	\$13.65
Ironworker	8/12		\$27.81	11	8	\$21.04
Painter	7/12		\$21.95	18	7	\$11.42
Plasterer	7/12		\$24.54	94	5	\$12.39
Plumber	8/12	b	\$34.25	91	69	\$25.03
Pile Driver	7/12		\$25.09	60	15	\$13.65
Roofer \ Waterproofer			\$28.05	12	4	\$12.99
Sheet Metal Worker	7/12		\$29.35	40	23	\$14.64
Sprinkler Fitter - Fire Protection			\$30.52	33	19	\$17.02
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

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

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	7/12	\$29.52	7	16	\$13.50
Millwright	7/12	\$29.52	7	16	\$13.50
Pile Driver	7/12	\$29.52	7	16	\$13.50
Electrician (Outside-Line Construction\Lineman)		\$36.36	9	12	\$5.00 + 42.5%
Lineman Operator		\$31.39	9	12	\$5.00 + 42.5%
Lineman - Tree Trimmer		\$22.68	32	31	\$5.00 + 23%
Groundman		\$24.27	9	12	\$5.00 + 42.5%
Groundman - Tree Trimmer		\$16.72	32	31	\$5.00 + 23%
Operating Engineer					
Group I	8/12	\$25.24	21	5	\$22.50
Group II	8/12	\$24.89	21	5	\$22.50
Group III	8/12	\$24.69	21	5	\$22.50
Group IV	8/12	\$21.04	21	5	\$22.50
Oiler-Driver	8/12	\$21.04	21	5	\$22.50
Laborer					
General Laborer	7/12	\$25.81	2	4	\$11.52
Skilled Laborer	7/12	\$26.41	2	4	\$11.52
Truck Driver-Teamster					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045

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

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

AFFIDAVIT 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 Purchasing

Melinda Bobbitt, CPPB
Director



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.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 *E-Verify Memorandum of Understanding* that you completed when enrolling or the last page of that Memorandum that includes your firm's name with confirmation of enrollment.**

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

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:



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

“No Bid” Response Form

Amy Robbins, Buyer
(573) 886-4392 – 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: 07-01FEB13 – Pavement Marking Term & Supply-

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 13

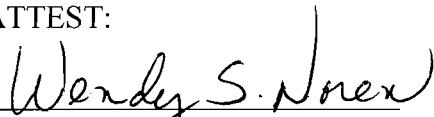
In the County Commission of said county, on the 28th day of February 20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 06-25JAN13 – 2013 Mill and Overlay Term & Supply to APAC Missouri, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

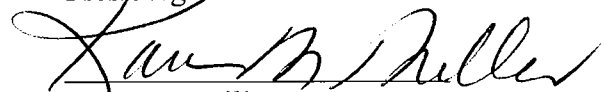
Done this 28th day of February, 2013.

ATTEST:

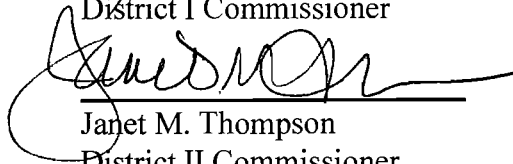

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: February 20, 2013
RE: 06-25JAN13 – 2013 Mill and Overlay Term & Supply

06-25JAN13 – 2013 Mill and Overlay Term & Supply opened on February 1, 2013. Four bids were received and Resource Management recommends award by low bid to APAC Missouri, Inc.

Cost of the contract is \$620,050.00 and will be paid from departments 2040 – Public Works Maintenance Operations and 2041 – Pavement Preservation, account 71100 – Outside Services. \$725,000 was budgeted for this service.

cc: Daniel Haid, Resource Management
Bid File

ATT: Bid Tabulation

BID TABULATION: 06-25JAN13 - Mill & Overlay Term and Supply

	Qty	APAC - Missouri, Inc.		Christensen Construction Company		Frech Paving Co.		Musselman & Hall Contractors, LLC		
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
4.7. PRICING										
4.7.1.	Asphalt Overlay, BP-2, Virgin (Ton)	4,000	71.85	287,400.00	71.50	286,000.00	83.50	334,000.00	95.32	381,280.00
4.7.2.	Asphalt Overlay, BP-2, R.A.P. (Ton)	3,000	69.35	208,050.00	69.50	208,500.00	76.75	230,250.00	93.68	281,040.00
4.7.3.	Surface Milling, Asphalt, Contractor Haul-off (SY)	20,000	1.25	25,000.00	1.00	20,000.00	2.13	42,600.00	1.57	31,400.00
4.7.4.	Surface Milling, Asphalt, County Haul-off (SY)	5,000	1.25	6,250.00	1.80	9,000.00	1.53	7,750.00	1.31	6,550.00
4.7.5.	Surface Milling, Concrete, Contractor Haul-off (SY)	10,000	3.15	31,500.00	3.08	30,800.00	5.25	52,500.00	2.20	22,000.00
4.7.6.	Surface Milling, Concrete, County Haul-off (SY)	5,000	2.50	12,500.00	2.48	12,400.00	4.20	21,000.00	1.72	8,600.00
4.7.7.	Surface Milling, Butti-Joint (SY)	500	8.00	4,000.00	10.00	5,000.00	5.00	2,500.00	22.00	11,000.00
4.7.8.	Dig Out Repair, Asphalt, Typical (SY)	250	60.00	15,000.00	74.00	18,500.00	98.00	24,500.00	54.10	13,525.00
4.7.9.	Dig Out Repair, Asphalt, Hasty (HR)	20	200.00	4,000.00	175.00	3,500.00	1,500.00	30,000.00	802.00	16,040.00
4.7.10.	Dig Out Repair, Concrete, Hasty (HR)	20	200.00	4,000.00	200.00	4,000.00	1,500.00	30,000.00	802.00	16,040.00
4.7.11.	Rock Driveway Transitions (Ton)	300	37.00	11,100.00	30.00	9,000.00	30.00	9,000.00	6.70	2,010.00
4.7.12.	Temporary Centerline Markers (EA)	1,000	0.75	750.00	1.00	1,000.00	4.00	4,000.00	0.87	870.00
4.7.13.	Restoration (SF)	500	4.00	2,000.00	1.00	500.00	3.00	1,500.00	15.97	7,985.00
4.7.15.	Surface Milling Mobilization (EA)	5	700.00	3,500.00	1,500.00	7,500.00	1,500.00	7,500.00	2,165.00	10,825.00
4.7.16.	Tack Coat (SY)	100,000	0.05	5,000.00	0.16	16,000.00	0.32	32,000.00	0.42	42,000.00
Total Contract Prices:				620,050.00		631,700.00		829,100.00		851,165.00
Qualifications (Y or N)				Y		Y		Y		Y

No Bid
Boone Quarries

**PURCHASE AGREEMENT FOR
2013 MILL AND OVERLAY TERM & SUPPLY**

THIS AGREEMENT dated the 28th day of February 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and APAC Missouri 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 **2013 Mill and Overlay Term and Supply**, bid number **06-25JAN13**, any applicable addenda, and the Contractor's bid response dated **February 1, 2013** and executed by **Joshua W. Davis** on behalf of the Contractor. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Milling and Overlay Services** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date of award** and extend through **December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management – Engineering Division and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not

94-2013

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.

APAC MISSOURI INC.

by [Signature]
title Vice President

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Daniel K. Atwell, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk *my*

AUDITOR CERTIFICATION

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

[Signature]
Signature by *ag*

2/20/13
Date

2040/2041/71100 Term and Supply
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

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

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

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

APAC Missouri, Inc.
PO Box 1117
Columbia, MO 65205

NAME AND
ADDRESS
OF INSURED



**Liberty
Mutual®**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
WORKERS COMPENSATION	9/1/2013		WA7-C8D-004095-022 WC7-C81-004095-012	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY WI	EMPLOYERS LIABILITY
					Bodily Injury by Accident \$1,000,000 Each Accident
					Bodily Injury By Disease \$1,000,000 Policy Limit
					Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2013		TB2-C81-004095-112	General Aggregate	\$2,000,000
					Products / Completed Operations Aggregate \$2,000,000
					Each Occurrence \$2,000,000
					Personal & Advertising Injury \$2,000,000 Per Person / Organization
					Other FIRE DAMAGE \$100,000
					Other PER PROJECT AGGREGATE
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2013		AS2-C81-004095-122		Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined
					Each Person
					Each Accident or Occurrence
					Each Accident or Occurrence
OTHER					Auto: Comp Ded \$10,000/Coll Ded \$10,000
EVIDENCE OF COVERAGE					

ADDITIONAL COMMENTS
602169 - 2013 Mill and Overlay Term & Supply
Boone County named as additional insured.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

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

J. Balazentis
Judith Balazentis
Pittsburgh / 0387 AUTHORIZED REPRESENTATIVE
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 **2/19/2013**
OFFICE PHONE DATE ISSUED

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

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

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

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not

limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

4. Response Form

4.1. Company Name: APAC-Missouri Inc
 4.2. Address: PO Box 1117
 4.3. City/Zip: Columbia, Mo. 65205
 4.4. Phone Number: 573-449-0884
 4.5. Fax Number: 573
 4.6. Federal Tax ID: 61-1320131

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

4.7. PRICING

Item No.	Description	Unit	Qty.	Unit Price	Total
4.7.1.	Asphalt Overlay, BP-2, Virgin	Ton	4,000	\$ 71.85	\$ 287,400. ⁰⁰
4.7.2.	Asphalt Overlay, BP-2, R.A.P.	Ton	3,000	\$ 69.35	\$ 208,050. ⁰⁰
4.7.3.	Surface Milling, Asphalt, Contractor Haul-off	SY	20,000	\$ 1.25	\$ 25,000. ⁰⁰
4.7.4.	Surface Milling, Asphalt, County Haul-off	SY	5,000	\$ 1.25	\$ 6,250. ⁰⁰
4.7.5.	Surface Milling, Concrete, Contractor Haul-off	SY	10,000	\$ 3.15	\$ 31,500. ⁰⁰
4.7.6.	Surface Milling, Concrete, County Haul-off	SY	5,000	\$ 2.50	\$ 12,500. ⁰⁰
4.7.7.	Surface Milling, Butt-Joint	SY	500	\$ 8. ⁰⁰	\$ 4,000. ⁰⁰
4.7.8.	Dig-Out Repair, Asphalt, Typical	SY	250	\$ 60. ⁰⁰	\$ 15,000. ⁰⁰
4.7.9.	Dig-Out Repair, Asphalt, Hasty	HR	20	\$ 200. ⁰⁰	\$ 4,000. ⁰⁰
4.7.10.	Dig-Out Repair, Concrete, Hasty	HR	20	\$ 200. ⁰⁰	\$ 4,000. ⁰⁰
4.7.11.	Rock Driveway Transitions	Ton	300	\$ 37. ⁰⁰	\$ 11,100. ⁰⁰
4.7.12.	Temporary Centerline Markers	EA	1,000	\$.75	\$ 750. ⁰⁰
4.7.13.	Restoration	SF	500	\$ 4.00	\$ 2,000. ⁰⁰
4.7.15.	Surface Milling Mobilization	EA	5	\$ 700. ⁰⁰	\$ 3,500. ⁰⁰
4.7.16.	Tack Coat	SY	100,000	\$.05	\$ 5,000. ⁰⁰
Bid Total					\$ 620,050.⁰⁰

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 the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.8.1. Authorized Representative (Sign By Hand):
Joshua W. Davis

4.8.2. Type or Print Signed Name:
Joshua W. Davis

4.8.3. Today's Date: 2/1/2013



BOONE COUNTY, MISSOURI

Request for Bid #: 06-25JAN13– 2013 Mill & Overlay Term & Supply

ADDENDUM #1 - Issued January, 22, 2013

This addendum is issued in accordance with the Request for Bid Project Plans and/or Details and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **SHOULD** be acknowledged and submitted with Offeror's *Response Form*.

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

1. Due to conflict with MoDOT bid openings, the following bid due date/time and opening will apply to this project. Location shall remain the same as in original bid document:

Bid Submission Deadline: Friday, February 1, 2013; 1:30 p.m.
Bid Opening: Friday, February 1, 2013; 1:30 p.m.

2. Replace 'Bid Response' from original bid packet with that attached.
3. Any Job Mix Formula submitted for use as part of this contract shall be not more than 3 years old at time of submission and must meet requirements of Missouri Standard Specifications for Highway Construction, 2011.
4. Bid Item 4.7.14. from original Bid Response form has been removed. Instead, contractor selected for this contract shall submit to Boone County a schedule of equipment that may be used and labor rates for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction. Under direction of Engineer or his appointees, contractor shall perform said needed work and account for equipment and labor utilized from said schedule, and submit invoice for said work upon completion of project. Any material used to perform said work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.
5. Bid Item 4.7.15, Surface Milling Mobilization, has been added to the revised Bid Response form. This item will be paid to the contractor for each mobilization request (project) that will require use of items: 4.7.3., 4.7.4., 4.7.5., and/or 4.7.6.. Since generally the same equipment will be used for any of the above mentioned bid items, This mobilization charge will be paid only once per project, even in the event that multiple Surface Milling bid items are utilized (ex., if Surface Milling, Asphalt, Contractor Haul-off and Surface Milling, Concrete, Contractor Haul-off are both used on the same project, one mobilization charge will be paid.). It is not the intent of this contract to pay this mobilization bid item for use of

bid item 4.7.7., Butt-Joint, as that work is typically performed with more easily accessible equipment that is commonly on the work site already.

6. Award of construction contracts by Boone County are not required to be determined by 'Low-Bidder' alone. It is appropriate to make selection based on past experience, quality of work, etc. However, interest has been expressed by potential bidders of understanding how 'Low-Bidder' would be determined on this contract. Determination of low bidder will be based on the quantities estimated in the Bid Response form. It is not the intent of this contract to imply that those quantities shown reflect the actual amount of work that will be done, but is the basis of the mathematical formula to determine 'Low-Bidder.'

7. Item 4.7.16, Tack Coat, has been added to the Bid Response form. This item will be used to pay for tack coat used prior to the initial lift of Asphalt Overlay as well as any additional lifts, if used. The bidder should not include the cost of tack coat in the Asphalt Overlay bid items.

By: Amy Robbins
Amy Robbins, Buyer
Boone County Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid# 06-25JAN13- 2013 Mill & Overlay Term &, receipt of which is hereby acknowledged:

Company Name: APAC-MISSOURI INC

Address: PO. Box 1117
COLUMBIA, Mo. 65205

Phone Number: 573-449-0886 Fax Number: 573-449-2980

Authorized Representative Signature: Don Nelson Date: 2-1-13

Authorized Representative Printed Name: Don NELSON

Wednesday, July 01, 2011

To Whom it May Concern

STATEMENT OF BIDDERS QUALIFICATIONS:

Name of Bidder: APAC-Missouri, Inc.

Business Address: 1591 E. Prathersville Rd P.O. Box 1117 Columbia, MO 65205

When Organized: The original company of the Masters Jackson Companies was in business around forty years before APAC acquired the business in 1998. At that time, the company was the largest hot-mix producer in Missouri. We were involved in many site developments in Missouri and prided ourselves as being a turn key site development contractor capable of all aspects of development construction. Since APAC has acquired the company, we have expanded our capabilities and workforce to encompass all of Missouri and have become a diverse company with capabilities for site development, concrete and asphalt paving, bridge construction, dirt work, drainage structures, underground utilities, and coldmilling of roadways.

When Incorporated: We were incorporated into the state of Missouri on January 28, 1998 under APAC-Missouri, Inc.

Percent(%) of work done by own staff: 80% to 85% completed by own staff. We have expanded our capabilities in recent years to complete more of our own work. This provides us with many opportunities to give the owner a "one-stop" contractor and to minimize subcontractors on the project.

Failure to complete a project or any defaults on contracts: Under both the previous business name and now under APAC-Missouri, Inc., we have never failed to complete a project and have never defaulted on a project.

List of current and recently completed projects:

Ameren UE Power Plant – Asphalt Work \$380,000

Higginsville Airport – Asphalt and Milling \$475,000

City of Columbia Tennis Courts Reconstruction – Drainage, Grading, Base Rock & Asphalt \$600,000

Love's Truck Stop Boonville – Base Rock, Concrete Curbing, Asphalt \$1,110,000

Kirkville High School Track – Reconstruction of Running Track \$450,000

Rte I-70 Boone – Asphalt Paving \$6,000,000

Rte 249 Jasper – Bridge Work \$29,000,000

Rte 65 Taney – Asphalt Paving and Bridge Work \$10,000,000

Wednesday, July 01, 2011

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City of Brookfield – Asphalt and Milling \$250,000

City of Cameron – Asphalt and Milling \$100,000

City of Centerview – Asphalt Work \$190,000

City of Chillicothe – Asphalt and Milling \$250,000

City of Columbia – Asphalt and Milling \$300,000

City of Fulton – Asphalt Work \$250,000

City of Macon – Asphalt Work \$200,000

City of Marshall – Asphalt and Milling \$150,000

City of Mexico Lakeview Park and Bike Trail - \$250,000

City of Moberly – Asphalt Work \$250,000

City of Richmond – Asphalt and Milling \$100,000

Southern Boone Co R-I Schools – Base Rock and Asphalt \$100,000

Truman State University – Base Rock and Asphalt \$140,000

University of Missouri – Removals, Base Rock, Concrete & Asphalt \$1,000,000

Walgreen’s Moberly – Base Rock and Asphalt \$100,000

Wal-Mart Fairview in Columbia –Asphalt and Street Print \$800,000

Wal-Mart Grindstone in Columbia – Asphalt and Street Print \$850,000

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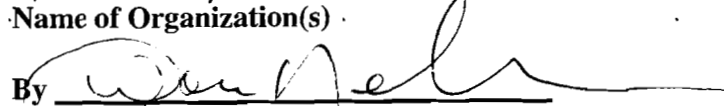
Wal-Mart Fairview in Columbia –Asphalt and Street Print \$800,000

Wal-Mart Grindstone in Columbia – Asphalt and Street Print \$850,000

Dated at 2-1-13

this 1st day of FEBRUARY, 2013.

APAC MISSOURI INC
Name of Organization(s)

By 
(Signature)

SENIOR ESTIMATOR
(Title of person signing)

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

APAC-MISSOURI, INC.

using in Missouri the name

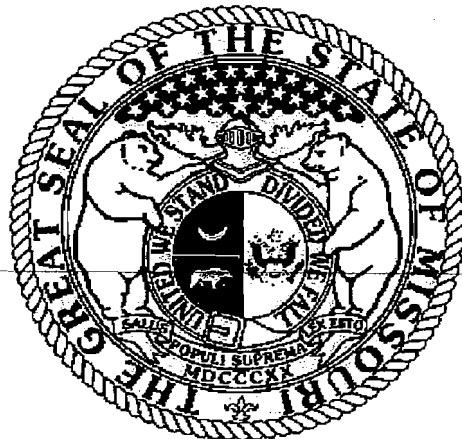
**APAC-MISSOURI, INC.
F00451487**

a DELAWARE entity was created under the laws of this State on the 28th day of January, 1998, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 26th day of August, 2011

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-MISSOURI, INC.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA as Surety, hereinafter called the Surety, are held and firmly bound unto BOONE COUNTY PURCHASING DEPARTMENT BOONE COUNTY ANNEX BUILDING 613 E ASH, ROOM 109 COLUMBIA, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID Dollars (5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2013 MILL & OVERLAY TERM & SUPPLY #06-25JAN13

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25 day of JANUARY, 2013.

Stacey R Sanders (Witness)

APAC-MISSOURI, INC. (Principal) (Seal) Shawn A Riley (Title)

Stacey R Sanders (Witness)

FEDERAL INSURANCE COMPANY (Surety) (Seal) Bryan J Pope (Title) Attorney-In-Fact OPERATIONS MANAGER

SURETY ACKNOWLEDGMENT

STATE OF MISSOURI }
 }
COUNTY OF BOONE } **SS**

On this 25 day of JANUARY, 2013, before me personally came BRYAN J POPE to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Shelly R Sanders

Notary Public

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2013
Commission #09791880



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

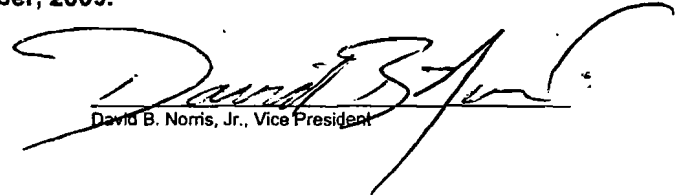
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **David B. Anderson, Michael J. Eshleman, Chad A. Girard, David J. Guillaume, Conrad E. Hake, John A. Pasley, Bryan J. Pope and Shawn A. Riley of Columbia, Missouri**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC – Missouri, Inc.** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **14th** day of **September, 2009**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

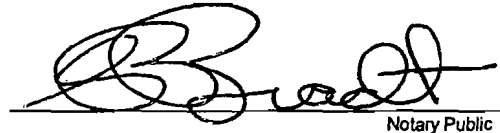
County of Somerset

On this **14th** day of **September, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2014


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

25 day of **January, 2013**




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



BOONE COUNTY, MISSOURI
Request for Bid #: 06-25JAN13– 2013 Mill & Overlay Term & Supply

ADDENDUM #1 - Issued January, 22, 2013

This addendum is issued in accordance with the Request for Bid Project Plans and/or Details and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **SHOULD** be acknowledged and submitted with Offeror's *Response Form*.

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

1. Due to conflict with MoDOT bid openings, the following bid due date/time and opening will apply to this project. Location shall remain the same as in original bid document:

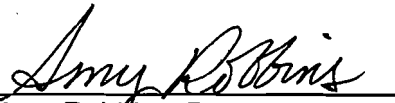
Bid Submission Deadline: Friday, February 1, 2013; 1:30 p.m.
Bid Opening: Friday, February 1, 2013; 1:30 p.m.

2. Replace 'Bid Response' from original bid packet with that attached.
3. Any Job Mix Formula submitted for use as part of this contract shall be not more than 3 years old at time of submission and must meet requirements of Missouri Standard Specifications for Highway Construction, 2011.
4. Bid Item 4.7.14. from original Bid Response form has been removed. Instead, contractor selected for this contract shall submit to Boone County a schedule of equipment that may be used and labor rates for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction. Under direction of Engineer or his appointees, contractor shall perform said needed work and account for equipment and labor utilized from said schedule, and submit invoice for said work upon completion of project. Any material used to perform said work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.
5. Bid Item 4.7.15, Surface Milling Mobilization, has been added to the revised Bid Response form. This item will be paid to the contractor for each mobilization request (project) that will require use of items: 4.7.3., 4.7.4., 4.7.5., and/or 4.7.6.. Since generally the same equipment will be used for any of the above mentioned bid items, This mobilization charge will be paid only once per project, even in the event that multiple Surface Milling bid items are utilized (ex., if Surface Milling, Asphalt, Contractor Haul-off and Surface Milling, Concrete, Contractor Haul-off are both used on the same project, one mobilization charge will be paid.). It is not the intent of this contract to pay this mobilization bid item for use of

bid item 4.7.7., Butt-Joint, as that work is typically performed with more easily accessible equipment that is commonly on the work site already.

6. Award of construction contracts by Boone County are not required to be determined by 'Low-Bidder' alone. It is appropriate to make selection based on past experience, quality of work, etc. However, interest has been expressed by potential bidders of understanding how 'Low-Bidder' would be determined on this contract. Determination of low bidder will be based on the quantities estimated in the Bid Response form. It is not the intent of this contract to imply that those quantities shown reflect the actual amount of work that will be done, but is the basis of the mathematical formula to determine 'Low-Bidder.'

7. Item 4.7.16, Tack Coat, has been added to the Bid Response form. This item will be used to pay for tack coat used prior to the initial lift of Asphalt Overlay as well as any additional lifts, if used. The bidder should not include the cost of tack coat in the Asphalt Overlay bid items.

By: 
Amy Robbins, Buyer
Boone County Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid# 06-25JAN13- 2013 Mill & Overlay Term &, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

4. Response Form

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. Federal Tax ID:

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. PRICING

Item No.	Description	Unit	Qty.	Unit Price	Total
4.7.1.	Asphalt Overlay, BP-2, Virgin	Ton	4,000	\$	\$
4.7.2.	Asphalt Overlay, BP-2, R.A.P.	Ton	3,000	\$	\$
4.7.3.	Surface Milling, Asphalt, Contractor Haul-off	SY	20,000	\$	\$
4.7.4.	Surface Milling, Asphalt, County Haul-off	SY	5,000	\$	\$
4.7.5.	Surface Milling, Concrete, Contractor Haul-off	SY	10,000	\$	\$
4.7.6.	Surface Milling, Concrete, County Haul-off	SY	5,000	\$	\$
4.7.7.	Surface Milling , Butt-Joint	SY	500	\$	\$
4.7.8.	Dig-Out Repair, Asphalt, Typical	SY	250	\$	\$
4.7.9.	Dig-Out Repair, Asphalt, Hasty	HR	20	\$	\$
4.7.10.	Dig-Out Repair, Concrete, Hasty	HR	20	\$	\$
4.7.11.	Rock Driveway Transitions	Ton	300	\$	\$
4.7.12.	Temporary Centerline Markers	EA	1,000	\$	\$
4.7.13.	Restoration	SF	500	\$	\$
4.7.15.	Surface Milling Mobilization	EA	5	\$	\$
4.7.16.	Tack Coat	SY	100,000	\$	\$
Bid Total					\$

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 the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.8.1. Authorized Representative (Sign By Hand):

4.8.2. Type or Print Signed Name:

4.8.3. Today's Date:



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

Request for Bid (RFB)

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

Bid Data

Bid Number: **06-25JAN13**
Commodity Title: **2013 Mill & Overlay Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, January 25, 2013**
Time: **1:15 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**
Directions: **The Boone County Annex Building is located on the Southeast corner at 7th St. and Ash St. Enter the building from the Southern side. Wheelchair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **Friday, January 25, 2013**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Purchasing
613 E. Ash, Room 109
Columbia, MO 65201**

Pre-Bid Meeting

Day / Date: **Thursday, January 17, 2013**
Time: **9:00 a.m.**
Location / Address: **Room 332
Boone County Government Center
801 E. Walnut
Columbia, Missouri, 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Attachment A **Statement of Bidders Qualifications**
- Debarment Certificate**
- Standard Terms and Conditions**
- Prevailing Wage Order 19**
- Affidavit of Compliance with OSHA**
- Affidavit of Compliance with the Prevailing Wage Law**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Affidavit for Certification of Individual Bidder**
- Paving Improvements Traffic Control Detail Sheet**
- Dig Out and Repair Detail**
- No Bid Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - Purchasing* - The Purchasing Department, including its Purchasing Director and staff.
 - Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
 - Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier* - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
 - 1.3. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: arobbins@boonecountymo.org.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
 - 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;

- 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and/or perform work required of the bid items within.
- 2.1.1. **Asphalt Overlay, BP-2, Virgin** (Item 4.7.1.): Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix will contain no recycled asphalt pavement or shingles. Contractor must submit a MoDOT approved Job Mix Formula no more than one year old. At County's discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course and surface course).
- 2.1.2. **Asphalt Overlay, BP-2, R.A.P.** (Item 4.7.2.): Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix may contain up to 20% recycled asphalt pavement, however no shingles will be included in this mix. Contractor must submit a MoDOT approved Job Mix Formula no more than one year old. At County's discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course and surface course).
- 2.1.3. **Surface Milling, Asphalt, Contractor Haul-off** (Item 4.7.3.): Milling of asphalt surfaced streets to a depth prescribed by the County. Typical applications will be 1-3" deep depending on conditions. Contractor will be responsible for haul-off and retainage of millings.
- 2.1.4. **Surface Milling, Asphalt, County Haul-off** (Item 4.7.4.): Milling of asphalt surfaced streets to a depth prescribed by the County. Typical applications will be 1-3" deep depending on conditions. County will be responsible for haul-off and retainage of millings.
- 2.1.5. **Surface Milling, Concrete, Contractor Haul-off** (Item 4.7.5.): Milling of concrete surfaced streets to a depth prescribed by the County. Typical applications will be 1-3" deep depending on conditions. Contractor will be responsible for haul-off and retainage of millings.
- 2.1.6. **Surface Milling, Concrete, County Haul-off** (Item 4.7.6.): Milling of concrete surfaced streets to a depth prescribed by the County. Typical applications will be 1-3" deep depending on conditions. County will be responsible for haul-off and retainage of millings.
- 2.1.7. **Surface Milling, Butt-Joint** (Item 4.7.7.): Milling of butt-joints at driveways, intersections, and project terminus. This milling may occur in asphalt or concrete pavements. Width of butt joints will typically be 72 inches on intersecting public roads; 24" on driveways.
- 2.1.8. **Dig Out Repair, Asphalt, Typical** (Item 4.7.8.): Dig-Out-Repair as shown in attached 'Dig Out and Repair Detail, Revised 8-16-10'. This repair consists of excavation of existing material to 16 inches below existing surface, replaced with woven geotextile fabric, two 6 inch lifts of compacted 1.5" minus aggregate, one four inch lift of compacted bituminous base to existing pavement surface. See attached detail.
- 2.1.9. **Dig Out Repair, Asphalt, Hasty** (Item 4.7.9.): Dig-Out-Repair which will typically be used in the event of a 'blow-up' of existing asphalt pavement during paving operations. Contractor will remove loose material until stable material is reached. Excavated area will be filled with BP-2 asphalt pavement compacted in maximum 4 inch lifts to match existing surface. This item will be paid by hour of time spent performing this work, in half hour increments. Material will be paid for with Item 4.7.1 or 4.7.2.
- 2.1.10. **Dig Out Repair, Concrete, Hasty** (Item 4.7.10.): Dig-Out-Repair which will typically be used in the event of a 'blow-up' of existing concrete pavement during paving operations. Contractor will remove unstable concrete pavement and unsuitable base material until stable material is reached. The excavated area will be filled with BP-2 asphalt pavement compacted in maximum 4 inch lifts to match existing surface. This item will be paid by hour of time spent performing this work, in half hour increments. Material will be paid for with Item 4.7.1 or 4.7.2.
- 2.1.11. **Rock Driveway Transitions** (Item 4.7.11.): This item will use compacted 1" minus aggregate to create transitions between new pavement surface and existing gravel driveways.
- 2.1.12. **Temporary Centerline Markers** (Item 4.7.12.): Reflector type temporary centerline markers will be placed on 40' centers delineating lanes of traffic following a resurfacing project.

- 2.1.13. **Restoration** (Item 4.7.13.): This item will typically be used to restore roadside areas that are disturbed due to dig-out repairs. For such dig-out repairs, this item will be paid at 1' width the entire length of the repair; additional restoration outside of the 1' width will be contractor's responsibility.
- 2.1.14. **Additional Work** (Item 4.7.14): This item will be used when due to circumstances within a project additional work needs to be done by the contractor that is not specified in this contract. Contractor shall indicate hourly rate for labor and equipment. If additional material is needed that is not specified in this contract, the contractor shall bill the County for the actual cost of the material plus 20%.
- 2.2. **Scope** – There is no minimum quantity of work expressed or implied associated with this contract. However, the below table shows the work intended to be completed with this contract in 2013.
- 2.2.1. **Intended work:**

***Note – This list is subject to change, shows the County's intent for the use of this contract ***

2013 Projects	Asphalt	Surface Milling
	Ton	SY
Old No. 7	1562	200 (asphalt)
Friendship Church Rd.	651	0
Mary Ann Circle	360	0
River Oaks Rd.	683	0
Trails West Subdivision	3044	23400 (asphalt)
Total	6300	23600

- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award through December 31, 2013.
- 2.4. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period.
- 2.5. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.6. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.7. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.
- 2.8. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.
- 2.9. **SPECIAL PROVISIONS**
- 2.9.1. **Asphalt Cement Price Index**
- 2.9.1.1. Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payment estimates for the

following month.

2.9.1.2..The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The adjustment will be applied to projects that have a quantity of asphalt wet ton mix pay items over 100 tons. The percentage of virgin asphalt as shown in the job mix formula, in accordance with Sec 401.4 and Sec 403.4, will be the basis for adjustments for any asphalt mix type placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.

2.9.1.3. Basis of Payment - To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D-E) \times T$$

Where: A = Adjustment for mix placed during monthly average index period

B = Tons of Mix Placed during the monthly average index period

C = % of virgin asphalt binder as listed in the job mix formula in use

D = monthly average price at time mix placement

E = monthly average price at time of bid

T = 1.04225 to account for Missouri State use tax

2.9.1.4. The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case, the "D" value used for the price adjustment will be either the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

2.9.1.5. Optional This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

2.9.2. **Warm Mix Asphalt:** The use of Warm Mix Asphalt is allowed as part of this contract. No unit priced deductions will be given for its use.

2.9.3. **Vibratory Screed:** Contractor is required to use an asphalt paver equipped with a vibratory screed for all work performed under this contract. Said vibratory screed shall be functional, calibrated for the material and conditions of the project, and turned on at all times during paving operations.

2.9.4 **Tack Coat:**

(Taken from MoDOT Engineering Policy Guide Section 407.1.4)

Application (Sec 407.4.2) If the tack coat is too heavy or too light, an inadequate bond is created and the mat may slip during compaction, which results in shoving and checking. In addition, a slippage failure (cracking) may occur after the pavement has been subjected to traffic. Bleeding may also occur if the tack coat is too heavy.

The tack coat must be uniformly applied to the existing surface at the rate specified in the contract. Generally, the application rate between the existing pavement and the first lift should be in the range of 0.05 to 0.10 gal/yd² *(Residual AC Content). It is strongly recommended to apply a light tack coat between each lift of bituminous pavement. The application rate between lifts should be in the range of 0.02 to 0.05 gal/yd² *(Residual AC

Content).

Depending on the condition of the existing surface, the application rate may need to be adjusted from the specified rate. This is acceptable as long as approval is obtained from the RE and the rate is within the applicable range mentioned above. For example, an open textured surface, such as an SP250 mix, requires more tack than a surface that is tight or dense, such as an SP125 mix. A milled surface requires additional tack because of the increased surface area (from the grooves left by the cutting teeth on the milling machine). A dry, aged pavement also requires a heavier tack coat than a newer pavement. These conditions, and any other possibilities, must be considered when a tack coat is applied.

There is no requirement governing the overlap of a tack coat. However, the best results are generally obtained with a double or triple lap. Therefore, the height of the spray bar on the distributor should be adjusted accordingly.

The tack coat must be allowed to break (cure) prior to spreading mix. Shortly after the tack coat has been applied, its color will change from brown to black as the water in the emulsion begins to evaporate. The emulsion also becomes "tacky" to the touch. The amount of time it takes for the tack coat to break depends on the type and grade of emulsion used, the application rate, the temperature of the existing surface, and the environmental conditions. The tack coat is said to have "set" once all of the water in the emulsion has evaporated. Typically, an emulsion sets in 1 to 2 hours.

If there is reason to believe that the tack coat is being diluted with a material other than water or that the dilution rate is other than what has been reported, a sample should be taken and shipped to the Central Laboratory.

Tack (Sec 407.4.2.1) It is extremely important that the tack coat remains on the existing surface in order to create an adequate bond between the existing surface and the mat. Usually, tack is only applied within the length of the lane drop. The tack coat should be allowed to set before it is subjected to construction traffic. Otherwise, the vehicle tires will pick up the tack. At the very least, the amount of construction traffic, including haul trucks, should be minimized.

The tacked surface should be covered with mix the same day. If this is not possible because of equipment problems (plant or paver breakdowns), sand must be lightly distributed over the tacked surface before opening to traffic. This will "blot" the tack, preventing it from being picked up by the traffic, and provide friction to the surface. When paving resumes, the excess sand must be removed before the mix is spread.

Purpose (Sec 407.3.1) The purpose of the tack coat is to improve the bond between the existing surface and the roadway pavement. A tack coat shall be applied to provide a bond between old and new wearing courses. The best results occur when the tack is applied to a dry and clean surface, free of loose material.

Application Rates (Section 407.3.2) The application rate will vary from 0.03 to 0.15 gal/yd² *(Residual AC Content), depending on the condition of the old pavement surface. The pavement course surface should be evaluated to determine the amount of tack to be applied. A viscous material should be used because very little penetration of the asphaltic oil into the pavement surface is expected. The tack coat should be allowed to become tacky or sticky before the surface course is laid. Emulsions are recommended for tacking on heavily traveled routes. Too much tack can create a slippage plane between the old pavement and the new pavement overlay as the tack coat acts as a lubricant instead of an adhesive. Also too

much tack could result in bleeding of the tack through to the new overlay surface, which can produce a slick pavement condition. After application of the tack, time must be allowed for the tack to break. Breaking is the phenomenon when the asphalt and water in the emulsion separate, beginning the curing process (brown to black color). Traffic should be kept off the tacked area.

Products (Section 407.3.3) Asphalt emulsions commonly used for tack coats are diluted SS-1, SS-1h, SCC-1 and CSS-1h. Refer to Standard Specification Section 407 for additional information regarding tack coats.

Tack coat is incidental to asphalt paving.

* Added for clarification

- 2.9.5. When performing Surface Milling operations, Contractor may encounter paving fabric (PetroMat, GlasPave, TruPave, etc.) that was installed as part of prior projects. No additional payment will be made due to such situation.
- 2.9.6. **Traffic Control** - The contractor will be responsible for traffic control for all projects performed under this contract. Traffic control shall be consistent with the MUTCD. Traffic control will be incidental to the work being done which requires traffic control.
- 2.9.7. Temporary asphalt transition ramps to accommodate traffic flow on surface and butt joint milled areas will be incidental those items.
- 2.10. **Warranty** - The contractor shall warranty both the labor and material for a period of one year from the date of application.
- 2.11. **Projects will be inspected by department personnel.**
- 2.12. **BIDDERS EXPERIENCE AND QUALIFICATIONS – The bidder must be approved to perform work under MoDot contracts.** The bidder shall include in the response, written documentation on their qualifications to perform the type of work described in this contract, and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of Attachment A.
- 2.13. **SCHEDULING** – It is anticipated that the County will provide the Contractor a list of projects to be completed as part of this contract in March of 2013 with an anticipated date when each project will be finished being prepped by Boone County forces, and ready for the projects. The County will then give the Contractor a notice to proceed on each project when preparations are complete. The contractor will be required to complete all such projects prior to September 1, 2013, but will not be left with less than 60 calendar days to complete the projects. The contractor shall notify the County not less than 14 calendar days prior to the beginning of a particular project. In the event that the County requests additional work outside of the initial request noted above, the Contractor will be required to begin said additional work within 30 calendar days of said request.
- 2.14. **PREVAILING WAGE** - Not less than 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. **Prevailing Wage Order Number 19** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.15. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies

shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.15.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.15.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included
The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.
- 2.15.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.15.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.16. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.17. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri

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

- 2.18. **LIEN WAIVERS** - Prior to the release of contract amount, contractor shall file with the County, 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;
- 2.19. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201. Payment shall be made within 30 days of receipt of a correct invoice.
- 2.20. **DESIGNEE** – Boone County Resource Management – Engineering Division
- 2.21. **Overhead Line Protection: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.**
- 2.22. **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.
- 2.23. 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.**

2.24. 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.

2.25. **Employment of Unauthorized Aliens Prohibited**

- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - The County will evaluate on qualifications and will use the quantities in Section 2.2.1, or current anticipated work list, to evaluate pricing of major bid items.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. Federal Tax ID:

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. PRICING

Unit Price

4.7.1. Asphalt Overlay, BP-2, Virgin	\$ _____ /Ton
4.7.2. Asphalt Overlay, BP-2, R.A.P.	\$ _____ /Ton
4.7.3. Surface Milling, Asphalt, Contractor Haul-off	\$ _____ /S.Y.
4.7.4. Surface Milling, Asphalt, County Haul-off	\$ _____ /S.Y.
4.7.5. Surface Milling, Concrete, Contractor Haul-off	\$ _____ /S.Y.
4.7.6. Surface Milling, Concrete, County Haul-off	\$ _____ /S.Y.
4.7.7. Surface Milling, Butt-Joint	\$ _____ /S.Y.
4.7.8. Dig Out Repair, Asphalt, Typical	\$ _____ /S.Y.
4.7.9. Dig Out Repair, Asphalt, Hasty	\$ _____ /Hr.
4.7.10. Dig Out Repair, Concrete, Hasty	\$ _____ /Hr.
4.7.11. Rock Driveway Transitions	\$ _____ /Ton
4.7.12. Temporary Centerline Markers	\$ _____ /E.A.
4.7.13. Restoration	\$ _____ /S.F.
4.7.14. Additional Work	\$ _____ /Hr.

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 the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.8.1. Authorized Representative (Sign By Hand):

4.8.2. Type or Print Signed Name:

4.8.3. Today's Date: _____

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

ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

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

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
------	-----------	--------------------	-------------------

3. General type of work performed:

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

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

(b) Description of defaulted contracts and reason therefore:

5. List references:

Dated at _____

this _____ day of _____, 20 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)

(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.

Joshua W. Davis Area Manager
Name and Title of Authorized Representative

Joshua W. Davis 2/18/13
Signature Date



Standard Terms and Conditions

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65101

Amy Robbins, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

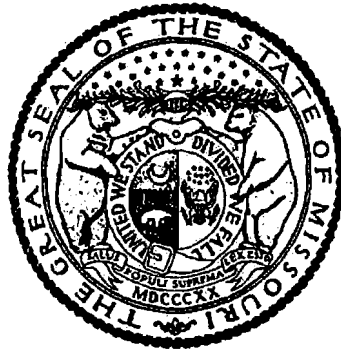
1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the office of Resource Management, Design and Construction Division.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 19

Section 010

BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director
Division of Labor Standards

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

Last Date Objections May Be Filed: April 9, 2012

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$30.76	55	60	\$18.81
Boilermaker			\$32.31	57	7	\$25.80
Bricklayer and Stone Mason	7/12		\$28.20	59	7	\$14.83
Carpenter	7/12		\$24.09	60	15	\$13.65
Cement Mason	7/12		\$25.73	9	3	\$10.70
Electrician (Inside Wireman)			\$30.42	28	7	\$12.18 + 13%
Electrician (Outside-Line Construction/Lineman)	9/12		\$38.91	43	45	\$5.00 + 37.5%
Lineman Operator	9/12		\$33.59	43	45	\$5.00 + 37.5%
Groundman	9/12		\$25.97	43	45	\$5.00 + 37.5%
Communication Technician			\$30.42	28	7	\$12.18 + 13%
Elevator Constructor		a	\$42.195	26	54	\$23.305
Operating Engineer						
Group I	8/12		\$26.16	86	66	\$22.60
Group II	8/12		\$26.16	86	66	\$22.60
Group III	8/12		\$24.91	86	66	\$22.60
Group III-A	8/12		\$26.16	86	66	\$22.60
Group IV	8/12		\$23.93	86	66	\$22.60
Group V	8/12		\$26.86	86	66	\$22.60
Pipe Fitter	8/12	b	\$34.25	91	69	\$25.03
Glazier		c	\$27.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$11.54
First Semi-Skilled			\$22.81	42	44	\$11.54
Second Semi-Skilled			\$21.81	42	44	\$11.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	7/12		\$25.09	60	15	\$13.65
Ironworker	8/12		\$27.81	11	8	\$21.04
Painter	7/12		\$21.95	18	7	\$11.42
Plasterer	7/12		\$24.54	94	5	\$12.39
Plumber	8/12	b	\$34.25	91	69	\$25.03
Pile Driver	7/12		\$25.09	60	15	\$13.65
Roofer \ Waterproofer			\$28.05	12	4	\$12.99
Sheet Metal Worker	7/12		\$29.35	40	23	\$14.64
Sprinkler Fitter - Fire Protection			\$30.52	33	19	\$17.02
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

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

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

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

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

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

**b - All work over \$7 Mil. Total Mech. Contract - \$34.25, Fringes - \$25.03

All work under \$7 Mil. Total Mech. Contract - \$32.91, Fringes - \$19.64

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

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

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	7/12	\$29.52	7	16	\$13.50
Millwright	7/12	\$29.52	7	16	\$13.50
Pile Driver	7/12	\$29.52	7	16	\$13.50
Electrician (Outside-Line Construction/Lineman)		\$36.36	9	12	\$5.00 + 42.5%
Lineman Operator		\$31.39	9	12	\$5.00 + 42.5%
Lineman - Tree Trimmer		\$22.68	32	31	\$5.00 + 23%
Groundman		\$24.27	9	12	\$5.00 + 42.5%
Groundman - Tree Trimmer		\$16.72	32	31	\$5.00 + 23%
Operating Engineer					
Group I	8/12	\$25.24	21	5	\$22.50
Group II	8/12	\$24.89	21	5	\$22.50
Group III	8/12	\$24.69	21	5	\$22.50
Group IV	8/12	\$21.04	21	5	\$22.50
Oiler-Driver	8/12	\$21.04	21	5	\$22.50
Laborer					
General Laborer	7/12	\$25.81	2	4	\$11.52
Skilled Laborer	7/12	\$26.41	2	4	\$11.52
Truck Driver-Teamster					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045

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

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

AFFIDAVIT OF COMPLIANCE WITH OSHA TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo

County of Boone)
)ss
State of Missouri)

My name is Shawn A Riley. I am an authorized agent of APAC Missouri, Inc. (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: 2013 Mill And Overlay Term & Supply

 2/15/13
Affiant Date

Shawn A. Riley
Printed Name

Subscribed and sworn to before me this 15 day of February, 2013.

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2013
Commission #09791890


Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

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 Purchasing

Melinda Bobbitt, CPPB
Director



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eyJd4c2a3e5b9ac89243c6a7543f6d1a/?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 *E-Verify Memorandum of Understanding* that you completed when enrolling or the last page of that Memorandum that includes your firm's name with confirmation of enrollment.**

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

THE E-VERIFY 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 **APAC-Missouri, Inc.** (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: 190916

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 **APAC-Missouri, Inc.**

Shawn Riley

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

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

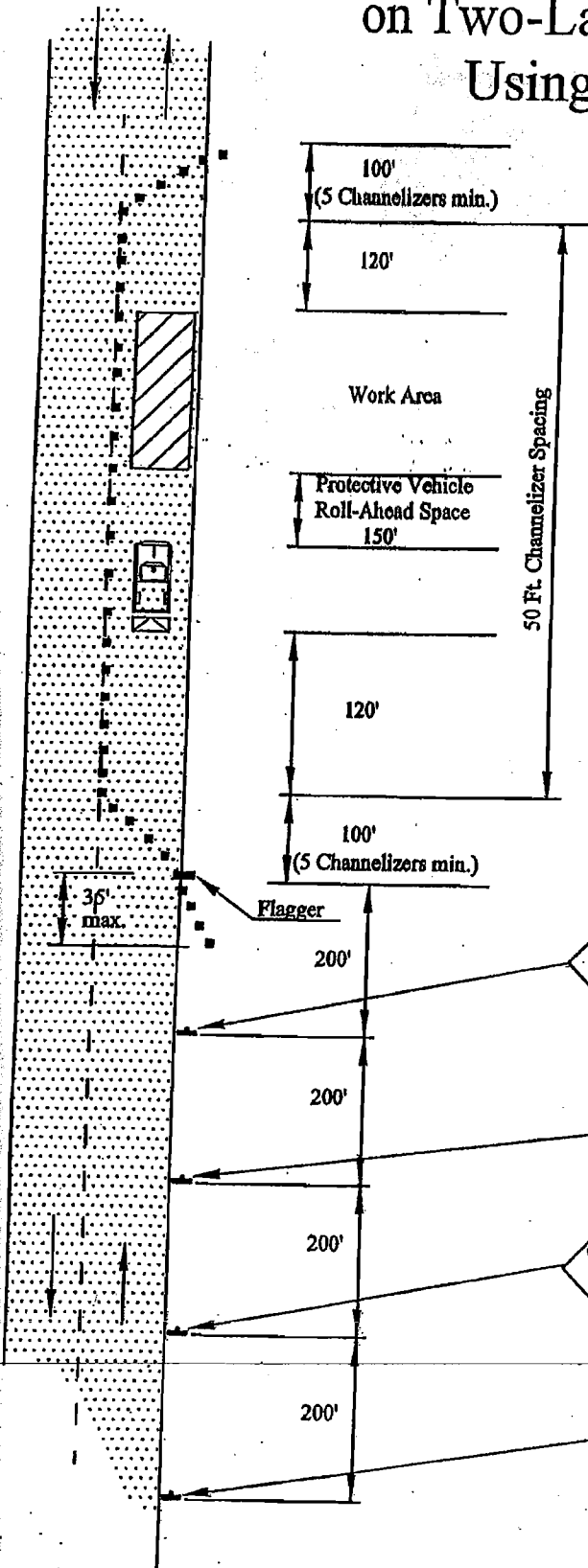
Printed Name

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:

Low Volume Lane Closure on Two-Lane Highway Using Flaggers



Notes:

When a temporary road closure is needed, both directions may be stopped at the same time up to a maximum of 20 minutes.

The protective vehicle may be eliminated if adequate sight distance exists and the work vehicle uses activated rotating lights.

For mobile operations where workers are on foot and move with the operation, channelizers may be reduced or eliminated.

Additional warning signs shall be erected at each intersection with another roadway within the work zone. Upon the discretion of the supervisor, additional warning signs may be erected at other intersections within the work zone.

For mobile operations, spacing between flagger and FLAGGER AHEAD sign shall not exceed one mile.

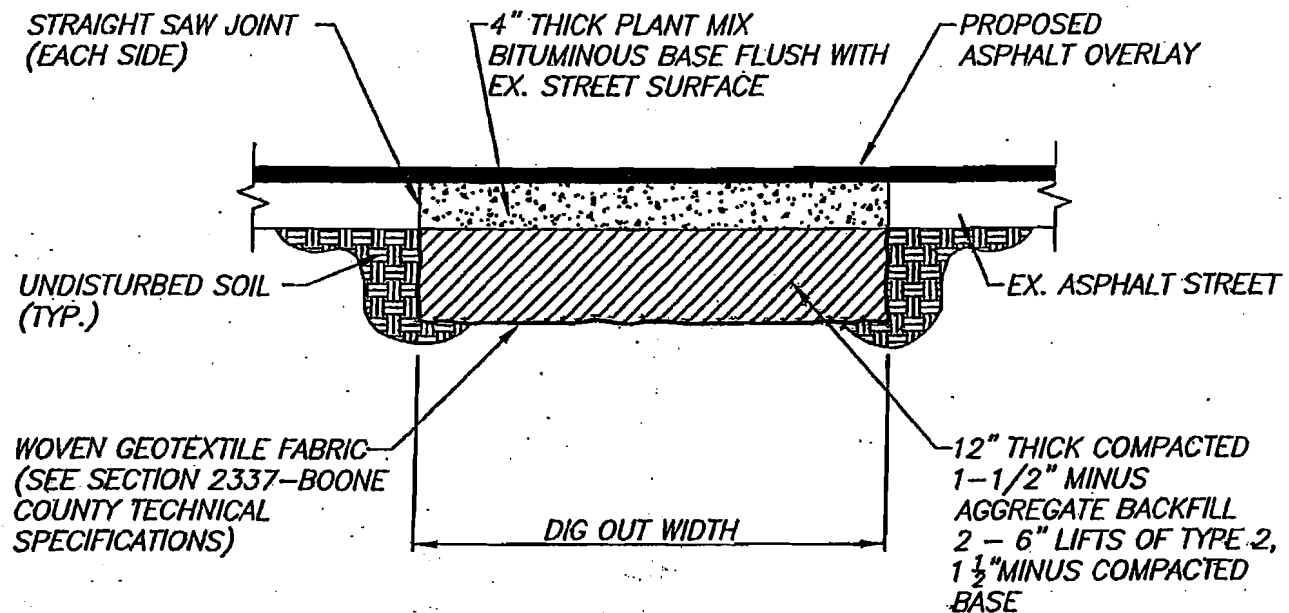
See MUTCD and MODoT Regulations for additional applicable details, notes, and definitions.

Paving Improvements Traffic Control Detail Sheet



DESIGN AND CONSTRUCTION DEPT.
5551 HIGHWAY 63 SOUTH
COLUMBIA, MISSOURI 65201-9711
PHONE (573) 449-8515
FAX (573) 575-1602

PROJECT No:
DATE: 3/22/10
SCALE: Not to Scale
DESIGN BY: A D
DRAWN BY: TC
CHECKED BY:
SHEET 1 OF 1



Notes:

1. Sawcut area designated by Boone County Public Works.
 2. Excavate to a Minimum of 16" Depth**
 3. Compact Bottom and Place Woven Fabric. (Mirafi 600X or Approved Equal.)
 4. Place Two (2) 6" Lifts of Type 2 , 1 1/2" Minus Compacted Base.
 5. Place 4" Lift of Compacted Bituminous Base on Primed Base Rock. Finish shall be flush with road surface and have a smooth ride.
 6. Additional Depth shall be backfilled with Type 2 , 1 1/2" Minus Compacted Base. 6" Maximum per Lift.
 7. Base **MUST** be approved by Inspector **BEFORE** placement of Fabric and Rock.
 8. Contractor shall remove and dispose of all materials excavated from the repair area.
- ** Additional Depth shall be paid by the Cubic Yard as per the Bid Form.

Dig Out and Repair Detail

Not To Scale

Revised: 8-16-10



“No Bid” Response Form

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Amy Robbins, Buyer
(573) 886-4392 – 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: 06-25JAN13 – 2013 Mill & Overlay Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

APAC-MISSOURI, INC.

DUNS: 041874546 CAGE Code: 1TMZ0

Status: Active

1591 E PRATHERSVILLE RD

COLUMBIA, MO, 65202-9614 ,

UNITED STATES

Entity Overview

Entity Information

DUNS: 041874546
Name: APAC-MISSOURI, INC.
Doing Business As: APAC
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date: 10/10/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.610.20130129-1039

WWW3

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



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of February 20 13

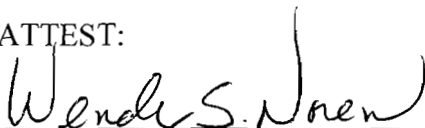
the following, among other proceedings, were had, viz:

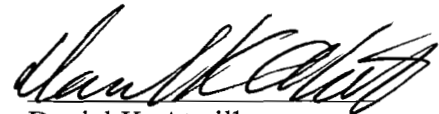
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Cole County Cooperative Contract 2012-32 by the Sheriff's Department to purchase a Panic Button Alarm from SecureTech Systems, Inc. of Fort Worth, TX.

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

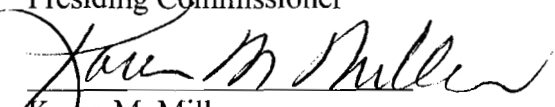
Done this 28th day of February, 2013.

ATTEST:

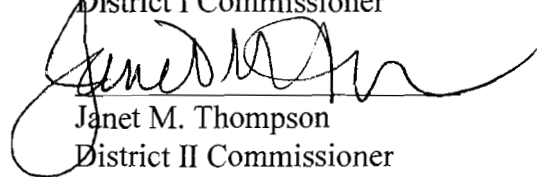

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: February 25, 2013
RE: 2012-32 – Panic Button Alarm System for Boone County Jail

The Boone County Sheriff Department requests permission to utilize the Cole County Missouri cooperative contract 2012-32 – Panic Button Alarm System with SecureTech Systems, Inc. of Fort Worth, TX.

The Panic Button Alarm System operates through a radio network. The system can be configured to allow the connection of multiple radios, make phone calls, send emails and text messages when the system is triggered.

This is a Term and Supply contract and invoices will be paid from department 1255 – Corrections, account 92300 – Replacement Machinery and Equipment. \$12,000 was budgeted for this purchase.

cc: Contract File
Cpt. Keith Hoskins, Corrections



PURCHASE REQUISITION BOONE COUNTY, MISSOURI

02/15/13

REQUEST
DATE

11825

VENDOR
NO.

SecureTech Systems, Inc.

VENDOR NAME

817-869-0569

PHONE #

ADDRESS

CITY

STATE

ZIP

BID DOCUMENTATION

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

- Bid /RFP (enter # below)
 - Sole Source (enter # below)
 - Emergency Procurement (enter # below)
 - Written Quotes (3) Attached (>\$2500 to \$4,499)
 - Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source
- Not Subject To Bidding (select appropriate response below):**
- Utility
 - Mandatory Payment to Other Govt
 - Employee Travel/Meal Reimb
 - Court Case Travel/Meal Reimb
 - Training (registration/conf fees)
 - Tool and Uniform Reimb
 - Dues
 - Inmate Housing
 - Pub/Subscription/Transcript Copies
 - Remit Payroll Withheld
 - Refund of Fees Previously Paid to County
 - Agency Fund Dist (dept #s 7XXX)
 - Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
 - Intergovernmental Agreement
 - Not Susceptible to Bidding for Other Reasons (Explain):

#2012-32

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 1255

Bill to Department # 1255

Department				Account				Item Description	Qty	Unit Price	Amount
1	2	5	5	9	2	3	0 0	WAVE30 Control Panel	1	7000.00	7000.00
1	2	5	5	9	2	3	0 0	Single Button Duress Alarm	25	125.00	3125.00
1	2	5	5	9	2	3	0 0	Repeater	1	600.00	600.00
1	2	5	5	9	2	3	0 0	On Site Set-up and Training	1	750.00	750.00
TOTAL:											11475.00

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

Amy Robbins

Prepared By

Requesting Official

Auditor Approval

95-2013

**PURCHASE AGREEMENT
FOR ENHANCEMENT AND EXPANSION OF PANIC BUTTON ALARM SYSTEM
FOR THE BOONE COUNTY JAIL**

THIS AGREEMENT dated the 28th day of February 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and SecureTech Systems, Inc., herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for furnishing, delivery, installation of **Panic Button Alarm System**, in compliance with all bid specifications and any addendum issued for the County of Cole, Missouri Contract No. **2012-32**, SecureTech Systems, Inc. Quote dated February 15, 2013, Boone County Standard Contract Terms and Conditions, Work Authorization Certification, Boone County Insurance Requirements, Debarment Certification, Affidavit of Compliance with OSHA and Affidavit of Compliance with Prevailing Wage Law. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the County of Cole, Missouri Contract No. **2012-32** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with a Panic Button Alarm System. Equipment, accessories, software and maintenance shall be provided in conformity with the contract documents for the prices / discount structure set forth in Bidder's response, as needed and as ordered by the County. Panic Button Alarm System products will be purchased as follows:

ITEM	Cost	Qty	Cost Extended
WAVE30 Control Panel	\$7,000.00	1	\$7,000.00
Single Button Duress Alarm	\$ 125.00	25	\$3,125.00
Repeater	\$ 600.00	1	\$ 600.00
On Site Set-up and Training	\$ 750.00	1	\$ 750.00
Boone Co. Total			\$11,475.00

3. **Contract Duration** - This agreement shall commence on the date of award and extend through **December 31, 2013** subject to the provisions for termination specified below.

4. **Delivery** - Vendor agrees to coordinate delivery of equipment and service with the Boone County Sheriff Department.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the Vendor's quote. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's quote to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission 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.

9. **Prevailing Wage** - 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.

10. **OSHA Training - 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.

11. **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.

95-2013

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

SECURETECH SYSTEMS, INC.

by JLJ

title President

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
C.J. Dykhouse, County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk my

AUDITOR CERTIFICATION

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

June Pitchford by jg 02/27/13
Signature Date

1255-92300 11,475.00
\$11,725.00

Appropriation Account

2

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
7. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
11. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
12. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
14. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2013

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

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

PRODUCER KNOTT INSURANCE GROUP 1319 S I-35 E DeSoto, TX 75115 License #: 6991	CONTACT NAME: Gracie Romero	FAX (A/C, No.): (972)217-4233	
	PHONE (A/C, No, Ext): (972)217-2004	E-MAIL ADDRESS: gracie@knottins.com	
INSURED SECURETECH SYSTEMS INC DBA SECURTECH 4500 FULLER DRIVE STE. 135 IRVING, TX 75038	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ESSEX INSURANCE COMPANY		
	INSURER B: CNA		
	INSURER C: Texas Mutual Insurance Co.		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 00000103-0

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	CL420908754	04/07/2012	04/07/2013	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 \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$	N	N	5085220216	06/29/2012	06/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
C	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 N	N/A	0001227415	08/09/2012	08/09/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

BOONE COUNTY PURCHASING
613 E. ASH STREET, ROOM 119
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

(GMR)

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(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.

Juliana Goldenberg, President

Name and Title of Authorized Representative

JCG

Signature

2-20-13

Date

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

County of Dallas)

State of TX)ss
)

My name is Juliana Goldenberg I am an authorized agent of SecureTech Systems, Inc.
(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.**

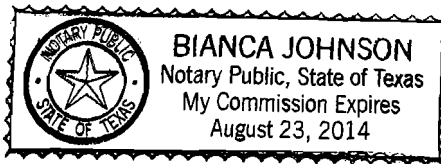
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

[Signature] 2-22-13
Affiant Date

Juliana Goldenberg
Printed Name

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

[Signature]
Notary Public



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

Additional information may be obtained from:

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

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 **SecureTech Systems, Inc.** (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).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. 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 a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the 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.

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 regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- 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.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer 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 access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. 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(I)) 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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 (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption 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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. 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 unfair immigration-related 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).

12. 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.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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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.

14. The Employer acknowledges that the information which 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)), and that 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.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. 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) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: 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 use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate 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.

b. Federal contractors already enrolled at the time of a contract award: 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 initiate 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 3 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: 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 pursuant to 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. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: 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 do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed 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.

2. 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.

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 tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 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. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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 the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all 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

Company ID Number: 240240

mandatory refresher tutorials. 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 a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, 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.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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 procedures 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 its performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. 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.

E. 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.

F. The Employer understands that the fact of 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, 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).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Company ID Number: 240240

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 SecureTech Systems, Inc.

Juliana Goldenberg

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/21/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/21/2009

Date



Company ID Number: 240240

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: SecureTech Systems, Inc.

Company Facility Address: 4108 Amon Carter Blvd, Ste 206

Fort Worth, TX 76155

Company Alternate
Address:

County or Parish: TARRANT

Employer Identification

Number: 752551428

North American Industry
Classification Systems

Code: 335

Parent Company:

Number of Employees: 5 to 9

Number of Sites Verified

for: 1

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

- TEXAS 1 site(s)

Company ID Number: 240240

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

Name:	Juliana Goldenberg	Fax Number:	(817) 869 - 0570
Telephone Number:	(817) 869 - 0569		
E-mail Address:	juliana.goldenberg@securetechwave.com		
Name:	Kathy Engroff	Fax Number:	(817) 869 - 0570
Telephone Number:	(817) 869 - 0569		
E-mail Address:	kathy.engroff@securetechwave.com		

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

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

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

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure

to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 19

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director
Division of Labor Standards

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

Last Date Objections May Be Filed: **April 9, 2012**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/12		\$31.26	55	60	\$19.51
Boilermaker	1/13		\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	7/12		\$28.20	59	7	\$14.83
Carpenter	7/12		\$24.09	60	15	\$13.65
Cement Mason	7/12		\$25.73	9	3	\$10.70
Electrician (Inside Wireman)			\$30.42	28	7	\$12.18 + 13%
Electrician (Outside-Line Construction/Lineman)	9/12		\$38.91	43	45	\$5.00 + 37.5%
Lineman Operator	9/12		\$33.59	43	45	\$5.00 + 37.5%
Groundman	9/12		\$25.97	43	45	\$5.00 + 37.5%
Communication Technician			\$30.42	28	7	\$12.18 + 13%
Elevator Constructor		a	\$42.195	26	54	\$23.305
Operating Engineer						
Group I	8/12		\$26.16	86	66	\$22.60
Group II	8/12		\$26.16	86	66	\$22.60
Group III	8/12		\$24.91	86	66	\$22.60
Group III-A	8/12		\$26.16	86	66	\$22.60
Group IV	8/12		\$23.93	86	66	\$22.60
Group V	8/12		\$26.86	86	66	\$22.60
Pipe Fitter	8/12	b	\$34.25	91	69	\$25.03
Glazier		c	\$27.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$11.54
First Semi-Skilled			\$22.81	42	44	\$11.54
Second Semi-Skilled			\$21.81	42	44	\$11.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	7/12		\$25.09	60	15	\$13.65
Ironworker	8/12		\$27.81	11	8	\$21.04
Painter	7/12		\$21.95	18	7	\$11.42
Plasterer	7/12		\$24.54	94	5	\$12.39
Plumber	8/12	b	\$34.25	91	69	\$25.03
Pile Driver	7/12		\$25.09	60	15	\$13.65
Roofer \ Waterproofer			\$28.05	12	4	\$12.99
Sheet Metal Worker	7/12		\$29.35	40	23	\$14.64
Sprinkler Fitter - Fire Protection	12/12		\$30.52	33	19	\$17.95
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

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

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

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

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

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- **b - All work over \$7 Mil. Total Mech. Contract - \$34.25, Fringes - \$25.03
All work under \$7 Mil. Total Mech. Contract - \$32.91, Fringes - \$19.64
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**REPLACEMENT PAGE
BOONE COUNTY**

OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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

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

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

**REPLACEMENT PAGE
BOONE COUNTY**

OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**REPLACEMENT PAGE
BOONE COUNTY**

OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked ~~\$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which~~ the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

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

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	7/12	\$29.52	7	16	\$13.50
Millwright	7/12	\$29.52	7	16	\$13.50
Pile Driver	7/12	\$29.52	7	16	\$13.50
Electrician (Outside-Line Construction\Lineman)		\$36.36	9	12	\$5.00 + 42.5%
Lineman Operator		\$31.39	9	12	\$5.00 + 42.5%
Lineman - Tree Trimmer	1/13	\$23.19	32	31	\$5.00 + 23%
Groundman		\$24.27	9	12	\$5.00 + 42.5%
Groundman - Tree Trimmer	1/13	\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	8/12	\$25.24	21	5	\$22.50
Group II	8/12	\$24.89	21	5	\$22.50
Group III	8/12	\$24.69	21	5	\$22.50
Group IV	8/12	\$21.04	21	5	\$22.50
Oilier-Driver	8/12	\$21.04	21	5	\$22.50
Laborer					
General Laborer	7/12	\$25.81	2	4	\$11.52
Skilled Laborer	7/12	\$26.41	2	4	\$11.52
Truck Driver-Teamster					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045

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

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

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

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

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

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

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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

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

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

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

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HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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



WAVE System Proposal for Boone County, MO Jail

February 15, 2013

Item	Description	Quantity	Cost	Total
1	WAVE Plus Control Panel with Email/Texting Module	1	\$7,000.00	\$7,000.00
2	Single Button Duress Alarm	25	\$125.00	\$3,125.00
3	Repeater	1	\$600.00	\$600.00
4	On Site Set-up and Training	1	\$750.00	\$750.00

Total \$11,475.00

Key Features

- Wireless receiver can handle 900MHz wireless spread spectrum technology
- Control panel includes hard wired inputs/outputs for integration with other systems
- System can send emails and text messages
- Virtual buttons can be added to computers within your network
- External antenna for maximum radio distance
- Control panel includes touch screen for programming
- Includes backup battery
- No wires other than a 110 VAC outlet needed
- 110 Volt AC transformer included
- Control panel is locked with a key for security
- Convenient eyehooks to mount wall unit
- Two year limited warranty standard with all WAVE systems
- UHF/VHF radio is supplied with WAVE systems as standard
- Customer must provide a radio for each control panel if 800 MHz or any other non-standard frequencies are specified
- This quote is valid for six months from the issue date
- SecureTech's standard terms and conditions apply

Accepted By: _____

Date: _____

PANIC BUTTONS—COLE COUNTY COURTHOUSE, ANNEX AND CARNEGIE

This Contract entered into this 5 day of February, 2013, by and between the County of Cole, hereinafter called the "County," and SecureTech Systems, Inc., hereinafter called the "Contractor."

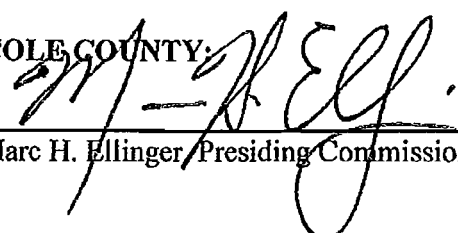
Witnesseth, that the County and the Contractor, for the consideration hereinafter named, agree as follows:

1. **Scope of the Work.** The Contractor shall provide and furnish all expertise, labor, materials, tools, supplies, equipment, services, supervision and administration as necessary to provide the Cole County Courthouse, Annex and Carnegie Building with a total of sixty (60) single button duress alarms, one (1) WAVE Plus control panel with email and texting module, and onsite set-up and training. The Contractor shall be responsible for coordinating installation and training as well as the removal of existing equipment with Cole County Circuit Marshal, and acquiring approval from the Cole County Maintenance Director should any equipment need to be affixed to the outside of any County building.
2. **Time of Completion.** The work to be performed under this contract shall be substantially completed by April 15, 2013.
3. **Contract Sum.** The County shall pay the Contractor for the performance of the contract, subject to additions and deductions subsequently agreed to in writing, the sum of \$15,250.00. Additional single button duress alarms shall be priced at \$125.00 each.
4. **Final Payment.** The County shall have the right and opportunity to make a final inspection of said work and materials after receipt of notice of completion of the work, and upon acceptance thereof by the County, payment shall be made of the contract sum due the Contractor. Such acceptance shall not be unreasonably withheld and in the event the County refuses to accept, the County shall within a ten-day period notify the Contractor in writing of such refusal and shall specify the reasons therefore. The Contractor shall within the next ten days take appropriate steps to remedy any deficiencies set forth as reasons for refusal and upon completion thereof shall be entitled to prompt payment of any remaining balance due it.
5. **Contractor's Responsibility for Loss or Damage.** Contractor agrees that it will indemnify and hold harmless the County, its agents and employees from all claims, actions, demands, damages, costs and expenses and liability whatsoever, including reasonable attorneys' fees, brought against or suffered or incurred by any of them as a result of Contractor's negligence.
6. **Changes in Work.** Changes in the work that are within the general scope of this contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract, signed by the County and Contractor for adjustments to service and/or compensation under this contract. The Contractor shall not be obligated to perform work until a Change Order has been executed by the County and Contractor.

7. **Special Agreements and Warranty Programs Included.** Contractor warrants materials and workmanship for two (2) years from date of acceptance by the County and unlimited telephone technical support during normal business hours for the lifetime of the equipment.
8. **Governing Law.** This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Missouri.
9. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in force and effect and enforceable in accordance with its terms.
10. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning of interpretation of this Agreement.
11. **Authority.** The parties executing this Agreement represent that they possess the authority to enter into this Agreement on behalf of Southern Uniform and Equipment and Cole County respectively.
12. **Waiver.** No failure by a party to exercise any right it may have under this Agreement or under law upon another party's default, and no delay in the exercise of that right, shall prevent it from exercising the right whenever the other party continues to be in default. No such failure or delay shall operate as a waiver of any default or as a modification of the provisions of this Agreement.
13. **Successors in Interest.** This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.
14. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all previous discussions and agreements, and this Agreement may not be modified by any party except by initialing changes herein or by a writing signed by all parties. Furthermore, this Agreement shall be governed and construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith.

In Witness Whereof, the parties hereto have executed this Agreement the day and year first above written.

COLE COUNTY:



Marc H. Ellinger, Presiding Commissioner

ATTEST:



County Clerk

(Seal)

CONTRACTOR:

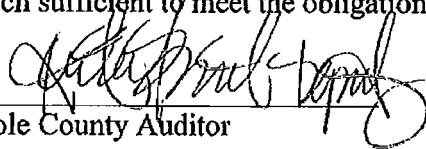
SecureTech Systems

By: St. Ki

Position: Owner

CERTIFICATION OF AUDITOR

I, the Auditor for Cole County, do hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which it is to be charged and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation incurred to SecureTech Systems, Inc..

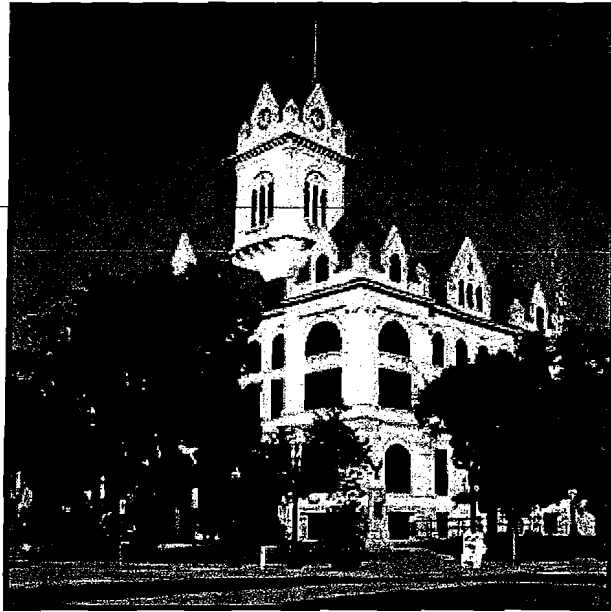


Cole County Auditor

Date

2/6/13

COPY



SecureTech System Inc.'s

Response to Proposal

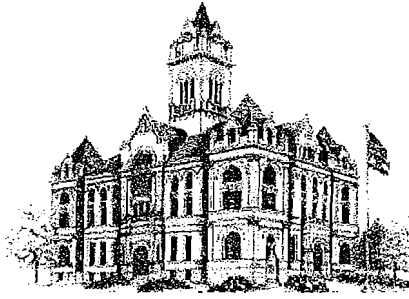
COUNTY OF COLE JEFFERSON CITY, MISSOURI

REQUEST FOR PROPOSAL

2012-32: ENHANCEMENT AND EXPANSION OF PANIC BUTTON ALARM SYSTEM

Cole County Commission
311 East High Street, Room 200
Jefferson City, MO 65109

To be opened January 11, 2013 – 9:00 a.m.



**COUNTY OF COLE
JEFFERSON CITY, MISSOURI**


REQUEST FOR PROPOSAL

**2012-32: ENHANCEMENT AND EXPANSION
OF
PANIC BUTTON ALARM SYSTEM**

***SUBMISSIONS SHALL BE ACCEPTED UNTIL
FRIDAY, JANUARY 4 at 3:00 p.m. CST
and received at:***

***COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65109***

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the products/services described herein in the manner and for the pricing submitted and in accordance with the outlined terms and conditions.

SecureTech Systems, Inc.	Juliana Goldenberg
Company Name	Authorized Agent (Print)
4108 Amon Carter Blvd. Suite 208	
Address	Signature
Fort Worth, TX 76155	President
City/State/Zip Code	Title
817-869-0569	1/8/2013
Telephone #	Date
juliana.goldenberg@securetechwave.com	817-869-0570
E-mail	Fax #

COLE COUNTY COMMISSION

COMMISSION
(573) 634-9110

PURCHASING
1736 SOUTHRIDGE DRIVE
JEFFERSON CITY, MISSOURI 65109

PURCHASING
(573) 634-9168

REQUEST FOR PROPOSAL

1.0 OVERVIEW

1.1 **NOTIFICATION.** This document constitutes a request for competitive, sealed proposals for Cole County to consider in the expansion and enhancement of its existing panic button alarm system.

1.2 **SCHEDULE OF EVENTS.**

December 10	Bid Specifications Available
December 27	MANDATORY Pre-Proposal Conference
December 28	Last Day for Questions
January 4	Submittals Due/Bid Opening

1.3 **MANDATORY PRE-PROPOSAL CONFERENCE.** A mandatory Pre-Proposal Conference will be held at **9:00 a.m. CST on Thursday, December 27** at the Cole County Commission Chambers: **311 East High Street, Room 200, Jefferson City, Missouri**. Attendance is a prerequisite for submitting a response to this solicitation and will be evidenced by the representative's signature on the attendance roster. This meeting will be used as a forum for questions, communications and discussions regarding this RFP and will include the only opportunity for contractors inspect the premises and current system. Any additions or changes that need to be made to this document as a result of discussions from the Pre-Proposal Conference will be accomplished as an addendum to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

1.4 **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that any questions not addressed during the mandatory Pre-Proposal Conference concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date and time scheduled for bid opening. All inquiries shall be directed to:

Jennifer Prenger, Purchasing Agent
Email: jprenger@colecouny.org

Contact with any other County employee regarding this solicitation is expressly prohibited without prior consent. Respondents directly contacting other County employees risks elimination from further consideration.

1.5 **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecountypurchasing.org. All issued addenda are incorporated by reference as if fully set out herein. **It is the responsibility of each respondent to verify that they have received, acknowledged and included in their submission all addenda related to this solicitation; failure to do so may constitute grounds for bid rejection.** Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these

specifications or amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. Failure to have requested an addendum covering any questions affecting the interpretation of the specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of the specifications.

- 1.6 **RESPONSE SUBMISSION.** Responses shall be submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time; shall be complete and signed by an official authorized to obligate the agency or company submitting the response; and shall include **one (1) complete original and three (3) exact duplicates**. It is the responsibility of each respondent to deliver his/her submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening; no fax or email submissions will be accepted. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender **without exception**.
- 1.7 **BID OPENING.** Submissions will be publicly opened and read aloud in the Cole County Commission Chambers on Friday, December 14 at 9:00 a.m. CST. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

2. TERMS AND CONDITIONS

- 2.1 **REJECTION.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new or purchase off of cooperative purchasing contract(s); and to accept or further negotiate the cost, terms or conditions of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.
- 2.2 **VALIDITY.** Respondents agree that responses will remain valid and pricing firm for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.3 **WITHDRAWAL.** Any respondent may withdraw his/her submission at any time prior to the scheduled bid opening. Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.
- 2.4 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.5 **ALTERATION OF SOLICITATION AND DEVIATIONS.** The wording of this solicitation may not be changed or altered in any manner. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission. Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.

- 2.6 **INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent prior to issuance of a contract. All costs incurred by respondent in preparing and submitting a response to this solicitation shall be borne by the respondent.
- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specifications or requirements of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
-
- 2.8 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.9 **INTERPRETATION OF DOCUMENTS.** Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.10 **CHANGE ORDERS.** The final contract between Cole County and the awarded party will include, by reference, the awarded party's response and the specifications contained in this solicitation. The County may make changes within the general scope of these specifications and/or the contract resulting from this solicitation, yet all departures from the accepted plans and specifications will be considered unauthorized unless the awarded party has obtained a change order, signed by the Cole County Commission, authorizing and directing such changes or departures. All unauthorized work, and/or the correction of such work, shall be at the awarded party's expense. No other individual is authorized to modify the contract in any manner.
- 2.11 **TAX EXEMPTION.** Cole County of Cole is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.12 **CONFLICT OF INTEREST.** In submitting a response, the respondent hereby covenants that at the time of submission, the respondent has no other contractual relationships which would create any actual or perceived conflict of interest. The respondent further agrees that during the term of the contract, neither the respondent nor any of its employees shall acquire any other contractual relationship which creates such conflict.
- 2.13 **COLLUSION CLAUSE.** Any agreement or collusion among respondents and/or prospective respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the submissions of such respondents void.
-
- 2.14 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with the specifications outlined herein.
- 2.15 **CONTRACT TERMINATION.**
- 2.15.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if

the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

2.15.2 TERMINATION FOR CONVENIENCE. The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

2.16 APPLICABLE LAW. In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.

2.17 PERMITS. All tasks must be carried out in accordance with all applicable laws and regulations. The awarded party shall bear the responsibility to apply for, pay for, and obtain any required permit, license, certification and/or inspection required by any governmental agency for the provision of the services described herein; including, but not limited to, the standards promulgated by the OSHA, NFPA, NEC, the Missouri Elevator Safety Act, RSMo 701.350-701.380 and 11CSR 40-5.010 – 40-5.150, and all other applicable codes including all life safety codes.

2.18 SHIPMENTS. All shipments shall be F.O.B. destination, freight prepaid, Jefferson City, Missouri.

2.19 FUNDS. Financial obligations of Cole County payable after the first fiscal year the system is in place are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In

the event funds are not appropriated, any resulting Contract will become null and void, without penalty to Cole County.

- 2.20 **ASSIGNMENT.** The awarded party shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by the Cole County Maintenance Director.
- 2.21 **DAMAGES.** The contractor shall be held responsible for any and all damage to the building resulting from the contractor's improper use of tools, materials, and equipment. The contractor shall repair damages at no cost to the County.
- 2.22 **BASIS OF AWARD.** Award shall be made to the lowest responsible respondent whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award will be made as ALL-OR-NOTHING for the service defined herein.
- 2.23 **COOPERATIVE PROCUREMENT.** Various County Offices, the City of Jefferson and/or other Cities within the boundaries of Cole County may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

3. SCOPE OF WORK

- 3.1 **CURRENT ENVIRONMENT.** Cole County's panic button alarm system consists of hard-wired panic buttons that transmit radio alerts to the Cole County Sheriff's Department and Court Marshalls. Panic buttons are currently in place at three County complexes with approximately sixty (60) buttons total.
- 3.2 **GOALS.** It is not the intent of the County to describe in full detail and specification a panic button alarm system; rather, the County is requesting respondents submit proposals as they feel best meet the needs of the County in enhancing existing technology and using as much existing equipment as possible to combat costs in potential transition and/or expansion. The **mandatory** pre-proposal conference will serve as an open forum for more specific discussion on the needs of Cole County.
- 3.2.1 Cole County is interested in exploring technologies to allow communication of emergency situations to not only law enforcement, but also elected officials/department heads so that ~~appropriate security measures may be taken.~~ Communication through multiple outlets is highly desired and must include, at minimum, two-way radio, text messages and emails.
- 3.2.2 The proposed solution must be modular with the capability of being expanded, upgraded and duplicated at other County locations as required.
- 3.3 **RESPONSE.** All proposals must be divided into the following sections, clearly labeled, as follows:
- 3.3.1 Describe the estimated installation/implementation plan, schedule, and what will be required of staff of Cole County

- 3.3.2 List and describe additional optional features available and costs
- 3.3.3 Discuss the effects of power surge or failure on the system
- 3.3.4 Provide any data with proposal to support reliability, scalability and life-span of proposed system and equipment
- 3.3.5 Provide details of quality control and sources of equipment along with details of availability of replacement parts

- 3.3.6 Provide documentation of successful operations with at least one within the State of Missouri if applicable
- 3.3.7 Provide a minimum of three (3) references with similar working systems. Provide names, telephone numbers and positions of contact persons
- 3.3.8 Describe customer support after installation with a detailed outline of such support
- 3.3.9 **PRICE.** All proposals must be firm quotations for a minimum period of ninety days (90) from the due date. Proposals must reflect a **TOTAL CASH PRICE** of the package proposed, fully implemented. All prices bid shall be FOB installed, Jefferson City, Missouri.
 - **All pricing must be listed separately by feature or function so the County can evaluate and select them separately.**
 - Outright Purchase at Installation must include detail of individual hardware and software costs and available software support during and after installation and any applicable fees.

4.0 EVALUATION AND AWARD

- 4.1 **EVALUATION.** An evaluation committee shall review the proposal submissions. After each proposal has been evaluated, short-listing procedures will narrow the list of candidates to those determined to be best-suited to meet the needs of Cole County.

Each of these selected respondents may then be invited to an interview at which time they will be given an opportunity to present their proposal, demonstrate their software and/or to answer questions from the evaluation committee. References will be used to verify quality of service and the ability of the respondent to provide a dependable solution. The selection committee may choose to visit one of the Vendor's current customers to see the software in use. **Proposals will be evaluated using the following criteria:**

- All-inclusive cost detail.
- ~~References (a minimum of one reference with similar implementation in the state of Missouri if possible)~~
- Quality of system design, hardware specifications, and implementation plan.
- Company experience and expertise in installing similar systems as the type specified
- Availability and degree of support during and after installation.

During the evaluation process, discussions may be conducted with respondents who have submitted proposals determined to be reasonably susceptible of being selected for award. Discussion may cover

cost, method, and other relevant factors. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

- 4.2 **AWARD.** This RFP does not require Cole County to make an award to the company submitting the lowest priced proposal. It is the intent of Cole County to obtain data as complete as possible from each respondent as will enable the Cole County to identify the proposal that best meets the needs of the Cole County while remaining within the price range of available resources. Final approval is required by the Cole County Commission.
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SecureTech Systems, Inc.

The WAVE Plus Panic Button Alarm System

3.3.1 Describe the estimated installation/implementation plan, schedule, and what will be required of staff of Cole County

The WAVE Plus system is wireless and does not require extensive installation services as no electrical work is needed. The system will be set up by our technician under the direction of Cole County staff who will indicate where panic buttons should be located and how the alarms will be transmitted. The control panel and any repeaters will be plugged into standard AC power outlets. The system with around 60 buttons should take around a day to set up. The smaller systems should take around an hour to set up.

3.3.2 List and describe additional optional features available and costs

Please see attached flyers describing the WAVE Plus System.

The system includes the following features:

- 1 The system has capacity for up to 10,000 unique messages.
- 2 The WAVE is compatible with analog UHF, VHF, 800MhZ and any other digital or encrypted radio network.
- 3 The control panel includes a touch screen to configure the system.
- 4 Messages can be recorded and changed on the control panel. No additional hardware is necessary to configure the system.
- 5 Alarm notifications can be simultaneously transmitted over the integral speaker in the WAVE control panel and up to four radios networks.
- 6 Emails, text messages, contact closures and/or phone calls can also be triggered by the system.
- 7 A variety of different sensors is available with the system (see attached flyer).
- 8 All wireless sensors are fully supervised to ensure reliability. Low battery and missed-check-in supervisory alarms can be sent to appropriate personnel by email or text message.
- 9 Alarm messages can be repeated multiple times with a set delay between them.
- 10 All wireless sensors are fully supervised to ensure reliability. Low battery and missed-check-in supervisory alarms can be sent to appropriate personnel by email or text message.
- 11 The WAVE Plus can generate printable alarm history reports and status reports.
- 12 Virtual panic buttons can be installed on MS/Windows computers within a local area network so that all computers within a local area network can transmit panic alarms.
- 13 Alarms can be configured to require acknowledgement on the system. If the alarm is not acknowledged within the set time, it will repeat and escalate by transmitting an alarm message to additional devices, if needed.

SecureTech Systems, Inc.

- 14 The WAVE Plus can be integrated with other security, production and building automation systems to add voice annunciation of alarms to other systems.

3.3.3 Discuss the effects of power surge or failure on the system

The WAVE Plus system includes a back-up battery and its own internal power supply which regulates power distribution in the system. System functionality will not be disrupted by a power failure or a power surge within normal limits.

3.3.4 Provide any data with proposal to support reliability, scalability and life-span of proposed system and equipment

Securetech Systems, Inc. has been in business for over 18 years. There are over 1,700 WAVE systems installed in courthouses, colleges and other municipal buildings across the US and Canada with more than 60 in Missouri. Many WAVE systems still in use across the country are over ten years old. They remain robust and reliable.

The system is scalable up to 10,000 sensors. It is easy to add or move panic buttons or other wireless sensors as needs change. Additional buildings within a campus can be added to the system with the use of wireless repeaters.

3.3.5 Provide details of quality control and sources of equipment along with details of availability of replacement parts

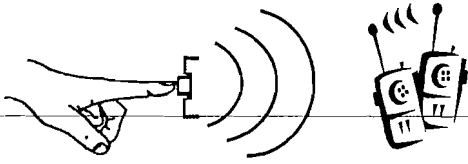
Securetech Systems, Inc. is the manufacturer of the WAVE system. We have been in business since 1994. Each system is individually tested both in our factory and after it is set up at the end user's facility.

We choose our suppliers carefully to ensure the best quality and reliability. The wireless infrastructure in our equipment is supplied by Inovonics. Inovonics is one of the largest and best known wireless manufactures of security equipment in the US.

The WAVE Wireless Instant Notification System

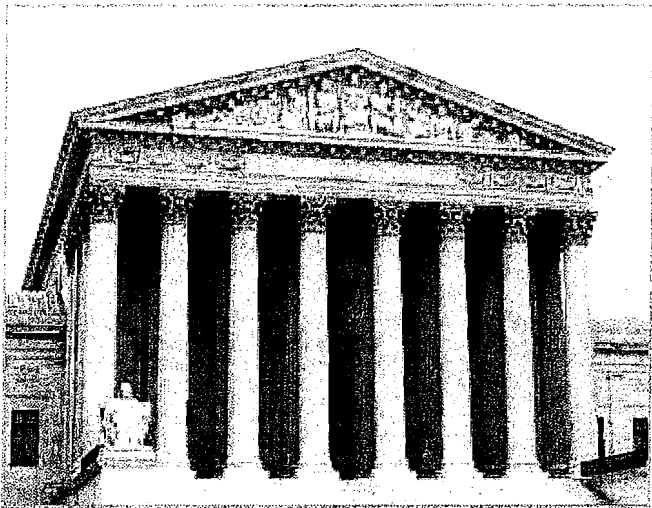
Strengthen Your Court Security with SecureTech

"Emergency in Courtroom One!"



System Features:

- Transmits unique, detailed, customized messages to all hand-held radios and base stations in the radio network
- Messages are easily added or changed by end-users
- Includes hard wired input and output relays which can be assigned to zones to trigger other devices
- Can send emails and/or text messages
- Compatible with a wide variety of sensors, including panic buttons, tilt switches, door/window contacts and motion detectors
- Sensors can be scheduled to be on or off during specified hours based on a customized schedule
- Compatible with VHF, UHF, 800 MHz or any other commercially available frequency
- Battery backup included
- Two year warranty provided with all new systems



The WAVE is flexible and cost effective. When wireless sensors are triggered, the WAVE transmits a pre-recorded alarm over your existing radio network. Officers can react immediately without any dispatch delay.

With no wires to run through walls, wireless panic buttons and other sensors can be installed easily in the courtroom, judges' chambers, offices, law library, etc.

The WAVE system can be easily integrated into existing security equipment to add value to your overall security solution. Officers are free to patrol the courthouse yet still respond effectively when needed.



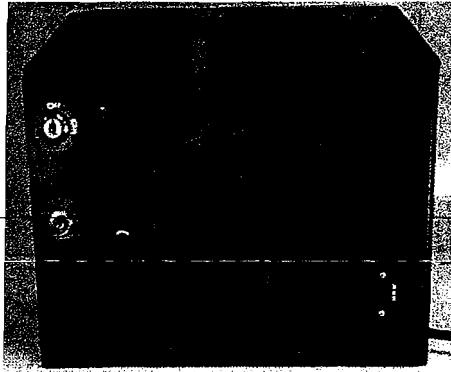
***Add wireless panic buttons
to your security system
and get instant, pinpointed
notification of emergencies***

***We have over 1,000 satisfied
customers nationwide!***

817 869 0569

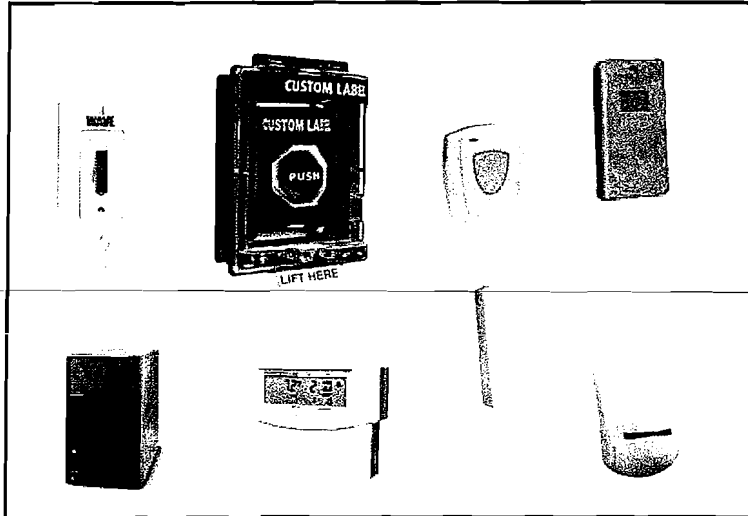
The WAVE Wireless Instant Notification System

Wave Plus System Features



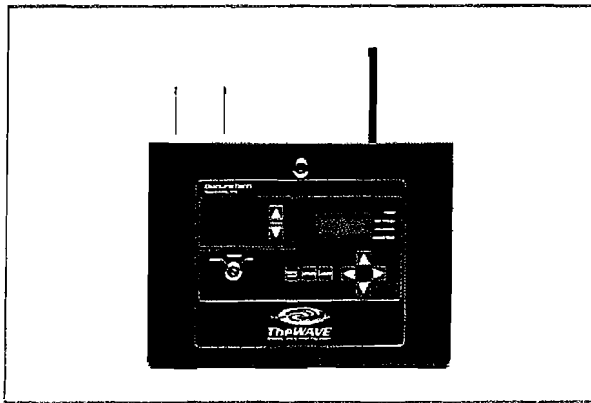
<p>The WAVE Plus has capacity for up to 10,000 zones each with a unique alarm message. Multiple sensors can be assigned to each zone.</p>	<p>It is easy to add sensors, change messages or update the configuration of the WAVE Plus using the touch screen on the front of the control panel.</p>
<p>Standard wireless sensors include panic buttons, door contacts, tilt sensors, temperature monitors and motion detectors.</p> <p>Specialized wireless sensors such as flush monitors, pressure mats and trip beams are available. The WAVE can also be integrated with magnetic locks to provide notification of unauthorized egress.</p>	<p>Alarm notifications can be simultaneously transmitted over up to four radios. Emails, text messages, contact closures and/or phone calls can also be triggered by the WAVE.</p> <p>Each zone can be configured individually. Security alarms can be transmitted over a law enforcement frequency while building automation alarms are sent over the facility department's frequency.</p>
<p>The WAVE Plus can be integrated with other security, production and building automation systems. Voice annunciation of alarms can be added to access control, hard-wired panic buttons, CCTV, fire alarm, back-up generator, elevator, escalator, AED, and other systems.</p>	<p>The WAVE Plus is compatible with VHF, UHF, 800 MHz or any other frequency, including digital or encrypted.</p>
<p>Certification of compliance with UL standards will be obtained.</p>	<p>The WAVE Plus has a courtesy hold-off and will wait for a clear-channel before broadcasting alarms over a radio network.</p>
<p>All wireless sensors are fully supervised to ensure reliability. Low battery and missed-check-in supervisory alarms can be sent to appropriate personnel by email or text message.</p>	<p>Alarm messages can be repeated multiple times with a set delay between them.</p>
<p>The WAVE Plus can generate printable alarm history reports and status reports.</p>	<p>Alarm notifications for specified zones can be scheduled to be on or off at certain hours of the day.</p>
<p>The WAVE Plus includes a battery backup which will keep the system functioning in the event of a power failure.</p>	<p>Virtual panic buttons can be installed on MS/Windows computers within a local area network so that all computers within a network can transmit panic alarms.</p>
<p>The WAVE Plus can be configured to broadcast a start-up or shut-down message when the system is armed or disarmed.</p>	<p>Alarms can be configured to require acknowledgement on the system. If the alarm is not acknowledged within the set time, it will repeat and escalate by transmitting an alarm message to additional devices, if needed.</p>
<p>A Portable WAVE Plus system is available for temporary or covert deployment.</p>	<p>A 2 year, extendable manufacturer's warranty is provided with new systems.</p>

The WAVE Wireless Instant Notification System



INPUTS

- Wireless Sensors
 - Panic Buttons
 - Motion Sensors
 - Door/Window Contacts
 - Tilt Switches
 - Pull Cords
 - Pressure Mats
 - Trip Beams
 - Temperature Sensors
 - Specialized Sensors
- Other Security Systems and Alarm Panels



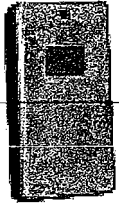
OUTPUTS

- Two-way Radios
- Push-to-Talk Phones
- Other Security Systems
- Emails and Text Messages
- Sirens, Strobes and other Relay Devices
- Telephones
- Speakers



The WAVE Wireless Instant Notification System

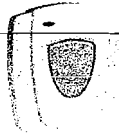
WAVE Wireless Peripherals



Panic Button



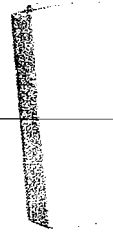
Panic Button
(double)



Water Resistant
Panic Button



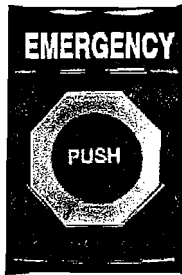
Water Resistant
Panic Button
(double)



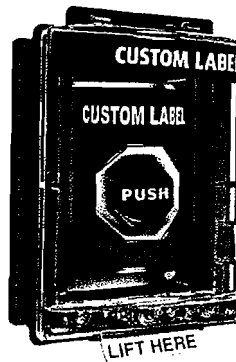
Tilt Switch



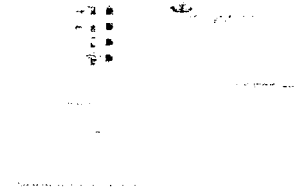
Universal
Transmitter



Mushroom Button



Mushroom Button with
Weather Resistant Cover



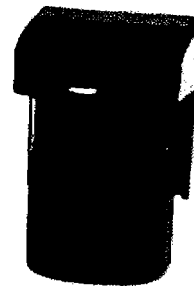
Repeater



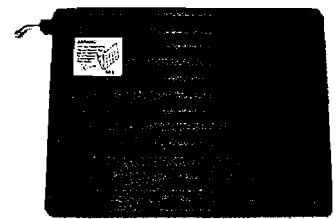
PIR Motion
Detector



Door/Window
Contact



Trip Beam



Pressure Mat



Glass Break



Bill Trap

SecureTech Systems, Inc.

3.3.6 Documentation of Successful Operations

Please see attached customer list which shows counties and colleges across the country which have the WAVE system installed at their facilities.

SecureTech Client List

ALABAMA

Autauga Co.
Calhoun Co.
Chilton Co.
Clay Co.
Cleburne Co.
Conecuh Co.
Crenshaw Co.
Dallas Co.
Elmore Co.
Escambia Co.
Etowah Co.
Fayette Co.
Greene Co.
Hale Co.

Lauderdale Co.
Lawrence Co.
Lee Co.
Macon Co.
Madison Co.
Marion Co.
Morgan Co.
Pickens Co.
Randolph Co.
Shelby Co.
St. Claire Co.
Sumter Co.
Tallapoosa Co.
Tuscaloosa Co.
Washington Co.
Wilcox Co.
Winston Co.

ARIZONA

Maricopa Co. D.A.
Yuma PD

ARKANSAS

Arkansas Co.
Benton Co.
Black River
Technical College
The Brookfield at
Hotsprings
Bradley Co.
Chicot Co.
Conway Co.
Craighead Co.
Crawford Co.
Crittenden Co.
Cross Co.
Dallas Co.
Desha Co.
Faulkner Co.
City of Harrisburg
Hempstead Co.
Hot Spring Co.
Howard Co.
Jackson Co.
Lee Co.
Little River Co.
Logan Co.
Lonoke Co.
Marion Co.
Miller Co.
Monroe Co.
Nevada Co.
Ouachita Co.
Poinsett Co.
Polk Co.
Pulaski Co.
Saint Francis Co.
Saline Co.
Sevier Co.
Texarkana PD
Union Co.
US Forest Service
Woodruff Co.

CALIFORNIA

Arclight Theatres
Colton PD
Community
Hospital of Monterey
Del Norte Co.
Lassen Co.
Macy's
Napa Co.
Pacific Theaters
San Leandro PD
Scripps Memorial
Hospital
Tuolumne Co.

COLORADO

Alamosa Co.
Fort Collins PD
Gilpin Co.
Greeley PD
La Plata Co.
Logan Co.
Phillips Co.
Supreme Court
Washington Co.
Weld Co.
City of Wray
Wray Community
Hospital
Yuma Co.

CONNECTICUT

Danbury Co.
Enfield Superior Court
Hartford Comm Court
Hartford
Supreme Court
New Britain JD
New Haven Co.
New London
Superior Court
Putnam
Superior Court
Waterford PD

FLORIDA

Bay Co.
Calhoun Co.
City of St. Petersburg
Columbia Co.
Dade Co.
Daytona Beach PD
Desoto Co.
Dunal Co.
FCC—Jacksonville
Hernando Co.
Longwood PD
Santa Rosa Co.
Sarasota Co.
Seminole Co.
State College
of Florida
Union Co.
USF St. Petersburg

GEORGIA

Bacon Co.
Barrow Co.
Ben Hill Co.
Berrien Co.
Bleckley Co.
Butts Co.
Chatham Co.
Clay Co.
Crisp Co.
DeKalb Co.
Dooly Co.
Echols Co.
Evans Co.
Fannin Co.
Grady Health System
Gwinnett Co.

Hancock Co.
Henry Co.
Jeff Davis Co.
Lamar Co.
Lanier Co.
Laurens Co.
Lincoln Co.
Long Co.
Lumpkin Co.
Madison Co.
McIntosh Co.
Montgomery Co.
Peach Co.
Pichens Co.
Piedmont Hospital

Pierce Co.
Putnam Co.
Quitman Co.
Richmond Co.
Schley Co.
Screven Co.
Sumter Co.
Tattnall Co.
Taylor Co.
Tift Co.
Tifton PD
Troup Co.
Twiggs Co.
Warren Co.
Wilcox Co.

ILLINOIS

Boone Co.
Ford Co.
Hancock Co.
Harrison Co.
Iroquois Co.
Kane Co.
Lake Co.
LaSalle Co.
Madison Co.
McDonough Co.
Health Dept.
Morgan Co.
St. Clair Co.
Stephenson Co.
Wabash Co.
White Co.
Whiteside Co.
Winnebago Co.
Wood Dale PD

INDIANA

Adams Co.
Allen Co.
Bartholomew Co.
Benton Co.
Blackford Co.
Brown Co.
Carmel PD
Clay Co.
Daviss Co.
Dearborn Co.
DeKalb Co.
Delaware Co.
Fayette Co.
Floyd Co.
Franklin Co.
Gibson Co.
Greene Co.
Harrison Co.
Jackson Co.
Jasper Co.
Jasper Muni
Jefferson Co.
Johnson Co.
Knox Co.
Lake Co.
La Porte Co.
Lawrence Co.

Marion Co.
Martin Co.
Miami Co.
Monroe Co.
Montgomery Co.
Orange Co.
Owen Co.
Parke Co.
Perry Co.
Pike Co.
Porter Co.
Posey Co.
Ripley Co.
Rush Co.
South Bend Schools

Spencer Co.
St. Joseph Co.
Sullivan Co.
Switzerland Co.
Tipton Co.
Union Co.
Vigo Co.
Wabash Sup. Court
Warren Co.
Washington Co.
Wayne Co.

IOWA

Adams Co.
Clarke Co.
Clay Co.
Clayton Co.
Clinton Co.
Crawford Co.
Des Moines Co.
Dubuque Co.
Jackson Co.
Jefferson Co.
Louisa Co.
Lucas Co.
Madison Co.
Mahaska Co.
Monroe Co.
Montgomery Co.
O'Brien Co.
Union Co.
Warren Co.

KANSAS

Allen Co.
Arkansas City Muni
Atchison Co.
Atchison Muni
Bourbon Co.
Cherokee Co.
Cowley Co.
Crawford Co.
Doniphan Co.
Graham Co.
Grant Co.
Gray Co.
Greeley Co.
Jefferson Co.
Kiowa Co.
Linn Co.
Meade Co.
Miami Co.
Norton Co.
Saline Co.
Shawnee Mission
Schools
Thomas Co.
Wichita Co.
Wilson Co.
Wyandotte Co.

KENTUCKY

Louisville PD
St. Joseph Hospital

Transylvania
University
VA Hospital
Lexington

LOUISIANA

Ascension Parish
Assumption Parish
Bastrop PD
Beauregard Parish
Bienville Parish
Caldwell Parish
Desoto Parish
Hammond PD
Iberville Parish
Jefferson Parish
Natchitoches Parish
Ouachita Parish
Tangipalooa Parish
Washington Parish
Webster Parish
West Feliciana Parish

MARYLAND

Baltimore Co.
Calvert Co.
Fredrick ISD
Montgomery Co.
Prince Georges Co.
Temple University

MICHIGAN

Grand Rapids PD
Iosco Co.
Kalamazoo Co.
Kent Co.
Macomb Co.
Washtenaw Co.

MINNESOTA

Houston Co.
Minnetrista Public
Safety
Rock Co.
Waite Park PD
Washington Co.

MISSISSIPPI

Claiborne Co.
Covington Co.
Hinds Co.
Holmes Co.
Jefferson Co.
Jones Co.
Lamar Co.
Lauderdale Co.
Lawrence Co.
Lee Co.
Leflore Co.
Madison Co.
Oktibbeha Co.
Panola Co.
Pontotoc Co.
Scott Co.
Sharkey Co.
Sunflower Co.
Tate Co.
Warren Co.
Washington Co.

MISSOURI

Adair Co.
Barry Co.
Boone Co.
Butler Co.
Caldwell Co.
Callaway Co.
Chariton Co.
Christian Co.
City of Mexico
Clark Co.
Cole Co.
Cooper Co.

Crawford Co.
Daviss Co.
Dent Co.
Dunklin Co.
Franklin Co.
Gasconade Co.
Grundy Co.
Henry Co.
Hickory Co.
Howell Co.
Iron Co.
Jasper Co.
Jefferson Co.
Johnson Co.
Knox Co.

Lafayette Co.
Lincoln Co.
Linn Co.
Macon Co.
Madison Co.
Maries Co.
McDonald Co.
City of Mexico
New Madrid Co.
Newton Co.
Nodaway Co.
Osage Co.
Pemiscot Co.
Perry Co.
Pettis Co.
Phelps Co.
Putnam Co.
Ralls Co.
Ray Co.
Reynolds Co.
Ripley Co.
Saline Co.
Schuyler Co.
Scotland Co.
Scott Co.
Shannon Co.
Shelby Co.
St. Clair Co.
Ste. Genevieve Co.

St. Francois Co.
St. Louis City
Sullivan Co.
Taney Co.
Washington Co.
Washington University
Wayne Co.
Webster Co.
Wright Co.

NEVADA

Reno Muni
Sparks PD

NEW JERSEY

Burlington Co.
Georgian Court
University
Jersey Shore UMC
St. Peter's University
Hospital

NEW MEXICO

Cibola Co.
Clovis Muni
Los Alamos
National Labs
Rio Arriba Co.

NEW YORK

East Hampton
Town PD
East Hampton
Village PD
NY State Courts

3.3.7 References

Adair County Courthouse
106 W Washington
Kirksville, MO 63501
Boone
Tonya Lutz
660-665-3145

Boone County Courthouse
705 E Walnut
Columbia, MO 65201-4487
Keith Hoskins
573-875-1111 x6235

Newton County Courthouse
101 S Wood
Neosho, MO 64850
Mike Miller
417-850-0692

Taney County Courthouse
132 David Street
Forsyth, MO 65653
Brenda Neal
417-546-7230

SecureTech Systems, Inc.

3.3.8 Customer Support and Maintenance Program

All new WAVE systems are supplied with a two year, extendable warranty. The warranty includes parts and labor.

Securetech provides unlimited telephone technical support during business hours for the lifetime of the equipment. There is no charge for technical support.

There is no ongoing software or other maintenance agreement required with the system. The batteries in the control panel, repeaters and buttons should be changed every 2-3 years. This can be done by County personnel or SecureTech technicians at the County's option.

The current price for SecureTech to change the batteries in a system and thoroughly test it is \$525 plus the cost of batteries. A two year warranty extension which can be purchased at the same time currently costs \$965.

SecureTech Systems, Inc.

3.3.9 Pricing

Please see attached quotes for the following:

- 1 Bid Package 1
- 2 Bid Package 2
- 3 Bid Package 3
- 4 Bid Package 4
- 5 Re-use of Existing WAVE System

If more than one system is purchased at the same time, only one on site set-up and training fee will be charged.

WAVE System Proposal for Cole County, MO

Package 1 - Courthouse, Annex & Carnegie Building

January 7, 2013

Item	Description	Quantity	Cost	Total
1	WAVE Plus Control Panel with Email/Texting Module	1	\$7,000.00	\$7,000.00
2	Single Button Duress Alarm	60	\$125.00	\$7,500.00
3	On Site Set-up and Training	1	\$750.00	\$750.00

The Single Button Duress Alarms are wireless and can be carried by individuals. Belt Clips for Duress Alarms are \$5 each.

Virtual Panic Buttons can be added to computers within a local area network. A pack of 50 Virtual Buttons is \$2,500.

Total \$15,250.00

Key Features

- Wireless receiver can handle 900MHz wireless spread spectrum technology
- Control panel includes hard wired inputs/outputs for integration with other systems
- System can send emails and text messages
- Virtual buttons can be added to computers within your network
- External antenna for maximum radio distance
- Control panel includes touch screen for programming
- Includes backup battery
- No wires other than a 110 VAC outlet needed
- 110 Volt AC transformer included
- Control panel is locked with a key for security
- Convenient eyehooks to mount wall unit
- Two year limited warranty standard with all WAVE systems
- UHF/VHF radio is supplied with WAVE systems as standard
- Customer must provide a radio for each control panel if 800 MHz or any other non-standard frequencies are specified
- This quote is valid for six months from the issue date
- SecureTech's standard terms and conditions apply

Accepted By: _____

Date: _____

WAVE System Proposal for Cole County, MO Package 2 - Emergency Response Building

January 7, 2013

Item	Description	Quantity	Cost	Total
1	WAVE Plus Control Panel with Email/Texting Module	1	\$7,000.00	\$7,000.00
2	Single Button Duress Alarm	1	\$125.00	\$125.00
3	On Site Set-up and Training	1	\$750.00	\$750.00

Virtual Buttons (pack of 50) \$2,500

Total \$7,875.00

Key Features

- Wireless receiver can handle 900MHz wireless spread spectrum technology
- Control panel includes hard wired inputs/outputs for integration with other systems
- System can send emails and text messages
- Virtual buttons can be added to computers within your network
- External antenna for maximum radio distance
- Control panel includes touch screen for programming
- Includes backup battery
- No wires other than a 110 VAC outlet needed
- 110 Volt AC transformer included
- Control panel is locked with a key for security
- Convenient eyehooks to mount wall unit
- Two year limited warranty standard with all WAVE systems
- UHF/VHF radio is supplied with WAVE systems as standard
- Customer must provide a radio for each control panel if 800 MHz or any other non-standard frequencies are specified
- This quote is valid for six months from the issue date
- SecureTech's standard terms and conditions apply

Accepted By: _____

Date: _____

WAVE System Proposal for Cole County, MO Package 3 - Health Department Building

January 7, 2013

Item	Description	Quantity	Cost	Total
1	WAVE Plus Control Panel with Email/Texting Module	1	\$7,000.00	\$7,000.00
2	Single Button Duress Alarm	6	\$125.00	\$750.00
3	On Site Set-up and Training	1	\$750.00	\$750.00

Virtual Buttons (pack of 50) \$2,500

Total \$8,500.00

Key Features

- Wireless receiver can handle 900MHz wireless spread spectrum technology
- Control panel includes hard wired inputs/outputs for integration with other systems
- System can send emails and text messages
- Virtual buttons can be added to computers within your network
- External antenna for maximum radio distance
- Control panel includes touch screen for programming
- Includes backup battery
- No wires other than a 110 VAC outlet needed
- 110 Volt AC transformer included
- Control panel is locked with a key for security
- Convenient eyehooks to mount wall unit
- Two year limited warranty standard with all WAVE systems
- UHF/VHF radio is supplied with WAVE systems as standard
- Customer must provide a radio for each control panel if 800 MHz or any other non-standard frequencies are specified
- This quote is valid for six months from the issue date
- SecureTech's standard terms and conditions apply

Accepted By: _____

Date: _____

WAVE System Proposal for Cole County, MO Package 4 - Department of Public Works Building

January 7, 2013

Item	Description	Quantity	Cost	Total
1	WAVE Plus Control Panel with Email/Texting Module	1	\$7,000.00	\$7,000.00
2	Single Button Duress Alarm	3	\$125.00	\$375.00
3	On Site Set-up and Training	1	\$750.00	\$750.00

Virtual Buttons (pack of 50) \$2,500

Total \$8,125.00

Key Features

- Wireless receiver can handle 900MHz wireless spread spectrum technology
- Control panel includes hard wired inputs/outputs for integration with other systems
- System can send emails and text messages
- Virtual buttons can be added to computers within your network
- External antenna for maximum radio distance
- Control panel includes touch screen for programming
- Includes backup battery
- No wires other than a 110 VAC outlet needed
- 110 Volt AC transformer included
- Control panel is locked with a key for security
- Convenient eyehooks to mount wall unit
- Two year limited warranty standard with all WAVE systems
- UHF/VHF radio is supplied with WAVE systems as standard
- Customer must provide a radio for each control panel if 800 MHz or any other non-standard frequencies are specified
- This quote is valid for six months from the issue date
- SecureTech's standard terms and conditions apply

Accepted By: _____

Date: _____

WAVE System Proposal for Cole County, MO

Re-use of Existing WAVE System

January 7, 2013

Item	Description	Quantity	Cost	Total
1	Re-locate WAVE Control Panel and Existing Buttons to New Location	1	\$750.00	\$750.00

Total \$750.00

Key Features

- Wireless receiver can handle 900MHz wireless spread spectrum technology
- Control panel includes hard wired inputs/outputs for integration with other systems
- System can send emails and text messages
- Virtual buttons can be added to computers within your network
- External antenna for maximum radio distance
- Control panel includes touch screen for programming
- Includes backup battery
- No wires other than a 110 VAC outlet needed
- 110 Volt AC transformer included
- Control panel is locked with a key for security
- Convenient eyehooks to mount wall unit
- Two year limited warranty standard with all WAVE systems
- UHF/VHF radio is supplied with WAVE systems as standard
- Customer must provide a radio for each control panel if 800 MHz or any other non-standard frequencies are specified
- This quote is valid for six months from the issue date
- SecureTech's standard terms and conditions apply

Accepted By: _____

Date: _____

ANTI-COLLUSION STATEMENT

STATE OF Texas)

COUNTY OF Dallas)

Juliana Goldenberg being first

duly sworn, deposes and says that he is President
(title of person signing)

of SecureTech Systems, Inc.

(Name of Bidder)

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

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

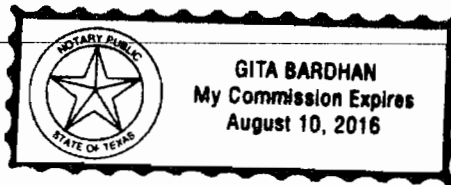
(BY) [Signature]

(BY) _____

Sworn to before me this 3rd day of January, 2013

[Signature]
Notary Public

My Commission expires: August 10, 2016





PURCHASING DEPARTMENT

COLE COUNTY COMMISSION

1736 Southridge Dr. | Jefferson City, MO 65109
Tel 573-634-9168 | Fax 573-634-5666
jprenger@colecouny.org

To: All Interested Offerers
From: Jennifer Prenger, Cole County Purchasing Agent
Date: December 31, 2012
Re: ~~Addendum One to Cole County Bid No. 2012-32, Enhancement & Expansion of Panic Button Alarm System~~

You are hereby notified that Cole County is modifying the above-referenced RFP as follows:

1. The data currently in Section 3.3.9 is deleted and replaced with the following:

- 3.3.9 PRICE.** All proposals must be firm quotations for a minimum period of ninety days (90) from the due date. Proposals must reflect a **TOTAL CASH PRICE** of the packages proposed as broken out below, fully implemented. All prices bid shall be FOB installed, Jefferson City, Missouri.
- A. Package 1: To include pricing for the Cole County Courthouse (301 East High Street, Jefferson City, Missouri 65101), Courthouse Annex (311 East High Street, Jefferson City, Missouri 65101) and Carnegie Building (210 Adams Street, Jefferson City, Missouri 65101)
 - B. Package 2: To include pricing for the Cole County Emergency Response Building (1736 Southridge Drive, Jefferson City, Missouri 65109)
 - C. Package 3: To include pricing for the Cole County Health Department (1616 Industrial Drive, Jefferson City, Missouri 65109)
 - D. Package 4: To include pricing for the Cole County Department of Public Works (5055 Monticello Road, Jefferson City, Missouri 65109)
 - All pricing must be listed separately by feature or function so the County can evaluate and select them separately.
 - If the option is available, Cole County would be interested in any pricing options to re-use equipment currently in place at the Courthouse, Annex and Carnegie Building in one (or more) of the outlying facilities for potential cost savings consideration.
 - If the option is available, Cole County would be interested in pricing for portable panic buttons which could be carried with an individual.
 - Outright Purchase at Installation must include detail of individual hardware and software costs and available software support during and after installation and any applicable fees.
 - Any recommended or optional maintenance programs must be described in full detail and pricing provided.

2. The submission deadline for this RFP has been extended to **JANUARY 11, 2012 at 9:00 a.m.**

The receipt date and time HAVE been changed; proposal submissions will be received until January 11, 2012 at 9:00 p.m. at which time they will be publicly opened and taken under advisement.

I/We have received Addendum Number One to Bid No. 2012-32 and have fully considered the information provided in preparing a response.

SecureTech Systems Inc.

Name of Company

Juliana Goldenberg/President

Agent and Title


Authorized Signature

1-8-13

Date



PURCHASING DEPARTMENT

COLE COUNTY COMMISSION

1736 Southridge Dr. | Jefferson City, MO 65109
Tel 573-634-9168 | Fax 573-634-5666
jprenger@colecouny.org

To: All Interested Offerers
From: Jennifer Prenger, Cole County Purchasing Agent
Date: January 4, 2013
Re: Addendum Two to Cole County Bid No. 2012-32, Enhancement & Expansion of Panic Button Alarm System

The following information hereby becomes part of the above referenced Request for Bid and shall be fully considered in the preparation of your response:

1. *Is Package 1 from section 3.3.9.A of the Addendum the 60 button system referred in section 3.1 of the bid specs?*

Yes.

2. *Please specify how many buttons are required for each Package in section 3.3.9.*

The following numbers are approximate:

Package 1: 60

Package 2: 1

Package 3: 6

Package 4: 3

3. *We assume that the buildings in each Package are in close proximity to each other. Please indicate the distance between the buildings in each Package and between the Packages (i.e. are they are long distance apart or are they within a few hundred feet of each other).*

With the exception of Package 1, there is one building per package. The three buildings included in Package 1 are within a few hundred feet of each other. The following are the approximate distances of the other buildings from those in Package 1. The addresses have been provided; it is the responsibility of the respondent to determine/verify exact distances if necessary:

Package 2: 2.3 miles

Package 3: 1.75 miles

Package 4: 6.53 miles

4. *Please indicate whether the buildings in each of the Packages are in the same local area network (LAN) and whether the Packages are in each other's LAN so that we can determine network connectivity between them.*

Each package is in a separate local area network (LAN). The three buildings in Package 1 share an Ethernet network; both the Carnegie Building and the Courthouse Annex are connected to the Courthouse via fiber.

You are hereby notified that Cole County is modifying the above-referenced RFP as follows:

1. On Addendum One, there was a typo indicating that the bid opening date and time were January 11, 2012 at 9:00 pm. Please note that the correct bid opening date and time are as follows:

JANUARY 11, 2013 at 9:00 A.M

2. The language currently in Section 2.23 is deleted and replaced with the following:

2.23 COOPERATIVE PROCUREMENT. Various City/County Offices, the City of Jefferson and/or other Cities ~~within the boundaries of Cole County may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.~~

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

The receipt date and time have not been changed; proposal submissions will be received until January 11, 2013 at 9:00 a.m. at which time they will be publicly opened and taken under advisement.

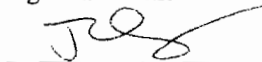
I/We have received Addendum Number Two to Bid No. 2012-32 and have fully considered the information provided in preparing a response.

SecureTech Systems Inc.

Name of Company

Juliana Goldenberg/President

Agent and Title


Authorized Signature

1-8-13

Date



WAVE System Proposal for Cole County, MO Package 1 - Courthouse, Annex & Carnegie Building

January 7, 2013

Item	Description	Quantity	Cost	Total
1	WAVE Plus Control Panel with Email/Texting Module	1	\$7,000.00	\$7,000.00
2	Single Button Duress Alarm	60	\$125.00	\$7,500.00
3	On Site Set-up and Training	1	\$750.00	\$750.00

The Single Button Duress Alarms are wireless and can be carried by individuals. Belt Clips for Duress Alarms are \$5 each.

Virtual Panic Buttons can be added to computers within a local area network. A pack of 50 Virtual Buttons is \$2,500.

Total \$15,250.00

Key Features

- Wireless receiver can handle 900MHz wireless spread spectrum technology
- Control panel includes hard wired inputs/outputs for integration with other systems
- System can send emails and text messages
- Virtual buttons can be added to computers within your network
- External antenna for maximum radio distance
- Control panel includes touch screen for programming
- Includes backup battery
- No wires other than a 110 VAC outlet needed
- 110 Volt AC transformer included
- Control panel is locked with a key for security
- Convenient eyehooks to mount wall unit
- Two year limited warranty standard with all WAVE systems
- UHF/VHF radio is supplied with WAVE systems as standard
- Customer must provide a radio for each control panel if 800 MHz or any other non-standard frequencies are specified
- This quote is valid for six months from the issue date
- SecureTech's standard terms and conditions apply

Accepted By: _____

Date: _____



PURCHASING DEPARTMENT

COLE COUNTY COMMISSION

1736 Southridge Dr. | Jefferson City, MO 65109
Tel 573-634-9168 | Fax 573-634-5666
jprenger@colecouny.org

To: All Interested Offerers
From: Jennifer Prenger, Cole County Purchasing Agent
Date: January 4, 2013
Re: Addendum Two to Cole County Bid No. 2012-32, Enhancement & Expansion of Panic Button Alarm System

The following information hereby becomes part of the above referenced Request for Bid and shall be fully considered in the preparation of your response:

1. *Is Package 1 from section 3.3.9.A of the Addendum the 60 button system referred in section 3.1 of the bid specs?*

Yes.

2. *Please specify how many buttons are required for each Package in section 3.3.9.*

The following numbers are approximate:

Package 1: 60

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Package 3: 6

Package 4: 3

3. *We assume that the buildings in each Package are in close proximity to each other. Please indicate the distance between the buildings in each Package and between the Packages (i.e. are they are long distance apart or are they within a few hundred feet of each other).*

With the exception of Package 1, there is one building per package. The three buildings included in Package 1 are within a few hundred feet of each other. The following are the approximate distances of the other buildings from those in Package 1. The addresses have been provided; it is the responsibility of the respondent to determine/verify exact distances if necessary:

Package 2: 2.3 miles

Package 3: 1.75 miles

Package 4: 6.53 miles

4. *Please indicate whether the buildings in each of the Packages are in the same local area network (LAN) and whether the Packages are in each other's LAN so that we can determine network connectivity between them.*

Each package is in a separate local area network (LAN). The three buildings in Package 1 share an Ethernet network; both the Carnegie Building and the Courthouse Annex are connected to the Courthouse via fiber.

You are hereby notified that Cole County is modifying the above-referenced RFP as follows:

1. On Addendum One, there was a typo indicating that the bid opening date and time were January 11, 2012 at 9:00 pm. Please note that the correct bid opening date and time are as follows:

JANUARY 11, 2013 at 9:00 A.M

2. The language currently in Section 2.23 is deleted and replaced with the following:

2.23 COOPERATIVE PROCUREMENT. Various City/County Offices, the City of Jefferson and/or other Cities within the boundaries of Cole County may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

The receipt date and time have not been changed; proposal submissions will be received until January 11, 2013 at 9:00 a.m. at which time they will be publicly opened and taken under advisement.

I/We have received Addendum Number Two to Bid No. 2012-32 and have fully considered the information provided in preparing a response.

Name of Company

Agent and Title

Authorized Signature

Date



**COUNTY OF COLE
JEFFERSON CITY, MISSOURI**

REQUEST FOR PROPOSAL

**2012-32: ENHANCEMENT AND EXPANSION
OF
PANIC BUTTON ALARM SYSTEM**

SUBMISSIONS SHALL BE ACCEPTED UNTIL
FRIDAY, JANUARY 4 at 3:00 p.m. CST
and received at:

***COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65109***

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the products/services described herein in the manner and for the pricing submitted and in accordance with the outlined terms and conditions.

Company Name

Authorized Agent (Print)

Address

Signature

City/State/Zip Code

Title

Telephone #

Date

E-mail

Fax #

REQUEST FOR PROPOSAL

Sealed proposals will be accepted by the Cole County Commission for provision of the following:

2012-32 ENHANCEMENT AND EXPANSION OF PANIC BUTTON ALARM SYSTEM

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, MO 65101 until 3:00 p.m. on Friday, January 4, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecountypurchasing.org or by contacting Jennifer Prenger at (573) 634-9168 or jprenger@colecouny.org.

Equal Opportunity Employer

Jennifer Prenger
Purchasing Agent

NEWS TRIBUNE: December 9, 16 and 23
Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION

COMMISSION
(573) 634-9110

PURCHASING
1736 SOUTHRIDGE DRIVE
JEFFERSON CITY, MISSOURI 65109

PURCHASING
(573) 634-9168

REQUEST FOR PROPOSAL

1.0 OVERVIEW

1.1 **NOTIFICATION.** This document constitutes a request for competitive, sealed proposals for Cole County to consider in the expansion and enhancement of its existing panic button alarm system.

1.2 **SCHEDULE OF EVENTS.**

December 10	Bid Specifications Available
December 27	MANDATORY Pre-Proposal Conference
December 28	Last Day for Questions
January 4	Submittals Due/Bid Opening

1.3 **MANDATORY PRE-PROPOSAL CONFERENCE.** A mandatory Pre-Proposal Conference will be held at **9:00 a.m. CST on Thursday, December 27** at the Cole County Commission Chambers: **311 East High Street, Room 200, Jefferson City, Missouri.** Attendance is a prerequisite for submitting a response to this solicitation and will be evidenced by the representative's signature on the attendance roster. This meeting will be used as a forum for questions, communications and discussions regarding this RFP and will include the only opportunity for contractors inspect the premises and current system. Any additions or changes that need to be made to this document as a result of discussions from the Pre-Proposal Conference will be accomplished as an addendum to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

1.4 **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that any questions not addressed during the mandatory Pre-Proposal Conference concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date and time scheduled for bid opening. All inquiries shall be directed to:

Jennifer Prenger, Purchasing Agent
Email: jprenger@colecouny.org

Contact with any other County employee regarding this solicitation is expressly prohibited without prior consent. Respondents directly contacting other County employees risks elimination from further consideration.

1.5 **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecountypurchasing.org. All issued addenda are incorporated by reference as if fully set out herein. **It is the responsibility of each respondent to verify that they have received, acknowledged and included in their submission all addenda related to this solicitation; failure to do so may constitute grounds for bid rejection.** Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these

specifications or amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. Failure to have requested an addendum covering any questions affecting the interpretation of the specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of the specifications.

- 1.6 **RESPONSE SUBMISSION.** Responses shall be submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time; shall be complete and signed by an official authorized to obligate the agency or company submitting the response; and shall include one (1) complete original and three (3) exact duplicates. It is the responsibility of each respondent to deliver his/her submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening; no fax or email submissions will be accepted. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender **without exception**.
- 1.7 **BID OPENING.** Submissions will be publicly opened and read aloud in the Cole County Commission Chambers on Friday, December 14 at 9:00 a.m. CST. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

2. TERMS AND CONDITIONS

- 2.1 **REJECTION.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new or purchase off of cooperative purchasing contract(s); and to accept or further negotiate the cost, terms or conditions of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.
- 2.2 **VALIDITY.** Respondents agree that responses will remain valid and pricing firm for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.3 **WITHDRAWAL.** Any respondent may withdraw his/her submission at any time prior to the scheduled bid opening. Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.
- 2.4 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.5 **ALTERATION OF SOLICITATION AND DEVIATIONS.** The wording of this solicitation may not be changed or altered in any manner. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission. Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.

- 2.6 **INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent prior to issuance of a contract. All costs incurred by respondent in preparing and submitting a response to this solicitation shall be borne by the respondent.
- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specifications or requirements of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.9 **INTERPRETATION OF DOCUMENTS.** Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.10 **CHANGE ORDERS.** The final contract between Cole County and the awarded party will include, by reference, the awarded party's response and the specifications contained in this solicitation. The County may make changes within the general scope of these specifications and/or the contract resulting from this solicitation, yet all departures from the accepted plans and specifications will be considered unauthorized unless the awarded party has obtained a change order, signed by the Cole County Commission, authorizing and directing such changes or departures. All unauthorized work, and/or the correction of such work, shall be at the awarded party's expense. No other individual is authorized to modify the contract in any manner.
- 2.11 **TAX EXEMPTION.** Cole County of Cole is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.12 **CONFLICT OF INTEREST.** In submitting a response, the respondent hereby covenants that at the time of submission, the respondent has no other contractual relationships which would create any actual or perceived conflict of interest. The respondent further agrees that during the term of the contract, neither the respondent nor any of its employees shall acquire any other contractual relationship which creates such conflict.
- 2.13 **COLLUSION CLAUSE.** Any agreement or collusion among respondents and/or prospective respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the submissions of such respondents void.
- 2.14 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with the specifications outlined herein.
- 2.15 **CONTRACT TERMINATION.**
- 2.15.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if

the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

2.15.2 TERMINATION FOR CONVENIENCE. The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

2.16 APPLICABLE LAW. In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.

2.17 PERMITS. All tasks must be carried out in accordance with all applicable laws and regulations. The awarded party shall bear the responsibility to apply for, pay for, and obtain any required permit, license, certification and/or inspection required by any governmental agency for the provision of the services described herein; including, but not limited to, the standards promulgated by the OSHA, NFPA, NEC, the Missouri Elevator Safety Act, RSMo 701.350-701.380 and 11CSR 40-5.010 – 40-5.150, and all other applicable codes including all life safety codes.

2.18 SHIPMENTS. All shipments shall be F.O.B. destination, freight prepaid, Jefferson City, Missouri.

2.19 FUNDS. Financial obligations of Cole County payable after the first fiscal year the system is in place are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In

the event funds are not appropriated, any resulting Contract will become null and void, without penalty to Cole County.

- 2.20 **ASSIGNMENT.** The awarded party shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by the Cole County Maintenance Director.
- 2.21 **DAMAGES.** The contractor shall be held responsible for any and all damage to the building resulting from the contractor's improper use of tools, materials, and equipment. The contractor shall repair damages at no cost to the County.
- 2.22 **BASIS OF AWARD.** Award shall be made to the lowest responsible respondent whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award will be made as ALL-OR-NOTHING for the service defined herein.
- 2.23 **COOPERATIVE PROCUREMENT.** Various County Offices, the City of Jefferson and/or other Cities within the boundaries of Cole County may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

3. SCOPE OF WORK

- 3.1 **CURRENT ENVIRONMENT.** Cole County's panic button alarm system consists of hard-wired panic buttons that transmit radio alerts to the Cole County Sheriff's Department and Court Marshalls. Panic buttons are currently in place at three County complexes with approximately sixty (60) buttons total.
- 3.2 **GOALS.** It is not the intent of the County to describe in full detail and specification a panic button alarm system; rather, the County is requesting respondents submit proposals as they feel best meet the needs of the County in enhancing existing technology and using as much existing equipment as possible to combat costs in potential transition and/or expansion. The **mandatory** pre-proposal conference will serve as an open forum for more specific discussion on the needs of Cole County.
- 3.2.1 Cole County is interested in exploring technologies to allow communication of emergency situations to not only law enforcement, but also elected officials/departments heads so that appropriate security measures may be taken. Communication through multiple outlets is highly desired and must include, at minimum, two-way radio, text messages and emails.
-
- 3.2.2 The proposed solution must be modular with the capability of being expanded, upgraded and duplicated at other County locations as required.
- 3.3 **RESPONSE.** All proposals must be divided into the following sections, clearly labeled, as follows:
- 3.3.1 Describe the estimated installation/implementation plan, schedule, and what will be required of staff of Cole County

- 3.3.2 List and describe additional optional features available and costs
- 3.3.3 Discuss the effects of power surge or failure on the system
- 3.3.4 Provide any data with proposal to support reliability, scalability and life-span of proposed system and equipment
- 3.3.5 Provide details of quality control and sources of equipment along with details of availability of replacement parts
- 3.3.6 Provide documentation of successful operations with at least one within the State of Missouri if applicable
- 3.3.7 Provide a minimum of three (3) references with similar working systems. Provide names, telephone numbers and positions of contact persons
- 3.3.8 Describe customer support after installation with a detailed outline of such support
- 3.3.9 **PRICE.** All proposals must be firm quotations for a minimum period of ninety days (90) from the due date. Proposals must reflect a **TOTAL CASH PRICE** of the package proposed, fully implemented. All prices bid shall be FOB installed, Jefferson City, Missouri.
 - **All pricing must be listed separately by feature or function so the County can evaluate and select them separately.**
 - Outright Purchase at Installation must include detail of individual hardware and software costs and available software support during and after installation and any applicable fees.

4.0 EVALUATION AND AWARD

- 4.1 **EVALUATION.** An evaluation committee shall review the proposal submissions. After each proposal has been evaluated, short-listing procedures will narrow the list of candidates to those determined to be best-suited to meet the needs of Cole County.

Each of these selected respondents may then be invited to an interview at which time they will be given an opportunity to present their proposal, demonstrate their software and/or to answer questions from the evaluation committee. References will be used to verify quality of service and the ability of the respondent to provide a dependable solution. The selection committee may choose to visit one of the Vendor's current customers to see the software in use. **Proposals will be evaluated using the following criteria:**

- All-inclusive cost detail.
- References (a minimum of one reference with similar implementation in the state of Missouri if possible)
- Quality of system design, hardware specifications, and implementation plan.
- Company experience and expertise in installing similar systems as the type specified
- Availability and degree of support during and after installation.

During the evaluation process, discussions may be conducted with respondents who have submitted proposals determined to be reasonably susceptible of being selected for award. Discussion may cover

cost, method, and other relevant factors. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

- 4.2 **AWARD.** This RFP does not require Cole County to make an award to the company submitting the lowest priced proposal. It is the intent of Cole County to obtain data as complete as possible from each respondent as will enable the Cole County to identify the proposal that best meets the needs of the Cole County while remaining within the price range of available resources. Final approval is required by the Cole County Commission.
-

ANTI-COLLUSION STATEMENT

STATE OF _____)

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 attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

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

(BY) _____

(BY) _____

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

Notary Public

My Commission expires: _____

SECURETECH SYSTEMS, INC.

4100 AMON CARTER BLVD # 206

DUNS: 087287764 CAGE Code: 4HRC7

FORT WORTH, TX, 76155-2673 ,

Status: Active

UNITED STATES

Entity Overview

Entity Information

DUNS: 087287764
Name: SECURETECH SYSTEMS, INC.
Doing Business As: SECURETECH, SSI
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date: 06/07/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.610.20130129-1039

WWW3

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



96 -2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of February 20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 52-20NOV12 – On-line Computer Legal Research Services for the Boone County Prosecuting Attorney to Lexis Nexis. The terms of this agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

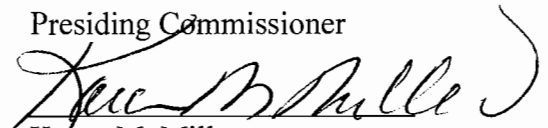
Done this 28th day of February, 2013.

ATTEST:

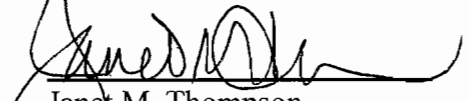
Wendy S. Noren
Wendy S. Noren *my*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

96-2013

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: February 27, 2013
RE: RFP Award Recommendation: 1st & 2nd Reading: 52-20NOV12 – On-Line
Computer Legal Research Services for the Boone County Prosecuting
Attorney

Request for Proposal 52-20NOV12 – *On-Line Computer Legal Research Services* closed on November 20, 2012. Two proposal responses were received.

The evaluation committee consisted of the following:

Bonnie Adkins, Office Administrator, Prosecuting Attorney
CJ Dykhouse, Legal Counsel
Tracy Gonzalez, First Assistant Prosecuting Attorney
Stephanie Morrell, Assistant Prosecuting Attorney I
Cassandra Rogers, Assistant Prosecuting Attorney I
Keith Hoskins, Corrections Captain, Sheriff

The evaluation committee recommends award for the Prosecuting Attorney's office to LexisNexis, a division of Reed Elsevier Inc. and award for Legal & Sheriff to West Publishing Corporation. The West contracts for Legal/Sheriff will follow at a later date.

Cost of contract for the Prosecuting Attorney will be paid from department 1261 Prosecuting Attorney, account 22500 Subscriptions / Publications. \$17,679 was budgeted.

Year One of Contract: March 1, 2013 – February 28, 2014:

All Enhanced Content for 13 Users	\$10,140
Nationwide Public Records Plus SmartLinx Reports (5 x \$180)	\$900.00
Lexis for Microsoft Office with Documents Tools (13 x \$204)	\$2,652.00
TOTAL	\$13,692.00

ATT: Evaluation Report

cc: Proposal File / Evaluation Committee members

Evaluation Report for Request for Proposal

52-20NOV12 – On-Line Computer Legal and General Research Services

OFFEROR #1: LexisNexis

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

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

Method of Performance

Strengths:

- Support staff such as paralegals, interns, legal secretaries and other administrative staff receive access at no additional charge (page 14). (Need staff at Jail incorporated into this list).
- On-site training (one-on-one or group training) provided at no additional charge. Webinar and e-learning courses also offered. (pg. 20)
- 24 x 7 customer support by 800 number, technical, legal and operations (pg. 21).
- Can be accessed from any where there is open web. With the licensing, it is user specific rather than terminal specific.
- They offer Shepherd's Graphical (pg. 9).
- \$180/user/year for public access (pg. 27).

Concerns:

- Statement on front of their proposal states data shall not be disclosed....Our file becomes part of public record at time of contract execution. This violates paragraph 1.1.d. of our RFP.
 - Lexis acknowledged that their proposal response would become part of public record in their BAFO response.
- Pricing only firm through 12/24/12. This violates paragraph 5.1.6. of our RFP that requires pricing to be firm for 90 days.
 - Lexis acknowledged their pricing was firm through 1/30/13 in their BAFO response.
- Wonder why they put on page 14 "With exception of the Boone County Jail" regarding cooperative purchasing? By law, we have to give legal resources to our inmates. So if an inmate has a request, Keith pulls the specific legal document requested and provides a photocopy to the inmate. Someone with the Sheriff Department, employee of the County, needs to be able to do individual searched. The inmate does not have access to the system.
 - Lexis agreed per their BAFO response that the Boone County Jail staff person would be included as part of administrative staff at no additional charge.
- Pg. 20..."On-site trainers will tailor their sessions to the specific needs of the County including **Alabama specific case law**. Do they mean **Missouri**?
 - Lexis stated in their BAFO response that training will be tailored to Missouri specific case law.

- Vendor included three agreements that would be used. The terms would need to be reviewed by C.J. (Contractual Matters). i.e. limitation of liability, governed by the laws of New York
- Pricing does not appear to be firm for a year as the agreement says either party may terminate the agreement 10 days after receipt of written notice of termination. They can also change pricing with a 30 day notice.
- What substitutes for Missouri Practice and what substitutes for Keycite System?
 - Per their BAFO response, the Missouri Bar CLE Deskbooks substitute for Missouri Practice. LexisNexis Shepard's is the case validation tool that most closely aligns to keyCite.
- Must purchase Lexis for Microsoft. \$204/user/year (pg. 27). If accessing from home, are you losing that functionality?
 - Per the presentation, Wendell Coonce stated that Lexis for Microsoft could be installed on their home computer since they had already purchased the license.
- When you go outside of plan, will it be blocked? Or will User be otherwise notified that we are going outside of plan. (Pg. 29).
 - Per the demonstration, we were able to see that you are notified "out of Plan" and the cost to purchase is displayed.
- (Note – have IT look over their computer requirements for Lexus to make sure we don't have to buy anything else to support it). Exhibit A. Microsoft Office Addendum. Page 16.
- Following the presentation, Boone County Legal believes that West Law may be the best fit for his office and the Prosecuting Attorney believes that LexisNexis may be the best fit for their office. We are going to issue a second BAFO to determine the pricing for 13 attorneys for Lexis Nexis and Boone County Legal needs pricing for two attorneys and three support personnel at various locations with web based access.

Experience/Expertise of Offeror

Strengths:

- In business since 1973 (pg. 23)
- Customers include thousands of state and local government agencies (pg. 23)

Concerns:

- None identified

- **OFFEROR #2: Westlaw**

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

_____ It has been determined that Westlaw has submitted a non-responsive proposal.

Method of Performance

Strengths:

- System is open 24x7x365 – not shut down for maintenance.
- Price is for up to 15 attorneys and 15 non-attorneys (page 26).
- On-site training (group training) provided at no additional charge. Web based training offered. (pg.23)
- 24 x 7 technical support by 800 number (pg. 24).
- Offers Missouri Practice
- Offers Keycite

Concerns:

- Clarify that we can access wherever there is internet – user specific, not terminal specific.
- West will only support Classic “as long as it’s in operation”. A concern that if we enter into a three year contract, it will not be supported for all three years.
- Confidentiality statement on front cover. Our file becomes part of public record at time of contract execution. This violates paragraph 1.1.d. of our RFP.
 - West acknowledged in their BAFO response that they understand their submittals will be part of public record.
- Proposal pricing only firm for 30 days (pg. 14). Then page 31 says pricing is firm for 60 days. This violates paragraph 5.1.6. of our RFP that requires pricing to be firm for 90 days.
 - West stated in BAFO response their pricing is firm through January 30, 2013.
- Vendor included agreements that would be used. The terms would need to be reviewed by C.J.. i.e. limitation of liability,
- Can be accessed from anywhere there is web or just from office?
 - Per their BAFO response, Westlaw can be accessed from any computer with a working internet connection.
- Public Records pricing is a concern. \$238 x 5 users x 12 months for public access. Biggest concern is the price proposal of this Offeror.
 - Per their BAFO response, it’s \$1,157 per month for up to 30 users.
- Is pricing firm for 4 years as proposed in proposal response?
 - West’s BAFO response agreed to firm pricing for the initial contract period and provided firm pricing for each renewal term.
- What can they do for us for allow access for jail personnel? (pg. 14). Page 30 states something different. Clarify that it is 15 attorneys and 15 non-attorneys (staff).
 - West stated in their BAFO response that the Jail has a separate agreement with West that provides access to a different content set.
 - According to Captain Hoskins, this agreement is expired and we still need to negotiate that they be a part of the agreement awarded from this contract.

- Can Users continue to access traditional Westlaw or will we be forced to use Westlaw Next?
 - Yes, per their BAFO response.
 - Following the presentation, Boone County Legal believes that West Law may be the best fit for his office and the Prosecuting Attorney believes that LexisNexis may be the best fit for their office. We are going to issue a second BAFO to determine the pricing for 13 attorneys for Lexis Nexis and Boone County Legal needs pricing for two attorneys and three support personnel at various locations with web based access.
- Following evaluation of BAFO #2, the County has the following questions for BAFO #3:
- The Boone County Legal office's received a quote in April 2012 for \$552.30. Why is West proposing in BAFO #2 a rate of \$614.60 per month?
 - Is Results Plus included in BAFO #2?

Experience/Expertise of Offeror

Strengths:

- Provided references from other Counties.
- Providing legal information for 135 years (page 3).

Concerns:

Committee Review Summary:

The Evaluation Committee initially met on December 6, 2012 to begin their review of the two proposal responses received. Following this meeting, a demonstration was scheduled with both offerors for January 3, 2013. Following the presentation, Boone County Legal believed that West Law was the best fit for his office due to their offering of Missouri Practice and the Prosecuting Attorney believed that LexisNexis was the best fit for their office due to ease of use and competitive pricing. We issued a second BAFO to LexisNexis for pricing for 13 attorneys in the Prosecuting Attorney's office and a second BAFO to West for the Boone County Legal Department for two attorneys and three support personnel at various locations with web based access.

The Evaluation Committee met again on January 23, 2013. The Prosecuting Attorney recommends award to LexisNexis for the Enhanced Content for (13) Users with (5) Smart Links Reports and (13) Lexis for Microsoft.



The County Attorney requested to move forward with negotiations with West. BAFO #3 was sent to West. The County Attorney & Sheriff recommend award to West Publishing Corporation.

EVALUATION REPORT FORM
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI
 REQUEST FOR PROPOSAL NUMBER - 52-20NOV12 - On-line Computer Legal and General Research Services
 Melinda Bobbitt, CPPB



NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (60 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
LexisNexis, a division of Reed Elsevier Inc.	30	20	60	50	100
West Publishing Corporation	20	20	40	42	82

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

Evaluator's Signatures **Date**

CJ Dykhouse

 Bonnie Adkins

 Stephanie Morrell

Evaluator's Signatures **Date**

Keith Hoskins

 Keith Hoskins
 Cassandra Rogers
 1/24/2013

EVALUATION REPORT FORM
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR PROPOSAL NUMBER - 52-20NOV12 - On-line Computer Legal and General Research Services
 Melinda Bobbit, CPPB

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
LexisNexis, a division of Reed Elsevier Inc.	15	15	30	50	80.0
West Publishing Corporation	29	20	49	42	91.0

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

Evaluator's Signatures

CJ Dykhouse

Date

1/31/2013

Evaluator's Signatures

Keith Hoskins

Date

Bonnie Adkins

Cassandra Rogers

Stephanie Morrell

EVALUATION REPORT FORM
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR PROPOSAL NUMBER - 52-20NOV12 - On-line Computer Legal and General Research Services
 Melinda Bobbitt, CPPB

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
LexisNexis, a division of Reed Elsevier Inc.	25	15		50	90.0
West Publishing Corporation	30	20		42	92.0

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

Evaluator's Signatures

Date

CJ Dykhouse

Evaluator's Signatures

 Keith Hogskins

Date

2/1/13

Bonnie Adkins

Cassandra Rogers

Stephanie Morrell



February 4, 2013

Dear Mr. Atwill:

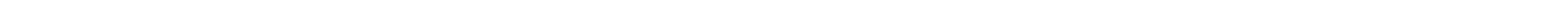
LN has executed the attached contract with the express condition that a name, title, countersignature and date is added where indicated on page 3 of the Purchase Agreement by Boone County Commission without any other alterations or modifications whatsoever. Any such changes shall be considered a counteroffer and will render the contract void.

If you have any questions, please contact Nick Rehg, your account representative at 1-800-227-9597 ext. 55074.

Sincerely,

A handwritten signature in black ink that reads "Erin Preston". The signature is written in a cursive, flowing style.

Erin Preston
Pricing Analyst



**PURCHASE AGREEMENT FOR
On-Line Computer Legal and General Research Services
For the Boone County Prosecuting Attorney
Term and Supply**

THIS AGREEMENT dated the 28th day of February 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **LexisNexis, a division of Reed Elsevier Inc.** herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **On-Line Computer Legal and General Research Services** in compliance with Request for Proposal number **52-20NOV12**, Work Authorization Certification, Clarification/Best & Final Offer #1 and #2, the Contractor's proposal response dated November 20, 2012 executed by Nick Rehg, Best and Final Offer Response #1 dated January 5, 2013 executed by Wendell Coonce, Best and Final Offer #2 dated January 11, 2013 executed by Erin Preston on behalf of the Contractor, the attached Fixed Price Agreement for State/Local Government Pricing, the attached Lexis for Microsoft Office Addendum, and the attached Appropriations Amendment. 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 proposal response may be permanently maintained in the County Purchasing Office contract file for this Request for Proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the Request for Proposal with the County's Standard Terms and Conditions shall prevail and control over the Contractor's proposal response(s) and form contracts.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to provide on-line computer legal and general research services for the **Boone County Prosecuting Attorney's office** as follows:

Enhanced Content

<u>Content</u>	<u># of Users</u>	<u>Price Years 1 and 2</u>	<u>Price Years 3</u>	<u>Price Year 4 (optional)</u>	<u>Price Year 5 (optional)</u>
All Enhanced Content listed below	13	\$10,140 per year for all users	\$10,445 per year for all users	\$10,759 per year for all users	\$11,082 per year for all users
	Each additional user, after 13	\$780 per user, per year	\$804 per user, per year	\$828 per user, per year	\$853 per user, per year
Optional Add-On: Nationwide Public Records Plus SmartLinx Reports	5 (unlimited)	\$180 per user, per year	\$186 per user, per year	\$191 per user, per year	\$197 per user, per year
Optional Add-On: Lexis for Microsoft Office with Documents Tools	13 (unlimited)	\$204 per user, per year	\$216 per user, per year	\$228 per user, per year	\$235 per user, per year

Year One of Contract: March 1, 2013 – February 28, 2014:

All Enhanced Content for 13 Users	\$10,140
Nationwide Public Records Plus SmartLinx Reports (5 x \$180)	\$900.00

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Lexis for Microsoft Office with Documents Tools (13 x \$204)
TOTAL

\$2,652.00
\$13,692.00

Enhanced Content:

- Case Law: all states, all federal, select international
- Statutes: all states and the United States Code Service, current and archived; and select international
- Advance Legislative Service: all states
- U.S. Public Laws
- Bills and bill tracking reports: all states and all federal
- Court rules: all states and all federal (fully annotated MO court rules back to 1975)
- Regulations: all states and the Code of Federal Regulations, current and archived (monthly updates to MO Admin. Code)
- Regulation tracking reports: all states
- Registers: all states and the Federal Register
- Municipal codes nationwide (40 in MO)
- Attorney General opinions: all states and federal
- Administrative agency opinions and other materials: all states and all federal
- Missouri Workers' Compensation decisions
- Federal legislative history materials
- Uniform acts and model laws
- Nationwide law reviews
- Missouri news
- Missouri Bar CLE titles
- Missouri jury verdicts and settlements
- Missouri Martindale-Hubbell Law Directory
- American Law Reports
- American Jurisprudence 2d
- *Shepard's* Citations Service

3. **Contract Duration** - This agreement shall be for the period **March 1, 2013 through February 28, 2014** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Prosecuting Attorney and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt. 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.

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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.

**LEXISNEXIS, A DIVISION OF
REED ELSEVIER INC.**

by Erin Preston
title Erin Preston
Pricing Analyst

2/4/13

**BOONE COUNTY, MISSOURI
BY: BOONE COUNTY COMMISSION**

[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk *my*

AUDITOR CERTIFICATION

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

James E. Pitchford
Signature *by cap*

2/27/13
Date

1261 / 22500 / \$13,692.00

Appropriation Accounts

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

BOONE COUNTY - MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: 52-20NOV12 -- On-line Computer Legal and General Research Services

CLARIFICATION / BEST AND FINAL OFFER FORM #2

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before 4:00 p.m. January 11, 2013 by e-mail to mjbohmitt@boonecountymo.org

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

1.1. Please submit pricing for web based access with the same services proposed in your original RFP for 13 attorneys. If there is an additional charge for support staff, please identify that charge. Clearly outline pricing per year for three years plus an additional two, one-year renewal periods.

In compliance with this BAFO request, 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 the RFP and this BAFO request and is authorized to contract on behalf of the firm. Note: This form must be signed. All signatures must be original and not photocopies.*

Company Name: LexisNexis, a division of Reed Elsevier Inc.
Address: 9443 Springboro Pike
Miamisburg, OH 45342
Telephone: (800) 227-9597, x55575 Fax: (866) 960-2368
Federal Tax ID (or Social Security #): 52-1471842
Print Name: Erin Preston Title: Pricing Analyst
Signature: *Erin K. Preston* Date: Jan. 11, 2013
E-mail: Suzie.May@lexisnexis.com

* The LexisNexis proposal dated Nov. 20, 2012, contains a "Contractual Matters" section that includes proposed changes to RFP terms and conditions and requests the incorporation of additional, standard LexisNexis terms and conditions for the products we propose. LexisNexis agrees to all terms, conditions, and requirements of the RFP and this BAFO pursuant to changes and additions set forth in the Contractual Matters of the Nov. 20, 2012, proposal.

LexisNexis is committed to doing business with you. If you identify any issues with our proposed changes and additions, please notify us immediately so we can reach an agreement that is mutually acceptable to both parties.



Revised Pricing - Option 1 – Enhanced Content

This is the most expansive content in this proposal and includes the following (see this proposal's Appendix for a complete listing):

- Case law: all states, all federal, select international (the most summarized cases nationwide and in MO)
- Statutes: all states and the United States Code Service, current and archived; and select international
- Advance Legislative Service: all states
- U.S. Public Laws
- Bills and bill tracking reports: all states and all federal
- Court rules: all states and all federal (fully annotated MO court rules back to 1975)
- Regulations: all states and the Code of Federal Regulations, current and archived (monthly updates to MO Admin. Code)
- Regulation tracking/reports: all states
- Registers: all states and the Federal Register
- Municipal codes nationwide (40 in MO)
- Attorney General opinions: all states and federal
- Administrative agency opinions and other materials: all states and all federal
- Missouri Workers' Compensation decisions
- Federal legislative history materials
- Uniform acts and model laws
- Nationwide law reviews
- Missouri news
- Missouri Bar CLE titles (48 are unavailable from our closest competitor)
- Missouri jury verdicts and settlements (12% more than our closest competitor)
- Missouri Martindale-Hubbell Law Directory
- American Law Reports
- American Jurisprudence 2d
- Shepard's Citations Service

Content	# of users	Price		Price		Price	
		Years 1 and 2	Year 3	Optional Year 4	Optional Year 5		
All Enhanced Content listed above	13	\$10,140 per year for all users	\$10,445 for all users for the year	\$10,759 for all users for the year	\$11,082 for all users for the year		
Optional add-on*: Nationwide public records plus SmartLink reports	Each additional user, after 13	\$780 per user, per year	\$804 per user for the year	\$828 per user for the year	\$853 per user for the year		
Optional add-on*: Lexis for Microsoft Office with Document Tools	Unlimited	\$180 per user, per year	\$186 per user for the year	\$191 per user for the year	\$197 per user for the year		
		\$204 per user, per year	\$216 per user for the year	\$228 per user for the year	\$235 per user for the year		

* Requires purchase of Enhanced Content for 13 users.

Revised Pricing - Option 2 – Basic Content

This is a scaled-down package that contains a strong Missouri focus and excludes much of the nationwide primary legal materials. A content summary is below (see this proposal's Appendix for a complete listing):

- Missouri state and federal case law (the most summarized cases)
- Missouri statutes
- Missouri Advance Legislative Service
- U.S. Public Laws
- Missouri bills and bill tracking reports
- Missouri court rules (fully annotated back to 1975)
- Missouri regulations (monthly updates from the State)
- Missouri regulation tracking reports
- Missouri Register
- Missouri municipal codes (40)
- Missouri Attorney General opinions
- Missouri administrative agency opinions
- Missouri Workers' Compensation decisions
- IRC legislative history
- Nationwide law reviews
- Missouri news
- Missouri Bar CLE titles (48 are unavailable from our closest competitor)
- Missouri jury verdicts and settlements (12% more than our closest competitor)
- Missouri Martindale-Hubbell Law Directory
- American Law Reports
- American Jurisprudence 2d
- Shepard's Citations Service

Content	# of users	Price Years 1 and 2	Price Years 3	Price Optional year 4	Price Optional year 5
All Basic Content listed above	13	\$7,800 per year for all users	\$8,034 for all users for the year	\$8,276 for all users for the year	\$8,525 for all users for the year
Optional add-on** : Nationwide public records plus Smartlink reports	Each additional user, after 13	\$600 per user, per year	\$618 per user for the year	\$637 per user for the year	\$657 per user for the year
Optional add-on** : Lexis for Microsoft Office with Document Tools	Unlimited	\$180 per user, per year	\$186 per user for the year	\$191 per user for the year	\$197 per user for the year
	Unlimited	\$204 per user, per year	\$216 per user for the year	\$228 per user for the year	\$235 per user for the year

** Requires purchase of Basic Content for 13 users.

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

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

E-mail: mbobbitt@boonecountymo.org

December 7, 2012

LexisNexis, a division of Reed Elsevier
Inc. Attn: Nick Rehg
9443 Springboro Pike
Miamisburg, Ohio 45342

E-mail: Nick.Rehg@lexisnexis.com

RE: Interview and Clarification / Best & Final Offer #1 to 52-20NOV12 — On-line Computer
Legal and General Research Services

Dear Mr. Rehg:

In accordance with section 5.1.2, of RFP number 52-20NOV12 — On-line Computer Legal and
General Research Services, this letter shall constitute an official request by the County of Boone
- Missouri to enter into competitive negotiations with LexisNexis.

Your firm has been selected for interview.

Date: Thursday, January 3, 2013
Time: 10:00 a.m. — 11:00 a.m. central time
Location: Boone County Purchasing
Boone County Annex
613 E. Ash Street, Conference Room
Columbia, MO 65201

Presentation: Demonstration of your system.

In addition, the evaluation team would like for you to address the attached clarification questions
in writing and also during your interview. Questions will be asked by our evaluation team
throughout or at the end of your presentation/interview. We will have a laptop and projector
available with Internet access. Besides myself, there will be up to five evaluation team members
present.

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

As a result of this request for Clarification / Best and Final Offer #1, you may now modify the
pricing of your proposal and/or may change, add information, and/or modify any part of your

proposal. Please understand that your response to this BAFO request may be your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to respond to this BAFO by 4:00 p.m. January 2, 2013 by U.S. mail or e-mail to mbobbitt@boonecountymo.org. I will distribute your written response to the evaluation team for their review prior to your presentation.

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

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

Sincerely,



Melinda Bobbitt, CPPB
Director of Purchasing

cc: Evaluation Team
Proposal File

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

BOONE COUNTY - MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: 52-20NOV12 — On-line Computer Legal
and General Research Services

CLARIFICATION / BEST AND FINAL OFFER FORM #1

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before 4:00 p.m. January 2, 2013 by U.S. mail or E-mail.

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

1.1. Per paragraph 1.1. d. of the Request for Proposal, "All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it"

Your proposal response included a confidentiality statement. To be considered a responsive proposal response; please acknowledge that you understand that your proposal response will become part of public record at time of contract execution or when all proposal responses have been rejected. If this is not acceptable, please advise if you wish for your proposal responses to be returned at your expense or destroyed at the County. If returned or destroyed, your response will not be considered for award, and the following questions do not need to be answered.

LexisNexis acknowledges and agrees that our proposal response will be public information.

If you acknowledge and accept that your proposal response will become part of public record, please provide a response to the following questions:

1.2. Paragraph 5.1.6. of our RFP requires Offeror's proposed pricing to be firm for 90 days. This allows the County sufficient time to evaluate the proposal responses.

Your proposal response states your pricing is firm through December 24, 2012.

The County's evaluation may not be complete by that date. We anticipate contracts to be issued by January 30, 2013. Is your proposed pricing firm through January 30, 2013?

LexisNexis pricing is good through 1/30/13.

1.3. By law, the County has to provide legal resources to our inmates. If an inmate has a request, the Sheriff Department, an employee of the County, pulls the specific legal document requested and provides a photocopy to the inmate. The inmate does not have access to the system.

Your response on page 14 of the *Response/Pricing Page* indicates that the Boone County Jail is not included. The County requests that the assigned County staff person at the Boone County jail be considered one of the "staff" that you reference on page 14: "This proposal assumes 14 attorney users. Support staff— such as paralegals, interns, legal secretaries, and other administrative staff— receives access at no additional charge."

LexisNexis agrees that the Boone County jail staff person will be included as part of administrative staff at no additional charge.

1.4. Page 20 of your proposal response states "On-site trainers will tailor their sessions to the specific needs of the County including **Alabama** specific case law.

Do you mean Missouri specific case law?

Training will be tailored to Missouri specific case law

1.5. What substitutes for Missouri Practice and what substitutes for KeyCite System?

The Missouri Bar C.L.E. Deskbooks substitute for Missouri Practice. Lexis has topical classification system by area of law with headnotes that, in practice, is very similar to the West Key Number system. LexisNexis Shepard's is the case validation tool that most closely aligns to KeyCite Shepard's is considered the industry standard used by both Missouri and Federal courts.

1.6. Your proposal response states that the County must purchase *Lexis for Microsoft* for \$204/user/year. For our Users accessing from home, are they losing that functionality? As long as Lexis for Microsoft Office is installed on their home PC, they will have full use. There is no extra charge to download for multiple PCs as it is licensed by user.

1.7. Page 29 of your proposal response states "In order to provide predictable pricing, LexisNexis normally blocks access to database searching in sources that are outside an agency's flat-rate subscription".

When a User goes outside of plan, will it be blocked? Will the User be notified that County is going outside of plan? LexisNexis can either block the subscriber from all outside content or they will get a pop up window anytime they try to access content outside of plan which indicates as such, lists the price for that document and allows the user to purchase, cancel, or save to a folder to purchase at a later date.

1.8. Your proposed pricing does not appear to be firm for a year as the sample agreement that was included states either party may terminate the agreement 10 days after receipt of written notice of termination. LexisNexis can also change pricing with a 30 day notice.

The County requires that your proposed pricing for the four years remain firm for those four years. Please acknowledge. LexisNexis acknowledges that the four year price commitment cannot be changed prior to the termination or end date of the contract.

In compliance with this BAFO request, 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 the RFP and this BAFO request and is authorized to contract on behalf of the firm. Note: This form must be signed. All signatures must be original and not photocopies.

Company Name: LexisNexis
Address: 9443 Springboro Pike
Miamsburg, OH 45342

Telephone: 573.239.4322

Fax:

Federal Tax ID (or Social Security #): 57-1471842

Print Name: Wendell Coome Title: Executive Secretary

Signature: Wendell Coome Date: 1/5/13

E-mail: wendell.coome@hawaii.gov

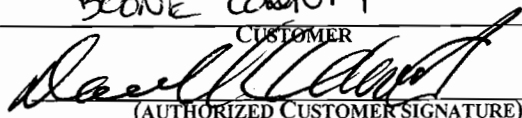
Fixed Price Agreement for State/Local Government Pricing

You ("Customer") have requested a subscription from LexisNexis, ("LN" or "LexisNexis") to the LexisNexis[®] online research services (the "Online Services") listed below. In addition to the terms set forth below, access to the Online Services shall be subject to the terms and conditions set forth at www.lexisnexis.com/terms/government, which includes the General Terms & Conditions for Use of the Online Services and the applicable Price Schedule (the "Subscription Agreement"). The Subscription Agreement shall be incorporated by reference into this Agreement.

All use of LN Products and Services ordered herein must comply fully with this Agreement.

1 Commitment Term and Monthly Commitment. In exchange for access to the LN Products and Services set forth below, Customer will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below. The term of this Agreement shall begin on the first date set forth below and shall end on the last date set forth in the chart below (the "Commitment Term").

BOONE COUNTY
CUSTOMER

BY: 
(AUTHORIZED CUSTOMER SIGNATURE)

NAME: DAN ATWELL

TITLE: PRESIDENT COMMISSIONER

DATE: 3-1-13

This Agreement is subject to acceptance by LN. Acceptance by LN shall be evidenced by the granting of access to the LN Products and Services set forth herein.

[MUST BE COMPLETED BY CUSTOMER]	
NUMBER OF JUDGES: <u>0</u>	NUMBER OF ATTORNEYS: <u>13</u>
NUMBER OF GOVERNMENT PROFESSIONALS: <u>0</u>	
Total number of above in Customer's agency as of signature date above. (see Section 5):	
<u>13</u>	<u>MB</u>
Reference Number	Initials

Commitment Term				Monthly Commitment
Beginning	03/01/2013	To	02/28/2014	\$920
Beginning	03/01/2014	To	02/28/2015	\$920
Beginning	03/01/2015	To	02/29/2016	\$952
Beginning		To		\$
Beginning		To		\$
Beginning		To		\$

2 Preferred Services. Customer's subscription shall include the LN Products and Services indicated in the table below which shall be referred to collectively as the "Preferred Services":

PREFERRED SERVICES		
I. ONLINE SERVICES		
ONLINE SERVICES/MENU DESCRIPTION	SOURCE/MENU NO.	SHEPARDS
(a) All Law Reviews and Journals	SB0078	Full
(b) National Primary	SBTN00	
(c) Missouri Bar CLE Titles	ZZYYCE	
(d) MO Jury Verdicts and Settlements	ZZYVV8	
(e) Public Records + Smartlinx	JLSPR1+ RK00SL + SPR001	
(f)		
(g)		
(h)		

See attached Rider No. 1 for additional Preferred Services

3 Charges, Renewal Terms, and Payment Terms.

3.1 In exchange for access to the Preferred Services, Customer will pay to LN the Monthly Commitments set forth in Section 1. The Monthly Commitments include all charges for use of the Preferred Services. The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions. In addition to the Monthly Commitments, Customer may elect to have access to and use of materials and features outside of the Preferred Services, by initialing below, or by notifying LN at a later date. If elected, Customer will also pay to LN charges for such use in accordance with the Price Schedule ("Alternate Access Charges").

Subscriber elects access to the Alternate Pricing Materials

(Initial)

3.2 Customer may not terminate this Agreement under Section 5.2 of the General Terms during the Commitment Term. This Agreement may be terminated by Customer after the third Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Agreement may also be terminated by Customer on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

3.3 Each Monthly Commitment and Alternate Access Charges are due and payable within 30 days from receipt of invoice. If a Monthly Commitment or Alternate Access Charges not the subject of a legitimate dispute should remain unpaid for more than 75 days after becoming due, then LN reserves the right to require each remaining unpaid Monthly Commitment for the Commitment Term to immediately be paid in full to LN. LN may temporarily suspend access to any or all of the LN Products and Services provided under this Agreement until all unpaid amounts are paid in full. Amounts which have not been paid within 30 days after the invoice date may thereafter, until paid, be subject to interest charges at a rate not to exceed that permitted under New York law, at the sole discretion of LN. Customer shall pay LN the then-current non-sufficient funds fee for all returned checks. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Customer more than 24 months after such amounts were first billed to Customer.

3.4 Included in Customer's *lexis.com*® subscription, Customer will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Customer's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Customer's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Customer will have access to the same content in Lexis Advance as it currently has access to under this Agreement, including Customer's access to materials outside its subscription (e.g., if Customer currently has access to out-of-plan usage, Customer will have access to content on a transactional basis in Lexis Advance). If Customer has access to out-of-plan content in Lexis Advance, Customer agrees to pay the then-current transactional charges for such content as such charges are available to Customer in the Lexis Advance user interface at the time the document is accessed. Although Customer will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Customer will be given the option to purchase these upgrades at its discretion.

4 AUTHORIZED USERS FOR ONLINE SERVICES. This Agreement relates only to the Customer's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized Users" shall have the meaning set forth in the General Terms & Conditions for Use of the Online Services.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)

5 CERTIFICATION. Customer certifies to the number of judges, attorneys and government professionals on page 1 of this Agreement ("Reference Number"). Throughout the Term, Customer will notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Customer will recertify to the Reference Number.

6 SUPPORT AND TRAINING

During the Term, Customer, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorized the periodic distribution of memos or other communications by LN and/or Customer to Authorized Users; and
- (d) The period review with LN of Customer's Authorized User's use of materials and training under this Agreement.

7 MISCELLANEOUS

7.1 LN makes certain terms and other information applicable to this Agreement available online on the World Wide Web at one or more sites identified by LN. Customer acknowledges that it has access to the World Wide Web.

7.2 To the extent any terms and conditions of this Section are in conflict with other applicable terms, such terms and conditions shall be resolved in the following order of precedence: this Agreement, then the applicable online terms referenced above.

7.3 The prices and other terms in this Agreement are subject to change if Customer has not submitted a signed original or copy on or before 01/30/13, which will be the closed offer date.

CUSTOMER INFORMATION (Please type or print):

1. Organization Name (Full Legal Name): OFFICE OF THE BOONE COUNTY PROSECUTING ATTORNEY

2. Physical Address: 705 E. WALNUT STREET

City: COLUMBIA State: MO Zip: 65201

3. County: Country: UNITED STATES

5. Telephone Number: 5738864100 6. Fax Number: 5738864148

7. Invoice Address (email and physical address):

8. Name of Contact, Telephone Number and Email Address for the following:

Installation:	Boone Adkins	573-886-4113	badkins@boonecountymo.org
Billing:	"	"	"
Policy/Legal Notification:	"	"	"
Scheduling/Training:	"	"	"

9. Parent Company (if applicable):

10. Type of Organization (Check/complete all that apply):

- Publicly Traded Company: Ticker Symbol: Exchange:
- Private Corporation: Sole Proprietor Partnership/LLC
- Law Firm: No. of Attorneys: Practicing Area of Law:

No. of Employees: No. of years in business: No. of years at address:

If less than 6 months at an address, provide previous address:

11. Business/Professional License No: 12. Employer Identification Number:

13. Date Issued/Expiration Date: 14. Issuing State:

15. Dun & Bradstreet No. or Martindale-Hubbell Rating:

16. Tax Exempt: Yes (attach Sales Tax Exemption Certificate) No

17. Organization Web Address: www.showmeboone.com

Customer I.D. Information (Please type or print)

ID Holders' Names (additional sheet attached <input type="checkbox"/>)	ID Holders' Titles/Positions	Email Address	ID No. (LN to fill in)

BANKING INFORMATION (Please type or print):

1. Organization Name: _____
2. Automatic Payment Method - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.

Authorized Signature for Automatic _____

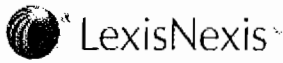
<input type="checkbox"/> Select method of credit card payment VISA <input type="checkbox"/> AMEX	<input type="checkbox"/> MasterCard <input type="checkbox"/>	←OR →	<input type="checkbox"/> Automatic Debit to Checking Account (attach copy of voided check)
---	--	----------	--

Credit Card #: _____ - _____ - _____ - _____ Exp Date: _____

3. No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:

Bank Name & Address: _____

Bank #: _____ Account #: _____



Fixed Price Agreement for State/Local Government Pricing

You ("Customer") have requested a subscription from LexisNexis, ("LN" or "LexisNexis") to the LexisNexis® online research services (the "Online Services") listed below. In addition to the terms set forth below, access to the Online Services shall be subject to the terms and conditions set forth at www.lexisnexis.com/terms/government, which includes the General Terms & Conditions for Use of the Online Services and the applicable Price Schedule (the "Subscription Agreement"). The Subscription Agreement shall be incorporated by reference into this Agreement.

All use of LN Products and Services ordered herein must comply fully with this Agreement.

1 Commitment Term and Monthly Commitment. In exchange for access to the LN Products and Services set forth below, Customer will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below. The term of this Agreement shall begin on the first date set forth below and shall end on the last date set forth in the chart below (the "Commitment Term").

Commitment Term				Monthly Commitment
Beginning	03/01/2013	To	02/28/2014	\$920
Beginning	03/01/2014	To	02/28/2015	\$920
Beginning	03/01/2015	To	02/29/2016	\$952
Beginning		To		\$
Beginning		To		\$
Beginning		To		\$

2 Preferred Services. Customer's subscription shall include the LN Products and Services indicated in the table below which shall be referred to collectively as the "Preferred Services":

PREFERRED SERVICES		
I. ONLINE SERVICES		
ONLINE SERVICES/MENU DESCRIPTION	SOURCE/MENU NO.	SHEPARDS
(a) All Law Reviews and Journals	SB0078	Full
(b) National Primary	SBTN00	
(c) Missouri Bar CLE Titles	ZZYYCE	
(d) MO Jury Verdicts and Settlements	ZZYVV8	
(e) Public Records + Smartlinx	JLSPR1+ RK00SL + SPR001	
(f)		
(g)		
(h)		

See attached Rider No. 1 for additional Preferred Services

CUSTOMER

BY: _____
(AUTHORIZED CUSTOMER SIGNATURE)

NAME: _____

TITLE: _____

DATE: _____

This Agreement is subject to acceptance by LN. Acceptance by LN shall be evidenced by the granting of access to the LN Products and Services set forth herein.

[MUST BE COMPLETED BY CUSTOMER]

NUMBER OF JUDGES: _____ NUMBER OF ATTORNEYS: _____

NUMBER OF GOVERNMENT PROFESSIONALS: _____

Total number of above in Customer's agency as of signature date above. (see Section 5): _____

Reference Number Initials

3 Charges, Renewal Terms, and Payment Terms.

3.1 In exchange for access to the Preferred Services, Customer will pay to LN the Monthly Commitments set forth in Section 1. The Monthly Commitments include all charges for use of the Preferred Services. The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions. In addition to the Monthly Commitments, Customer may elect to have access to and use of materials and features outside of the Preferred Services, by initialing below, or by notifying LN at a later date. If elected, Customer will also pay to LN charges for such use in accordance with the Price Schedule ("Alternate Access Charges").

Subscriber elects access to the Alternate Pricing Materials

(Initial)

3.2 Customer may not terminate this Agreement under Section 5.2 of the General Terms during the Commitment Term. This Agreement may be terminated by Customer after the third Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Agreement may also be terminated by Customer on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

3.3 Each Monthly Commitment and Alternate Access Charges are due and payable within 30 days from receipt of invoice. If a Monthly Commitment or Alternate Access Charges not the subject of a legitimate dispute should remain unpaid for more than 75 days after becoming due, then LN reserves the right to require each remaining unpaid Monthly Commitment for the Commitment Term to immediately be paid in full to LN. LN may temporarily suspend access to any or all of the LN Products and Services provided under this Agreement until all unpaid amounts are paid in full. Amounts which have not been paid within 30 days after the invoice date may thereafter, until paid, be subject to interest charges at a rate not to exceed that permitted under New York law, at the sole discretion of LN. Customer shall pay LN the then-current non-sufficient funds fee for all returned checks. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Customer more than 24 months after such amounts were first billed to Customer.

3.4 Included in Customer's *lexis.com*® subscription, Customer will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Customer's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Customer's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Customer will have access to the same content in Lexis Advance as it currently has access to under this Agreement, including Customer's access to materials outside its subscription (e.g., if Customer currently has access to out-of-plan usage, Customer will have access to content on a transactional basis in Lexis Advance). If Customer has access to out-of-plan content in Lexis Advance, Customer agrees to pay the then-current transactional charges for such content as such charges are available to Customer in the Lexis Advance user interface at the time the document is accessed. Although Customer will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Customer will be given the option to purchase these upgrades at its discretion.

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PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)

5 CERTIFICATION. Customer certifies to the number of judges, attorneys and government professionals on page 1 of this Agreement ("Reference Number"). Throughout the Term, Customer will notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Customer will recertify to the Reference Number.

6 SUPPORT AND TRAINING

During the Term, Customer, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorized the periodic distribution of memos or other communications by LN and/or Customer to Authorized Users; and
- (d) The period review with LN of Customer's Authorized User's use of materials and training under this Agreement.

7 MISCELLANEOUS

7.1 LN makes certain terms and other information applicable to this Agreement available online on the World Wide Web at one or more sites identified by LN. Customer acknowledges that it has access to the World Wide Web.

7.2 To the extent any terms and conditions of this Section are in conflict with other applicable terms, such terms and conditions shall be resolved in the following order of precedence: this Agreement, then the applicable online terms referenced above.

7.3 The prices and other terms in this Agreement are subject to change if Customer has not submitted a signed original or copy on or before 01/30/13, which will be the closed offer date.

CUSTOMER INFORMATION (Please type or print):

- 1. Organization Name (Full Legal Name): OFFICE OF THE BOONE COUNTY PROSECUTING ATTORNEY
- 2. Physical Address: 705 E. WALNUT STREET
City: COLUMBIA State: MO Zip: 65201
- 3. County: _____ 4. Country: UNITED STATES
- 5. Telephone Number: 5738864100 6. Fax Number: 5738864148
- 7. Invoice Address (email and physical address): _____
- 8. Name of Contact, Telephone Number and Email Address for the following:
Installation: _____
Billing: _____
Policy/Legal Notification: _____
Scheduling/Training: _____
- 9. Parent Company (if applicable): _____
- 10. Type of Organization (Check/complete all that apply):
 Publicly Traded Company: Ticker Symbol: _____ Exchange: _____
 Private Corporation: Sole Proprietor Partnership/LLC
 Law Firm: No. of Attorneys: _____ Practicing Area of Law: _____
No. of Employees: _____ No. of years in business: _____ No. of years at address: _____
If less than 6 months at an address, provide previous address: _____
- 11. Business/Professional License No: _____ 12. Employer Identification Number: _____
- 13. Date Issued/Expiration Date: _____ 14. Issuing State: _____
- 15. Dun & Bradstreet No. or Martindale-Hubbell Rating: _____
- 16. Tax Exempt: Yes (attach Sales Tax Exemption Certificate) No
- 17. Organization Web Address: _____

Customer I.D. Information (Please type or print)

ID Holders' Names (additional sheet attached <input type="checkbox"/>)	ID Holders' Titles/Positions	Email Address	ID No. (LN to fill in)

BANKING INFORMATION (Please type or print):

1. Organization Name: _____
2. Automatic Payment Method - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.

Authorized Signature for Automatic _____	
<input type="checkbox"/> Select method of credit card payment VISA <input type="checkbox"/> AMEX	<input type="checkbox"/> MasterCard <input type="checkbox"/> ←-OR → <input type="checkbox"/> Automatic Debit to Checking Account (attach copy of voided check)

Credit Card #: _____ - _____ - _____ - _____ Exp Date: _____

3. No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:

Bank Name & Address: _____

Bank #: _____ Account #: _____



This Lexis® for Microsoft® Office ("Lexis for Microsoft Office") Addendum ("Addendum") amends and supplements the terms of the Subscription Agreement (the "Subscription Agreement") and the Subscription Plan Amendment (the "Amendment"), previously executed between LexisNexis, a division of Reed Elsevier Inc. ("LN") and Office of the Boone County Prosecuting Attorney ("Subscriber").

1. Term.

The term of this Addendum (the "Addendum") will begin on the day this Addendum is executed by Subscriber and will continue until the last Commitment Period set forth below (the "Term"). Notwithstanding the foregoing, this Addendum shall automatically terminate upon expiration of the Amendment. Although the Term of this Addendum will start upon execution, Subscriber will not have access to Lexis for Microsoft Office until the following conditions (collectively, the "Requirements") are met: (a) Subscriber meets the Technical Requirements set forth in Section 2; and (b) Lexis for Microsoft Office is installed on Subscriber's system via one of the installation processes set forth in Section 5.

2. Technical Requirements.

Lexis for Microsoft Office is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft Outlook and Microsoft Word. In order to use Lexis for Microsoft Office, Subscriber must (a) have a paid-up license to use Microsoft® Office 2007 or Microsoft® Office 2010 from Microsoft Corporation; and (b) meet the system operating and other requirements displayed on the Lexis for Microsoft Office download site (www.lexisnexis.com/download-lexis-office) for the proper operation of the Software (collectively, the "Technical Requirements").

3. License.

LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis for Microsoft Office product indicated in Section 4 below subject to the terms of the Lexis for Microsoft Office End User License Agreement attached hereto as Exhibit A. LN retains all right, title, and interest in and to Lexis for Microsoft Office, and any intellectual property embodied therein. All access to and use of LN content via Lexis for Microsoft Office shall be subject to the terms set forth in the Subscription Agreement.

4. Lexis for Microsoft Office Platform, Menus, Monthly Software Charges, Functionality Charges.

4.1 In exchange for Subscriber's monthly payment to LN of the Lexis for Microsoft Office Monthly Software Charges amount set forth below, Subscriber will be provided with the Lexis for Microsoft Office features and content indicated below during the Commitment Period ("Your Subscribed Product"). Access to Lexis for Microsoft Office shall be limited to the number of Authorized Users set forth below.

LEXIS FOR MICROSOFT OFFICE		
(Check applicable product selection) <input type="checkbox"/> Lexis for Microsoft Office – Core: Menu - 1-10 Users ZZYWCA <input type="checkbox"/> Lexis for Microsoft Office – with Transactional Tools Menu: 1-10 Users ZZYWCA+PRC001+PRC002		
<input checked="" type="checkbox"/> Lexis for Microsoft Office – with Document Tools Menu: 11+ Users ZZYWCH <input type="checkbox"/> Lexis for Microsoft Office – with Transactional Tools and Document Tools Menu: 1-10 Users ZZYWCA+PRC001+PRC002		
"COMMITMENT PERIOD"	NUMBER OF AUTHORIZED USERS	"LEXIS FOR MICROSOFT OFFICE MONTHLY SOFTWARE CHARGE"
03/01/2013-02/28/2014	13	\$221
03/01/2014-02/28/2015	13	\$221
03/01/2015-02/29/2016	13	\$234
		\$
		\$

The menu set forth above is specific to the current version of Your Subscribed Product as of contract execution. When LN releases and Subscriber installs Lexis for Microsoft Office for Lexis Advance for Your Subscribed Product, (i) the Lexis for Microsoft Office Monthly Software Charges will remain the same, (ii) there will no longer be a specific menu for Lexis for Microsoft Office but the content will mirror Subscriber's subscription content (the "Content Package") and (iii) Subscriber will pay then current standard transactional rates for access to materials outside of the Content Package.

4.2 For purposes of this Addendum, the term "Authorized User" shall have the meaning set forth in the Subscription Agreement. LN will monitor the number of Authorized Users of Lexis for Microsoft Office. In the event that the average monthly users in any three month period exceeds the greater of 5 Authorized Users or 5% of the Authorized Users set forth above, LN may adjust the Lexis for Microsoft Office Commitment upon written notice to Subscriber effective as of the first day of the following month to reflect the current number of users. Additionally, Subscriber will certify in writing the then-current number of Authorized Users of Lexis for Microsoft Office at LN's request from time to time.

5. Installation.

In order to access Lexis for Microsoft Office, Lexis for Microsoft Office must be installed on Subscriber's system via one of the following installation methods: (Subscriber to check its election(s) below.)

- Standard Implementation –
In a Standard Installation, LN does not perform any installation services and LN's proprietary technology which allows enrichment of Subscriber's content is not installed behind Subscriber's firewall. In a standard implementation installation, Subscriber will not receive any transfer of tangible personal property, nor will there be any electronic transfer or software to the Subscriber in an Individual Desktop Installation. All standard installations will be implemented through electronic retrieval by Subscriber of the software that is hosted by the LN website. Subscriber will download the software from the LN website at an individual desktop level by individual users or on a network level by an IT administrator. By electing this option, Subscriber acknowledges and agrees that the Microsoft Word documents and Microsoft Outlook emails ("Subscriber's Work") that it selects to be analyzed by Lexis for Microsoft Office will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber's Work will happen machine-to-machine, without human intervention (similar to a *lexis.com* search) and LN will not store, review, or retain Subscriber's Work beyond the time required for processing (i.e., LN will not store Subscriber's Work in any back up logs, server logs, etc.). There are no installation charges for this option and no separate integration services agreement.

In selecting this option, Subscriber must further define the method of deployment:

- Individual Desktop Installation - Lexis for Microsoft Office will be downloaded from the LN website on an individual desktop basis
- Subscriber Network Installation - Lexis for Microsoft Office is downloaded from the LN website and Subscriber distributes the Software to multiple desktops or on an organization-wide basis
- Installation for existing Lexis® Search Advantage Subscriber – If Subscriber currently subscribes to Lexis® Search Advantage, LN and Subscriber will execute a new Statement of Work to Subscriber's existing Lexis® Search Advantage Agreement to document the additional integration services that will be necessary to integrate Lexis for Microsoft Office and Lexis® Search Advantage within Subscriber's environment.
- Custom Installation – In a custom installation, LN performs professional services work beyond providing instructions and general guidance for downloading Lexis for Microsoft Office. Professional services rendered by LN may include, but are not limited to, writing custom code to install Lexis for Microsoft Office within Subscriber's environment, installation services at Subscriber's site in order to download and install software on individual desktops and across the enterprise automatically, or specific effort to install the Lexis for Microsoft Office server version within the client environment. The custom installation may include electronic transmissions of computer software and electronic data retrieval of computer software. Custom installations may also include "load and leave" deliveries in which LN visits Subscriber's site, installs the software, then takes the physical medium away when finished. The nature of the services to be provided to Subscriber, the charges for the custom installation services, and the terms regarding the

services will be documented in a Statement of Work issued against a separate Master Integration Services Agreement to be executed by the parties. A custom installation will not include the transfer of tangible personal property or transfer of title to the Software.

6. Miscellaneous.

6.1 In the event of any conflict between the terms of this Addendum and the attached Exhibit A, the terms of this Addendum shall control.

6.2 Except as expressly modified by this Addendum, all other terms and conditions of the Subscription Agreement and the Amendment will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Subscription Agreement, the Amendment or this Addendum, this Addendum will control. The Subscription Agreement, the Amendment and this Addendum represent the entire agreement between the parties with respect to Lexis for Microsoft Office. All prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or in writing, concerning Lexis for Microsoft Office are superseded in their entirety by this Addendum.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by LN providing Subscriber access to Lexis for Microsoft Office.

AGREED TO AND ACCEPTED BY:

BOONE COUNTY
SUBSCRIBER
 BY: [Signature]
 NAME: DAN BOWELL
 TITLE: PRESIDENTIAL COMMISSIONER
 DATE: _____

LexisNexis, a division of Reed Elsevier Inc.

BY: [Signature]
 NAME: Erin Preston
 TITLE: Pricing Analyst
 DATE: 2/25/13

Subscriber Implementation Information	
IT Administrator Name:	
IT Administrator Address:	
IT Administrator Phone Number:	
IT Administrator Email Address:	
Location of Primary Data Center(s)	
Subscriber User Locations (City, State)	Percentage of Users (%)

EXHIBIT A

LEXIS® FOR MICROSOFT® OFFICE END USER LICENSE AGREEMENT

1. SUBSCRIPTION LICENSE GRANT.

a. Subject to the terms and conditions of this Lexis® for Microsoft® Office End User License Agreement (this "EULA"), LexisNexis, a division of Reed Elsevier Inc. ("LN") grants you a personal, limited, nonexclusive, non-transferable license to access and use the Lexis® for Microsoft® Office software product (the "Software") set forth in the agreement between you and LN for access to the Software (the "Addendum"). Use of the Software is subject to the terms set forth in the Addendum including the number of Authorized Users and time period ("Term") set forth in the Addendum.

b. Restrictions and Prohibitions on Use. Except as expressly permitted by Section 1(a), or upon the express prior written consent of LN, you may not, nor permit others to: (1) copy, print, republish, display, transmit, distribute, sublicense, sell, rent, lease, loan, or otherwise make available in any form or by any means (including electronic media now existing or hereafter developed), all or any substantial portion of the Software; (2) provide anyone other than your Authorized Users access to the Software or any portions thereof; (3) use the Software to develop, or as a component of, an information storage or retrieval system, database, info-base, or similar information resource (in any media now existing or hereafter developed), including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (4) create compilations or derivative works of the Software; (5) make any portion of the Software available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future; (6) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Software; (7) remove, disable, or defeat any functionality of the Software; or (8) upload content in the Software (through the Notes feature or otherwise) that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Software that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

c. Electronic Documents. Solely with respect to the electronic documents included with the Software (e.g., the electronic version of the user guide), you may only make as many copies as reasonably necessary for each Authorized User (either in hard copy or electronic form), provided that such copies shall be used only for your sole use and are not republished or distributed to any third party.

d. Third Party Materials. The use of some third-party materials included in the Software may be subject to other terms and conditions typically found in a separate software agreement or "Read Me" file located in or near such materials

2. COPYRIGHT. LN and its third party licensors and developers hold exclusive ownership of the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets incorporated in the Software's design and coding methodology. The Software is protected by United States and international copyright laws and international treaty provisions. This EULA does not grant you any ownership or intellectual property rights in the Software. Upon expiration of the Term, you will not have the right to continue using the Software and will promptly remove all copies of the Software from your systems.

3. REVERSE ENGINEERING. You agree that you will not, nor will you permit others to attempt to: (i) modify or translate the Software; (ii) decompile or disassemble the Software, (iii) create derivative works based on the Software; (iv) merge the Software with or into another product not approved for use by LN (excluding Microsoft Office); or (v) copy the Software except as expressly permitted by this EULA.

4. SOFTWARE SUPPORT.

4.1 As part of your subscription to the Software, LN will provide the following support and maintenance for the Software during the Term ("Support Services"):

(a) Product Support. LN will provide telephonic product support services for the Software 24x7x365 days.

(b) Software Problem Resolution. If you report to LN that the Software does not function according to the user-level documentation for the Software ("Software Problem") and otherwise comply with Section 5 YOUR RESPONSIBILITIES, LN will investigate the Software Problem within a reasonable time after receiving proper notice from you, and sufficient information to identify the problem. LN will work to correct the Software Problem(s) that can be verified based on the information provided by you utilizing a system that meets the system requirements for the Software. If the investigation confirms the existence of a Software Problem, LN will use reasonable efforts to correct the Software Problem which may include implementing a temporary work-around. If LN, in good faith, determines that the Software Problem results from an error in the applicable user-level documentation, LN may correct the Software Problem by correcting that documentation.

(c) Software Updates and Upgrades. LN has multiple different offerings of the Lexis for Microsoft software product (Lexis for Microsoft - Core, Transactional Tools, Document Tools, etc.). The license granted herein is only to the Lexis for Microsoft

Software product offering you have selected in the Addendum (for purposes of this Section 4.1(c) "Your Subscribed Product") and to the Updates and Upgrades released by LN to Your Subscribed Product. This license does not entitle you to have access or use of any other Lexis *for* Microsoft software product. In order to ensure the proper operation of Your Subscribed Product in accordance with its written documentation, LN will provide you with patches, bug fixes, corrections and minor enhancements ("Updates") during the Term. Updates will be provided free of charge as they become commercially available from LN. Your failure to promptly install Updates may result in the voiding of LN's warranty set forth in Section 6. LN will also provide you with feature or functionality enhancements to Your Subscribed Product (an "Upgrade") free of charge as such Upgrades become commercially available from LN. LN's distribution of Upgrades and/or Updates to you does not entitle you to use more copies of Your Subscribed Product than the number of Authorized Users for which you have a valid subscription. This license, including the release of any Update or Upgrade to Your Subscriber Product, does not entitle you to have access to or use of any other Lexis *for* Microsoft software product. If you wish to subscribe to any other Lexis *for* Microsoft software product, you must execute an Addendum with LN which contains the appropriate terms of use and charges for the applicable Lexis *for* Microsoft software product. Your use of an Upgrade or Update is licensed in accordance with the terms and conditions of this EULA.

4.2 LN is not obligated to provide Support Services for any Software (a) that has been provided to you free of charge, (b) that has been altered other than by LN or at LN's direction, or (c) that is more than two versions out of date.

4.3 LN retains the right to change or modify the Support Services offered herein at any time and from time to time upon thirty (30) days' written notice to you. In the event any such changes materially and adversely affect the Support Services, you may terminate the Addendum and this EULA upon 10 days' written notice to LN.

5. YOUR RESPONSIBILITIES.

5.1 The Support Services do not include, and you must provide at your expense unless otherwise expressly agreed by you and LN in writing: (a) installation, testing, and operation of the Software and all Upgrade and/or Updates; (b) isolation and documentation of Software Problems; (c) intranet resources, backup and restoration of your systems; and (d) modems and Internet access for LN's remote access and diagnosis of Software Problems, when necessary.

5.2 LN is not responsible for products provided to you by third parties, whether or not LN recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet your requirements will not affect either party's obligations under this EULA.

6. LIMITED WARRANTY.

During the Term, LN warrants that the Software will operate substantially in accordance with the documentation provided, unless performance problems are the result of hardware failure, improper use, or modification by you or your agents or contractors or due to your failure to install all Updates. If the Software does not so operate, your exclusive remedy and LN's sole obligation under this warranty shall be, in LN's sole discretion, either to replace the Software, to provide you with a bug fix or patch, or to refund the purchase price paid for the current version of the Software. LN further warrants that Software Support will be performed in a professional manner, consistent with industry standards. EXCEPT AS SET FORTH ABOVE, LN DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE, UPGRADE OR UPDATE WILL MEET ANY PARTICULAR REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SOFTWARE, UPGRADE OR UPDATE (INCLUDING SOFTWARE WHICH LN CREATES OR MODIFIES FOR YOU) WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE, UPGRADE OR UPDATE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM, SYSTEM OR APPLICATION. PORTIONS OF THE SOFTWARE HAVE BEEN DEVELOPED BY MICROSOFT CORPORATION AND SUCH PORTIONS ARE PROVIDED "AS IS." ADDITIONALLY, IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. ALL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN APPLY TO LN'S SOFTWARE DEVELOPERS, SUBCONTRACTORS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND LN ARE COLLECTIVELY RESPONSIBLE.

7. FEES AND PAYMENT FOR SUBSCRIPTION.

7.1 Applicable fees and charges for the Software and the support services are set forth in your Lexis *for* Microsoft Office Addendum. Unless otherwise stated, the fees for the subscription do not include any taxes, such as sales, use, or excise taxes.

7.2 In the event LN sends you an invoice for the subscription, you shall pay LN the net amount of each invoice in United States dollars within 30 days after the date of the invoice. If you fail to pay any invoiced amount when due, LN may charge you interest on the unpaid balance from the date of the invoice until the date paid at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower. In the event you pay the fee for the subscription by credit card, LN will send you a receipt confirming the amount paid and date of expiration of the Term.

8. TERMINATION.

Upon termination of the Addendum, you will promptly cease all use of the Software and will return all copies of the Software and documentation to LN or, at the option of LN, certify to LN in writing, signed by an executive officer, that all copies of the Software and documentation have been destroyed. Termination of the Addendum will not be an exclusive remedy and all other remedies will be available to either party whether or not the Addendum is terminated. LN may terminate this EULA upon 90 days' notice to you in the event LN no longer provides Support Services for the Software. In the event of termination, LN will refund any prepaid but unused fees to you on a pro-rata basis.

9. LIMITATIONS OF LIABILITY.

NOTWITHSTANDING THE TERMS CONTAINED IN THIS EULA, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL LN, ITS PARENT, AFFILIATES, OR ANY OF ITS SOFTWARE DEVELOPERS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF LN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER LOCAL LAW, CERTAIN LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE. IN NO EVENT SHALL LN'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE SUBSCRIPTION PAID BY YOU FOR THE PRECEDING TERM.

10. UNITED STATES GOVERNMENT USE. The Software is Commercial Computer Software provided with RESTRICTED RIGHTS under the Federal Acquisition Regulations and agency supplements to them. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in System Data and Computer Software clause at DFAR 252.227-7013 et. seq. or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at DFAR 52.227-19, as applicable.

11. EXPORT RESTRICTIONS. You agree that you will not permit use of or export, directly or indirectly, re-export, divert or transfer the Software in violation of any applicable export control law or regulation, including without limitation, the U.S. Export Administration Regulations ("Export Controls").

12. MISCELLANEOUS.

12.1 LN (or its licensor, if applicable) retains sole title to and ownership of the Software and all components, all related information furnished to you under this EULA, and all related copyrights, trade secrets, and other intellectual property.

12.2 LN furnishes products and services to you under this EULA on a non-exclusive basis. LN may directly or indirectly furnish the same or similar products and services to other parties doing business within or outside the vertical, horizontal, or geographic markets in which you do business.

12.3 All notices required or permitted under this EULA shall be in writing and shall be delivered by any method providing sufficient proof of delivery, except that any notice other than a notice of default or notice of termination may be delivered by facsimile transmission if the original document is also promptly delivered to the recipient. Any notice shall be deemed to have been given on the date of receipt. Notices to LN shall be sent to the address listed above with a copy to LN, Attention: Customer Legal Services, 9443 Springboro Pike, Miamisburg, OH 45342. Notices to you shall be sent to the address LN has on record.

12.4 Each party shall submit requests for approvals, consents, and waivers to the other party in writing in a timely manner. No approval, consent, or waiver under this EULA shall be enforceable unless set forth in a writing signed by an authorized representative of the granting party. A waiver of a default of any term of this EULA shall not be construed as a waiver of any succeeding default of that term or as a waiver of the term itself. A party's performance after the other party's default shall not be construed as a waiver of that default. No approval, consent, or waiver shall be deemed to have been given by implication and neither party shall be liable for delays in responding to, failures to respond to, or denials of those requests.

12.5 Each term of this EULA is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is unenforceable under applicable law, that determination shall not affect the enforceability of the other terms of this EULA.

12.6 This EULA, together with the Lexis for Microsoft Office Addendum, constitutes the complete agreement between the parties concerning this subject, and supersedes all earlier oral and written communications between the parties with respect to this subject. In the event that you are required to accept any "click-through" license terms at the time of download of the Software or otherwise, the terms of such click-through shall control over any conflicting terms set forth in this EULA.

12.7 Neither party shall assign its rights or delegate its duties under this EULA without the prior written consent of the other party, except that LN may assign this EULA to an affiliate or to its successor by merger or to the transferee of substantially all of its stock or assets. Any assignee or delegatee shall be subject to the same obligations, restrictions, and limitations to which the assignor or delegator is subject, and no assignor or delegator shall be released from liability under this EULA by reason of any such assignment or delegation. This EULA shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.



**Proposal for the County of Boone – Missouri
Prosecuting Attorney's Office and the Office of the County Attorney
Online Computer Legal and General Research Services**

RFP No. 52-20NOV12

November 20, 2012

Submitted by:

Nick Rehg, Account Executive

(800) 227-9597, x55074

Nick.Rehg@lexisnexis.com



This proposal includes data that shall not be disclosed outside Boone County (the County) or any other department necessary to process an order, and shall not be duplicated, used, or disclosed in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the County shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. The entire proposal shall be subject to the restrictions contained herein. In addition, this data is exempt from disclosure pursuant to the Freedom of Information Act, 5 U.S.C. 552(b)(3) and (4). LexisNexis and the Knowledge Burst logo are registered trademarks of Reed Elsevier Properties Inc., used under license. © 2012 LexisNexis. All rights reserved.



6. Response/Price Form

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

Company Name: LexisNexis, a division of Reed Elsevier Inc.

Address: 9443 Springboro Pike
Miamisburg, Ohio 45342

Telephone: 800-227-9597, x55074 Fax: 866-960-2647

Federal Tax ID (or Social Security #): 52-1471842

Print Name: Erin Preston Title: Pricing Analyst

Signature: Erin Preston Date: 11/9/12

E-Mail Address: Nick.Rehg@lexisnexis.com



Pricing - Please complete this Response Form and attach a more detailed listing outlining the on-line legal services packages with pricing. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

6.E. Pricing - attach cost proposal

6.1.1. List any deviations to the original specifications:

LexisNexis offers Missouri Workers' Compensation decisions in lieu of Missouri Public Employee Relation Board materials. The basic content option does not include 5 IDs with access to the enhanced content option. Also see this proposal's "Contractual Matters" section.

6.1.2. Is training provided? Yes No

If yes and there is a charge, provide cost per user: \$ _____ and explain how training is provided.
Or please note if there is no cost for training.
No additional cost for training.

Training shall be provided to Boone County staff within 5 biz. days of receipt of Purchase Order.

6.1.3. State date that pricing is firm through for the pricing proposed in your proposal response:
12/24/12

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

6.1.5. 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: Nick Rehg
Organization: LexisNexis, a division of Reed Elsevier Inc.
Address: 9443 Springboro Pike, Miamisburg, OH 45342
E-mail: Nick.Rehg@lexisnexis.com
Phone Number: 800-227-9597, x55074
Fax: 866-960-2647

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

newspaper advertisement
 Boone County Electronic Bid Notification
 other, please list: Notification from the County Prosecutor's Office

Note: To receive e-mail notification of bids, proposals, and addendums for this Request for Proposal, please register on-line at www.boonecountymissouri.com/Purchasing/ Vendor Registration.

* With exception of the Boone County Jail.



November 20, 2012

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

Dear Ms. Bobbitt:

Thanks you for this opportunity to propose Online Computer Legal and General Services Research Services to the Boone County Prosecuting Attorney's Office and Office of the County Attorney, in response to Request for Proposal No. 52-20NOV12.

Whether researchers want the most Missouri summarized case law, monthly updates to the Missouri Administrative Code directly from the State, fully annotated Missouri court rules back to 1975, 40 Missouri municipal codes, 48 Missouri Bar analytical titles not available from our closest competitor, 12% more Missouri verdicts and settlements than our closest competitor, and the most public records in Missouri and nationwide, only LexisNexis can fulfill their needs.

This proposal includes two content options (enhanced and basic). Each has additional options to include public records and the premier legal-brief drafting tool, Lexis for Microsoft Office.

In addition, LexisNexis recently released an enhancement to our online interface that has transformed the way government agencies conduct legal research. The new platform, Lexis Advance, provides a more efficient and intuitive way to search while delivering comprehensive and relevant results that can be managed, stored and accessed on demand.

I look forward to discussing this proposal with you. Meanwhile, if you have any questions, please contact me by phone at (800) 227-9597 ext. 55074, or by e-mail at Nick.Rehg@lexisnexis.com.

Sincerely,

Nick Rehg
LexisNexis Account Executive

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Appendix – Content Listings, Attached on CD

- **Enhanced Option Content**
- **Basic Option Content**

Executive Summary

As a total solution addressing the needs of the Boone County Prosecuting Attorney's Office and the Office of the County Attorney, LexisNexis is pleased to offer a comprehensive package of online computer legal and general research services with features and benefits designed to improve research results while meeting your budgetary constraints. Illustrated below is the proposed solution and workflow for the program.

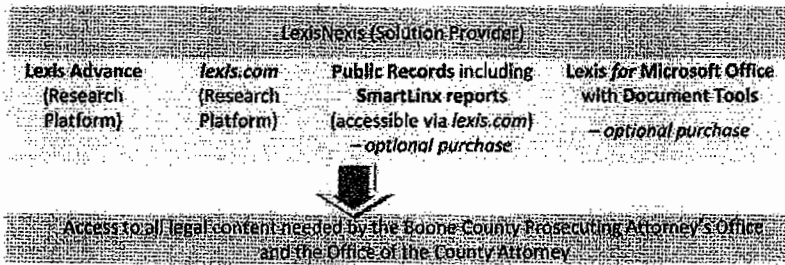


Exhibit: Proposed solution for Boone County's Needs

LexisNexis Advance: Research Functionality of the Future

LexisNexis recently released an enhancement to our online interface that has transformed the way government agencies conduct legal research. The new platform, Lexis Advance, provides a more efficient and intuitive way to search while delivering comprehensive and relevant results that can be managed, stored and accessed on demand.

You will acquire access to LexisNexis Advance at no additional charge. You will also have access to the traditional Lexis.com interface, providing you a choice between the two research platforms.

Lexis Advance delivers a larger set of answers faster. Take control of your results with our search filters that get you to the right answer easily, and manage your activity with work folders that allow you to save your information right where you are working.

Lexis.com: Online Legal, News and Public Records Content

Through Lexis.com, County professionals can conduct research and improve efficiencies using the most comprehensive legal, news, business and public records content and tools. County users will have access to critical, exclusive content and timesaving features that can't be found anywhere else, now with fewer clicks and less clutter.

Whether researchers want the most Missouri summarized case law, monthly updates to the Missouri Administrative Code directly from the State, fully annotated Missouri court rules back to 1975, 40 Missouri municipal codes, 48 Missouri Bar analytical titles not available from our closest competitor, 1.2% more Missouri verdicts and settlements than our closest competitor, and the most public records in Missouri and nationwide, only LexisNexis can fulfill their needs.

Public Records: More than any other provider, in Missouri and nationwide

No other provider can offer the County a more expansive collection of public records, available for an optional purchase in this proposal.

Public Records Key Differentiators

- LexisNexis offers billions of public records, approximately 20 percent more than any other provider of online research services.
 - o The most archival MVR information in Missouri.
 - o Historical drivers' license coverage in Missouri.
 - o The most archival UCC coverage in Missouri.
 - o The most archival corporate filings in Missouri.
 - o The most tax assessor records in Missouri.
 - o The most archival bankruptcy filings in Missouri.
 - o The most judgments and liens in Missouri.
 - o The most dockets in Missouri.
- Over two billion records of personal property covering almost 95 percent of the U.S., and 8 public records sources that our closest competitor does not have.
- Public records reports are produced in a matter of seconds, not minutes.
- Only LexisNexis uses multiple sources to acquire updated phone information.
- The LexisNexis ability to identify relatives is unparalleled by others in the market.
- Linking technology and an intuitive user interface produce relevant results and a capability to identify an individual that is unmatched within the industry.
- Thousands of government and law enforcement agencies rely on LexisNexis public records.

- **Exhibit:** LexisNexis stands alone as the premier provider of online investigative research.

Lexis for Microsoft Office with Document Tools

Using Lexis for Microsoft Office (LMO), you can experience seamless access to the *lexis.com* service and the open Web from within Microsoft Word and Outlook®. Instead of toggling between your research applications and Microsoft Office, LMO provides direct links to research relevant to your work product. The information you select will appear in a convenient, adjacent pane. With its comprehensive drafting tools, LMO removes the non-essential, time-consuming activities inherent in the legal research process and allows you to deliver better outcomes.

The solution works with Microsoft Office 2007 (and later versions).

LexisNexis Functionality

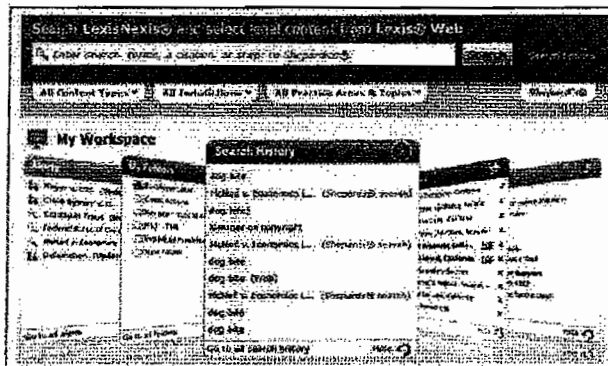
Lexis Advance

LexisNexis recently released an enhancement to our online interface that has transformed the way government agencies conduct legal research. The new platform, Lexis Advance, provides a more efficient and intuitive way to search while delivering comprehensive and relevant results that can be managed, stored and accessed on demand.

You will acquire access to LexisNexis Advance at no additional charge. You will also maintain access to the existing interface, providing you a choice between the two interfaces.

Our new platform provides access to LexisNexis and free Web content to deliver a larger set of answers faster. Take control of your results with our search filters that get you to the right answer easily, and manage your activity with work folders that allow you to save your information right where you are working. Lexis Advance delivers more complete and relevant results so you'll have increased confidence in your legal research.

We've developed Lexis Advance with input from more than 30,000 legal professionals from all markets in more than 1,500 one-on-one and small group forums, advisory meetings, labs, ethnography sessions and focus groups. The feedback has produced extraordinary reviews.



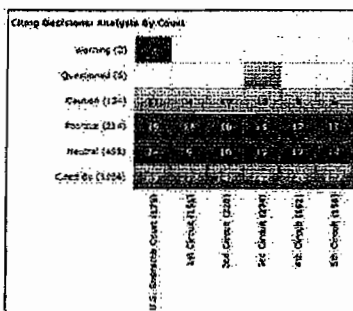
- Exhibit: Lexis Advance "My Workspace" carousel research interface, a revolving visual control center that helps you organize and manage all your research in one location.

Advantages and unique features of Lexis Advance include:

- The best citator. A survey found a survey found seven times more law students preferred *Shepard's* on Lexis Advance than KeyCite® on WestlawNext™.

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- **Legal Issue Trail**, a patented research tool increasing the accuracy of research. A user selects a specific passage within a case, then Legal Issue Trail lists cases citing to the issue.
- **Word Wheel**, providing legal phrases and key case citations that appear in the search drop-down box as the researcher begins typing.
- **Identification of spelling mistakes** and recommendations for alternative spellings.
- **Integrated search results from Lexis Web**, surfacing relevant results more quickly than an open Web search.



- Exhibit: Only *Shepard's* on Lexis Advance offers *Shepard's Graphical*, depicted above, which displays history of citing decisions in an easy visual grid or map format.

Lexis.com

Through *lexis.com*, County researchers can conduct research and improve efficiencies using the most comprehensive legal, news, business and public records content and tools. The County will have access to critical, exclusive content and timesaving features that can't be found anywhere else, now with fewer clicks and less clutter.

Exclusive content/feature advantages:

- The most Missouri summarized case law
- Monthly updates to the Missouri Administrative Code directly from the State
- Fully annotated Missouri court rules back to 1975
- 40 Missouri municipal codes
- 48 Missouri Bar analytical titles not available from our closest competitor
- 12% more Missouri verdicts and settlements than our closest competitor
- The most public records in Missouri and nationwide

The screenshot shows the LexisNexis website interface. At the top, there is a navigation bar with 'My Lexis', 'Search', 'Get a Document', 'Shepard's', 'More', 'History', and 'Alerts'. Below this is a secondary navigation bar with 'All', 'Legal', 'News & Business', 'Public Records', 'Find a Source', and 'Customize'. The main content area is divided into several sections: 'Recently Used Sources' (with a dropdown menu showing 'CFR - Code of Federal...'), 'Quick Tools' (with a search input field and buttons for 'Get a Document', 'Find a Source', and 'History'), 'Quick Search' (with a dropdown menu for 'FEDERAL' and a 'Select Practice Area' dropdown), 'Search by Topic or Headnote' (with a 'Select Topic' dropdown and a 'View more' link), and 'Related Practice Areas' (with a link to 'Constitutional Law & Civil Rights').

A Go quickly to various means of retrieving a specific document.

B Go directly to all Shepard's Citations Service options.

C Get quick access to related LexisNexis products and services.

D Rerun search from a previous session or resume interrupted research.

E Go directly to saved Alerts and results.

F Customize your subtabs to access state-specific or topic-specific content quickly.

G Access and select from your most recent 20 sources.

H Perform common research tasks right from the main screen.

I Open-Web product, Lexis Web, is integrated so you benefit from the combination of better free online content and reliable LexisNexis content in a single research service.

J Use a simple search method with easy source selection.

K Compile a thorough overview of a legal topic, pinpoint relevant case annotations, or build U.S. federal and state case digests.

L Access practice-area specific pages that pull together valuable resources on one screen.

Exhibit: The *lexis.com* Web site user interface and customizable functionality.



Lexis for Microsoft Office

You can experience seamless access to the *lexis.com* service and the open Web from within Microsoft Word and Outlook®. Instead of toggling between your research applications and Microsoft Office, Lexis for Microsoft Office (LMO), available for an optional purchase, provides direct links to research relevant to your work product. The information you select will appear in a convenient, adjacent pane. With its comprehensive drafting tools, LMO removes the non-essential, time-consuming activities inherent in the legal research process and allows you to deliver better outcomes. The solution works with Microsoft Office 2007 (and later versions) and includes the following advantages:

- Save time and work with increased efficiency.
- Increase your confidence in the outcome of your work.
- Gain efficiencies by achieving maximum value from your research investment.

Search All Background and Suggest:

- Access relevant information without leaving the document or on which you're working.
- Effortlessly merge relevant information through text recognition capabilities and search options, legal entities and terms of art.

Sharpenize® Check Docs and Check Docs:

- Utilize Sharpenize® Check Docs to verify the content of your document. Check Docs uses state-of-the-art side-by-side page-to-page comparison of your draft text.
- Through text analysis, legal citations and cross-referencing, Sharpenize® Check Docs identifies errors and omissions that can be corrected and highlighted. Check content can be accessed and highlighted simply by clicking on the tab.

Check Case Format and Check Quotes:

- Simplifies the verification and formatting of both citations and quotes while decreasing the time spent reviewing style compliance.
- Set style preferences to selected style manual formats.
- Instantly verify the accuracy and relevance of quotes. Highlighting identifies discrepancies between a quoted passage and original source text.

Table of Authorities

- Now creating or updating a Table of Authorities is faster and easier. Track your long citation numbers to the citation.
- Meet court requirements by using the required court jurisdiction style. Bookmarks on the page can be used to help also automatically incorporated.

Cases, Briefs, Actions, & Pleadings:

- Access links to relevant cases, briefs, motions, pleadings, orders and e-filing forms for topics of interest to you within your Microsoft Word documents.
- During transactional drafting, attorneys can use LexisNexis' group conferencing tool to discuss key research and model forms to clarify legal precedents.

PDF Converter and Printing:

- Turn PDF into Microsoft Word documents so that you can take full advantage of Lexis for Microsoft Office and begin your research and analysis.
- Use Printing to quickly save documents, tabs, and notes for future reference or to support your position as you create arguments.

Research Browser and History Log:

- Through History Log, users can easily follow graphic depiction of steps taken and documents accessed during their research process. History Log can be used to your own reference, instantly refresh history.
- Gain one-click access to Lexis.com to create a seamless bridge between your research and Lexis for Microsoft Office and a bio degree of research within your document.

Exhibit: Summary of LMO with Document Tools' features and functions.

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Responses to Various RFP Sections

Request

3.3.1. The on-line services shall be accessible from designated workstations located in the Prosecuting Attorney office in the Boone County Courthouse, 701 E. Walnut, Columbia, Missouri and the County Attorney, 801 E. Walnut, Columbia, Missouri.

Response

The online services will be accessible to County researchers from these locations and any locations with access to the open Web.

Request

3.3.2. The services to be provided should include access to computer assisted research in federal and state case law, statutes and regulations, specialty libraries, legislative material, state and federal sources, such as agency opinions and guidance, law review articles, legal treatises and other secondary sources, including but not limited to Missouri Jury Verdict Search and Missouri Public Employee Relation Board, news sources and public records.

Response

This proposal includes access to all content the County needs and more. We offer enhanced and basic content package options from which to choose. Please see the pricing section for details.

Option 1 – Enhanced Content

This is the most expansive content in this proposal and includes the following (see this proposal's Appendix for a complete listing):

- * Case law: all states, all federal, select international (the most summarized cases nationwide and in MO).
- * Statutes: all states and the United States Code Service, current and archived, and select international.
- * Advance Legislative Service: all states.
- * U.S. Public Laws.
- * Bills and bill tracking reports: all states and all federal.
- * Court rules: all states and all federal (fully annotated MO court rules back to 1975).
- * Regulations: all states and the Code of Federal Regulations, current and archived (monthly updates to MO Admin. Code).
- * Regulation tracking reports: all states.
- * Registers: all states and the Federal Register.
- * Municipal codes nationwide (40 in MO).
- * Attorney General opinions: all states and federal.
- * Administrative agency opinions and other materials: all states and all federal.

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- Missouri Workers' Compensation decisions. LexisNexis offers these in lieu of Missouri Public Employee Relation Board decisions.
- Federal legislative history materials.
- Uniform acts and model laws.
- Nationwide law reviews.
- Missouri news.
- Missouri Bar CLE titles (48 are unavailable from our closest competitor). These address the County's request for Missouri practice materials.
- Missouri jury verdicts and settlements (12% more than our closest competitor).
- Missouri Martindale-Hubbell Law Directory.
- American Law Reports.
- American Jurisprudence 2d.
- Shepard's Citations Service.

Option 2 – Basic Content

This is a scaled-down package that contains a strong Missouri focus and excludes much of the nationwide primary legal materials. A content summary is below (see this proposal's Appendix for a complete listing):

- Missouri state and federal case law (the most summarized cases).
- Missouri statutes.
- Missouri Advance Legislative Service.
- U.S. Public Laws.
- Missouri bills and bill tracking reports.
- Missouri court rules (fully annotated back to 1975).
- Missouri regulations (monthly updates from the State).
- Missouri regulation tracking reports.
- Missouri Register.
- Missouri municipal codes (40).
- Missouri Attorney General opinions.
- Missouri administrative agency opinions.
- Missouri Workers' Compensation decisions. LexisNexis offers these in lieu of Missouri Public Employee Relation Board decisions.
- IRC legislative history.
- Nationwide law reviews.
- Missouri news.
- Missouri Bar CLE titles (48 are unavailable from our closest competitor). These address the County's request for Missouri practice materials.
- Missouri jury verdicts and settlements (12% more than our closest competitor).
- Missouri Martindale-Hubbell Law Directory.
- American Law Reports.
- American Jurisprudence 2d.
- Shepard's Citations Service.

Request

3.3.3. The County currently requires access for approximately fourteen (14) users (13 in the Prosecuting Attorney's office and one in County Legal Office). The total number of users is subject to fluctuation, but a base number of 14 users should be assumed for preparing the proposal response. If there is a charge for support staff, please identify that charge.

Response

LexisNexis understands the foregoing information. This proposal assumes 14 attorney users. Support staff - such as paralegals, interns, legal secretaries, and other administrative staff - receive access at no additional charge. Please see this proposal's Pricing section for details.

Request

3.3.4. The County is willing to entertain alternative pricing proposals, including access to a less extensive menu of options, as well as the inclusion of additional related services such as additional print materials and/or Continuing Legal Education Programs. Clearly break out your proposal pricing by the groups and pricing offered so the County can award based on the groups/modules that best meet the needs of the County.

Response

Please see this proposal's Pricing section for options.

Request

3.3.5. Proposal responses should include a flat monthly fee for the provision of the services, as well as transactional rates for services that would be available outside of the flat rate plan, if any. In any event, all proposals are required to provide a list of all accessible materials, as well as descriptions of the material where appropriate. It should be noted that some of the considerations in the selection of the successful Contractor are price, ease of use, the extent and type of libraries to be provided, extent and type of printed materials offered and any additional related services to be provided.

Response

This proposal's pricing section includes a flat monthly fee and transactional rates for online services. Discounts on printed and other offline legal publications are included also.

In order to provide predictable pricing, LexisNexis normally blocks access to transactional searching outside an agency's flat-rate subscription. However, upon request, LexisNexis can provide transactional (price per search) access to those databases outside the flat-rate plan for some or all users within the County.

Detailed listings of accessible materials are attached separately as an Appendix on CD.

Request

3.3.6. Offerors must submit a flat rate for up to fourteen (14) attorney passwords and four (4) support staff for all database services and contents. In addition, Offeror(s) should include an individual flat rate for addition passwords for all database services and contents proposed.

Response

This proposal includes a flat rate for up to 14 attorney users and unlimited support staff. Also included is flat-rate pricing for additional attorney users. Please see this proposal's Pricing section for details.

Request

3.3.7. In the event that an Offeror proposes a less costly package, which includes limitations on access to certain databases, such as news and/or public records, the County requests that a minimum of six (6) individuals, as designated by the County, be provided, at no additional cost, with the full range of access afforded under the more extensive option. In addition, if available, please provide separate pricing relating to services for automatic electronic tracking, updating and notification, on an as needed basis, of legislation and current court cases.

Response

This proposal's basic-content option does not include six IDs with access to the enhanced-content option. Please see the pricing section for details.

County researchers can receive automatic updates on pending and existing state and federal legislation, case law, and news and business materials – all at no additional charge. Users may choose to receive LexisNexis Alerts on a daily, weekly or monthly basis. Updates can be provided online or by email.

Request

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

Response

Recommend Technical Infrastructure

County users may access LexisNexis online research services through two platforms: *lexis.com*, our traditional research platform; and Lexis Advance, our newest revised research interface. LexisNexis recommends the County implement the following technical, hardware and software infrastructure for each of these platforms:

lexis.com

Operating Systems:	Windows® XP Vista® Windows 7® Mac OS X - 10.x
Screen Resolution:	1024x768 or higher
Browsers: (Enabled Secure Socket Layer required)	Microsoft® Internet Explorer 7.0 and 8.0 Firefox 3.0 for Windows Safari 4.0 for Macintosh
Word Processing Systems:	Microsoft® Word 2003 and 2007 Coral® WordPerfect® versions X3 and 12
Supported Email Systems:	Microsoft Outlook 2000 or higher Microsoft Outlook Express 2000 or higher Thunderbird 1.0 or higher Novell® GroupWise® 6.x or higher Lotus Notes 6.x or higher AOL® Mail 8.6 or higher Apple OS X

Lexis Advance
Processor

- PC: Pentium/233Mhz (or above)
- Mac: Power PC G3 (or above)

RAM

- 128 MB (256 MB or higher recommended)

Modem

- Modem speed: 56K or above (ISDN, ADSL or cable modem recommended)

LAN Connection

- A TCP/IP connection of suitable speed with Internet access

Supported Browsers

- JavaScript must be enabled for Lexis Advance™ to run properly. Use your browser's advanced settings to enable JavaScript if it is not currently enabled.
- You may have to disable your browser's pop-up blocker in order to use some features.

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- For fastest performance, enable the HTTP 1.1 protocol in your browser's advanced settings

Operating System	Supported Browsers
Microsoft® Windows® XP	<ul style="list-style-type: none"> • Internet Explorer® 8.0 • Chrome • Firefox® 3.6
Microsoft® Windows Vista™	<ul style="list-style-type: none"> • Internet Explorer® 7.0
Microsoft® Windows® 7	<ul style="list-style-type: none"> • Internet Explorer® 8.0, 9.0 • Firefox® 7.x
Mac OS® X - 10.x	<ul style="list-style-type: none"> • Safari™ 5.1

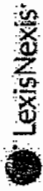
Request

5.1.4.5 Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

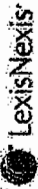
Response

LexisNexis Proposed Implementation Plan

The proposed LexisNexis implementation plan is outlined in the chart beginning on the next page and contains estimated deliverables and timeframes. All of it subject to the County's approval. If the County awards to LexisNexis in November 2012, we expect to fully implement or services by Jan. 1, 2013. We will discuss your expectations with you before implementing the final contract.



	1st Week to start contract start date	2nd Week to start contract start date	3rd Week to start contract start date	4th Week to start contract start date	5th Month to start contract start date	6th Month to start contract start date	7th Month to start contract start date
Implementation Requirements							
County Program Kick-Off							
• Implementation Meeting with Co.							
• Implementation Plan review							
• Delivery schedule							
• Prioritize implementation requirements							
• Welcome packets to new users.							
Status Meetings							
• Monthly	★	★	★	★	★	★	★
User Representatives							
• County designates one or more User Representatives (UR), provide list to LexisNexis.							
• Develop implementation plans							
• URs submit organization specific information and request User ID cards							
• URs communicate implementation plan to end users, including estimated timeline for on-site training.							



	21 Weeks Prior to Contract Start Date	20 Weeks Prior to Contract Start Date	19 Weeks Prior to Contract Start Date	18 Weeks Prior to Contract Start Date	17 Weeks Prior to Contract Start Date	16 Weeks Prior to Contract Start Date	15 Weeks Prior to Contract Start Date	14 Weeks Prior to Contract Start Date	13 Weeks Prior to Contract Start Date	12 Weeks Prior to Contract Start Date	11 Weeks Prior to Contract Start Date	10 Weeks Prior to Contract Start Date	9 Weeks Prior to Contract Start Date	8 Weeks Prior to Contract Start Date	7 Weeks Prior to Contract Start Date	6 Weeks Prior to Contract Start Date	5 Weeks Prior to Contract Start Date	4 Weeks Prior to Contract Start Date	3 Weeks Prior to Contract Start Date	2 Weeks Prior to Contract Start Date	1 Week Prior to Contract Start Date	Contract Start Date	Contract End Date	Year
Implementation Requirements																								
Training Implementation																								
<ul style="list-style-type: none"> LexisNexis and County rollout plans begin Customer prioritizes locations for training Begin scheduling on-site training On-site training initiated with priority locations Onsite webinars and telephonic training available to all end users Initial training completed 																								
<ul style="list-style-type: none"> LexisNexis goal of completing initial training in 2 weeks prior to contract start date and subsequent week for any user who could not be available for prior events 																								
Training Plan																								
<ul style="list-style-type: none"> Develop training plan that outlines County user training for the life of the contract 																								
Change Management																								
<ul style="list-style-type: none"> Build communication plan outlining ease of transition to LexisNexis Continue to inform the County of progress in implementing services 																								

Training and Transition

Seamless implementation of the LexisNexis services is vital to the productivity of the County. Our transition plan ensures that all ID holders will have the same quality support that has successfully transitioned many customers from competitive services to LexisNexis. We have experience in transitioning accounts with 1 to 25,000+ ID holders, so you can be confident that the County will be no exception to our record of success and excellence.

Throughout the entire process, LexisNexis will work quickly and effectively to execute the support services the County needs. Understanding the impact transition can have on an agency, we assure the County that its personnel will experience little to no disruption in their workflow.

A team of LexisNexis professionals will be assigned to the County. Through a combination of learning tools, the team will offer County users a variety of training options, including on-site, Web and telephonic training. Specific training geared towards your unique needs will allow the County to realize the greatest contract value within the shortest timeframe possible. Training sessions can also qualify for CLE credit.

The LexisNexis Training Team

LexisNexis Government Consultants (GCs) have developed an understanding of your specific needs and responsibilities by working with government customers. Our unique team of GCs exemplifies our commitment to providing you superior service. The County will receive invaluable service and onsite visits from dedicated trainers who know your needs and are dedicated to providing classes designed to sharpen your knowledge of LexisNexis services and to hone your research skills in various areas of law. You will also receive prompt training on new LexisNexis features, as we continually invest in and improve the online research interface.

Our training team members thoroughly understand all LexisNexis services, features, functionality and content. We understand the workflow of our attorneys general staff members and how they use our solutions. We provide a variety of learning options, both onsite and remote, to address the individual and collective needs of agency users. Your team will continue to ensure that you obtain the most value for your investment in our services.

On-Site Training

As part of the County's contract – at no additional charge – LexisNexis research consultants will provide on-site computer-assisted training.

Users may participate in one-on-one or group training. Dates and times, as well as location, can be determined in advance so the County can effectively notify users of the training schedule ahead of time.

On-site trainers will tailor their sessions to the specific needs of the County including (but not limited to) Alabama specific case law, administrative decisions and treatises. Trainers are flexible and can train in a large-scale auditorium or a small conference room.

Beyond on-site training, additional training options available to the County include:

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Personalized Telephonic/Webinar Training

To experience personalized one-on-one assistance or small-group training, users simply schedule a convenient class time and notify a LexisNexis consultant. These sessions range from an overview of LexisNexis to sessions based upon a user's specific requests and research examples. Because they are scheduled at the user's convenience, training sessions can accommodate the busy schedules of County employees. Furthermore, the sessions can be conducted in the privacy of one's own office so the user can feel comfortable asking any questions.

This training is available anywhere around the world, and participants can be connected in a matter of minutes. Training can be set upon individual request with as little as 24-hour notice to your dedicated training consultant. Web training provides equal learning opportunities to geographically dispersed participants in a variety of ways:

- Real-time interactive meetings
- Presentations
- Consulting sessions
- Seminars
- Software demonstrations

To sign up for Webinars or to view a sample listing of courses, times and course descriptions, please visit the following sites:

- https://learn.lexisnexis.com/lexisnexis/user_home.aspx
- http://lexisnexisgovernment.typepad.com/webinar_series/

E-learning Courses

Designed to give you the flexibility and convenience you need in today's fast-paced environment, LexisNexis offers pre-recorded training sessions. Available on-demand 24/7, these courses help users train anytime or anywhere via an internet connection.

These e-courses demonstrate the basic mechanics of online research. Additional pre-recorded classes, including one that focuses on Alabama legal research, offer search examples and the ability to rewind and fast-forward through the classes at the user's will. To access e-learning classes, please visit http://lexisnexisgovernment.typepad.com/webinar_series/.

Printed Materials

Printed training materials will include user guides and tip sheets. Also, user-friendly online help screens are available at <http://support.lexisnexis.com>.

Exceptional Customer Support – 24/7

When it comes to customer support, you will have a reliable, trusted team of experts available 24 x 7 via a toll-free number: (800) 543-6862. Your award-winning customer support specialists deliver what it takes to be the best.

The County's customer support staff will include professionals with the following education and experience:

- Attorneys
- Information professionals
- Individuals with MBA degrees
- Paralegals
- Financial planners and stock brokers
- CPAs

Legal Support

If you have questions relating to legal search strategy, materials, and features, your experienced Legal Research Associates will help you find answers fast. Approximately 90% of the associates hold JDs, and most of them are licensed attorneys. The remaining Legal Customer Support Representatives are experienced paralegals with extensive training. Many Legal Customer Support Representatives who will assist you have practiced in law firms, in corporate counsel offices, and as judicial law clerks.

Technical Support

Technical experts will respond to your questions about hardware, software and telecommunications, providing assistance with installation, configuration, set-up and troubleshooting, etc. The service is available 24 hours a day via a toll-free number: (800) 543-6862.

The majority of the technical staff has degrees in disciplines including Management Information Systems, Computer Science and Business Administration. County users will benefit from the representatives' practical work experience as Systems Administrators, Application Programmers, Internet Service Support Providers and Technical Support Representatives.

Operations Support

Your Operations Support Representatives will assist with systems operations issues such as the print system, ID-related questions and the Alert feature. The service is available 24 hours a day via a toll-free number: (800) 543-6862. The specialists have a variety of expertise and education, including bachelor's degrees in communications, business and MIS. Most representatives who will serve you had worked at least two years as telephonic customer support specialists before they joined LexisNexis.

Offeror's Experience

LexisNexis began in 1973 to help legal professionals research the law more efficiently. Today, LexisNexis leads the information industry with the largest full-text one-stop, electronic information service providing access to legal, news, legislative, public records, financial, patent, medical materials, and much more. Providing access to primary and secondary legal information, thousands of worldwide newspapers, magazines, trade journals, billions of public records, tax and accounting information, financial data, legislative records, and data on companies and their executives makes the LexisNexis online services an indispensable tool for gathering information and providing authoritative answers.

Every day, more than five million researchers in over 100 countries on six continents rely on LexisNexis to inform their decisions. We serve a wide range of government, legal, business, and academic customers.

LexisNexis unites strong brands, pioneering technologies and premium information for customers in the government, legal, corporate and education markets, and its products are available via the Web, in CD-ROM and in printed formats.

The company employs more than 15,000 individuals worldwide. In the United States alone there are 62 LexisNexis offices and facilities.

LexisNexis maintains one of the largest professional information services in the world. Operational capacity, performance monitoring capabilities and industry leading customer support is available virtually 24 hours a day, 7 days a week. We maintain a large database with nearly sources online and billions of searchable documents.

LexisNexis pioneered the field of online research and today provides business-critical information to a variety of professionals through the largest one-stop Web-based information service. When professionals conduct full-text research across the vast LexisNexis warehouse using its powerful search engine, they can count on timely, relevant and reliable information from credible and respected sources.

Subscribing to the LexisNexis brand on the Internet, and those of its subsidiaries, carries with it the guarantee of access to information from only legitimate sources, enriched with valuable enhancements - such as indexing, linkages and segmentation - from the company that created electronic legal information research.

The company has grown from a small start-up company to a major global leader in the information industry. LexisNexis enjoys a wide range of legal, business, government, and academic customers including:

- Thousands of state and local government agencies
- Virtually every federal agency
- Virtually every Fortune-500 company

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- Top 100 largest law firms
- All American Bar Association accredited law schools
- Big 4 accounting firms
- International customers
- 600+ universities and colleges

LexisNexis Advantages

- Lexis Advance, the newest enhancement to our online interface, is transforming the way agencies conduct legal research.
- More than 2,000 municipal codes nationwide and in Missouri. Our closest competitor offers fewer than 10, and none in Missouri, where LexisNexis has 40.
- Monthly updates to the Missouri Administrative Code directly from the State.
- The most public records in Missouri and nationwide. LexisNexis advantages in Missouri alone:
 - The most archival MVR information.
 - Historical drivers' license coverage.
 - The most archival UCC coverage.
 - The most archival corporate filings.
 - The most tax assessor records.
 - The most archival bankruptcy filings.
 - The most judgments and liens.
 - The most dockets.
- 48 Missouri Bar analytical titles not available from our closest competitor.
- 12% more Missouri verdicts and settlements than our closest competitor.
- Confidence that your citations are good law with *Shepard's*, the leading citator for 140 years. *Shepard's* gives the full spectrum of editorial analysis to describe what the citing court is saying about your case. Our competitor's citator provides only negative analysis.
- 53% more cases nationwide with both summaries and headnotes in the last 20 years than our closest competitor. This includes more Missouri summarized case law.
- Cite lists with more key information from which to determine relevance and on-point authority, including core terms and case overviews – not available in our closest competitor's cite lists.
- Case headnotes from LexisNexis contain language directly from court opinions, while our closest competitor's headnotes include editorial interpretations of court language.
- Up-to-date U.S. Code, typically ahead of our closest competitor in incorporating major federal legislation.
- More topical searches in one search: In one search, researchers may select up to 50 relevant sources across multiple content types including cases, statutes, regulations, agency materials, briefs, motions, law review articles, legal news and more. Our competitor's KeySearch® requires multiple searches to accomplish this task.
- Unique search tools such as "More Like This Headnote," not available on any other service.

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- Official statutes, administrative codes, registers and case law in 28 jurisdictions nationwide.
- Lexis Web, a free search tool that finds validated legal content on the open Web. Our closest competitor does not offer a similar tool for legal professionals.

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Agency Name:	Independence Law Department
Address:	111 E Maple Ave, Independence MO
Contact Name:	Donna Williams
Telephone Number:	816-325-7217
Date/Length of Contract:	August 2012
Description of Services:	Legal Research + Drafting Tool

2. Prior Services Performed for:

Agency Name:	Sioux County Attorney
Address:	210 Central Ave, Orange City, IA
Contact Name:	Laurie Bolluyt
Telephone Number:	712-737-2457
Date/Length of Contract:	March 2012
Description of Services:	Legal Research

3. Prior Services Performed for:

Agency Name:	Roberts, Wooten & Zimmer LLC
Address:	10438 Highway 21
Contact Name:	Charles R. Wooten
Telephone Number:	636-797-2693
Date/Length of Contract:	2 years
Description of Services:	Legal Research

Pricing

This proposal includes two content options (enhanced and basic), each with additional options to include public records and Lexis for Microsoft Office. This basic package contains a strong Missouri focus and excludes much of the enhanced package's nationwide primary legal materials.

Transactional (price-per-search) costs are also included. In order to provide predictable pricing, LexisNexis normally blocks access to database searching in sources that are outside an agency's flat-rate subscription. However, upon request, LexisNexis can provide transactional access to those databases for some or all users within the County.

Finally, discounts on printed and other offline legal materials (CDs and ebook) are included for the County's consideration.

Option 1 - Enhanced Content

This is the most expansive content in this proposal and includes the following (see this proposal's Appendix for a complete listing):

- Case law: all states, all federal, select international (the most summarized cases nationwide and in MO)
- Statutes: all states and the United States Code Service, current and archived; and select international
- Advance Legislative Service: all states
- U.S. Public Laws
- Bills and bill tracking reports: all states and all federal
- Court rules: all states and all federal (fully annotated MO court rules back to 1975)
- Regulations: all states and the Code of Federal Regulations, current and archived (monthly updates to MO Admin. Code)
- Regulation tracking reports: all states
- Registers: all states and the Federal Register
- Municipal codes nationwide (40 in MO)
- Attorney General opinions: all states and federal
- Administrative agency opinions and other materials: all states and all federal
- Missouri Workers' Compensation decisions
- Federal legislative history materials
- Uniform acts and model laws
- Nationwide law reviews
- Missouri news
- Missouri Bar CLE titles (48 are unavailable from our closest competitor)
- Missouri jury verdicts and settlements (12% more than our closest competitor)
- Missouri Martindale-Hubbell Law Directory
- American Law Reports
- American Jurisprudence 2d
- Shepard's Citations Service

Content	Features	Price Yearly Fee*	Price Optional Year 2	Price Optional Year 3	Price Optional Year 4
All Enhanced Content listed above	14 for all users	\$10,920 per year	\$11,248 for all users for the year	\$11,586 for all users for the year	\$11,924 for all users for the year
	Each additional user, after 14	\$780 per user, per year	\$804 per user for the year	\$828 per user for the year	\$852 per user for the year
Optional add-on*: Nationwide public records plus SmartLink reports	Unlimited	\$180 per user, per year	\$186 per user for the year	\$191 per user for the year	\$197 per user for the year
Optional add-on*: Lexis for Microsoft Office with Document Tools	Unlimited	\$204 per user, per year	\$215 per user for the year	\$228 per user for the year	\$240 per user for the year

* Requires purchase of Enhanced Content for 14 users.

Option 2 - Basic Content

This is a scaled-down package that contains a strong Missouri focus and excludes much of the nationwide primary legal materials. A content summary is below (see this proposal's Appendix for a complete listing):

- * Missouri state and federal case law (the most summarized cases)
- * Missouri statutes
- * Missouri Advance Legislative Service
- * U.S. Public Laws
- * Missouri bills and bill tracking reports
- * Missouri court rules (fully annotated back to 1975)
- * Missouri regulations (monthly updates from the State)
- * Missouri regulation tracking reports
- * Missouri Register
- * Missouri municipal codes (40)
- * Missouri Attorney General opinions
- * Missouri administrative agency opinions
- * Missouri Workers' Compensation decisions
- * IRC legislative history
- * Nationwide law reviews
- * Missouri news
- * Missouri Bar CLE titles (48 are unavailable from our closest competitor)
- * Missouri jury verdicts and settlements (12% more than our closest competitor)
- * Missouri Martindale-Hubbell Law Directory
- * American Law Reports
- * American Jurisprudence 2d
- * Shepard's Citations Service

Content	Number of Users	Price	Optional Year 2	Optional Year 3
All Basic Content listed above	14	\$8,400 per year for all users	\$6,652 for all users for the year	\$8,942 for all users for the year
Optional add-on** National public records plus SmartLux reports	Each additional user, after 14	\$600 per user, per year	\$638 per user for the year	\$637 per user for the year
Optional add-on** Lexis for Microsoft Office with Document Tools	Unlimited	\$180 per user, per year	\$186 per user for the year	\$191 per user for the year
	Unlimited	\$204 per user, per year	\$216 per user for the year	\$228 per user for the year

** Requires purchase of Basic Content for 14 users.

Lexis.com – Per-Search/Transactional Pricing

In order to provide predictable pricing, LexisNexis normally blocks access to database searching in sources that are outside an agency's flat-rate subscription. However, upon request, LexisNexis can provide transactional (price per search) access to those databases for some or all users within the County.

General per-use/transactional pricing is as follows:

1. INFORMATION CHARGES FOR ONLINE SERVICES AVAILABLE AT LEXIS.COM/NEXIS.COM

For more information about the pricing components, Subscriber may click the "i" icon next to an individual source to display information on that source including the price for searching, at no cost to Subscriber for access or printing, or Subscriber may contact their LexisNexis account representative for more information concerning their search charges.

1.1 SEARCHES. Charges currently range from \$0 to \$163.00. Consult the Price List available in the Online Services for detailed search charges.

1.2 DISCOUNTS. The discounts set forth below shall be applied to Subscriber's Information Charges for each monthly invoice period. The discount shall be computed monthly and shall be based on the average amount of Information Charges incurred by Subscriber in the three month period beginning four months before the month Subscriber receives the discount. Discounts shall not apply to: (i) CourtLink, (ii) Delaware Secretary of State, (iii) Duff & Bradstreet Reports, (iv) Elsevier Science, (v) Enhancements, (vi) Environmental FirstSearch, (vii) Expert Witness, (viii) FactSet, (ix) Historical Stock Quotes, (x) Precedent Finder, (xi) Premium IP, (xii) Premium News, (xiii) Real Property, (xiv) SciTech.

Monthly Average Information Charges	Final Discount
From \$0 up to \$10,000	0%
Over \$10,000 up to \$30,000	2%
Over \$30,000 up to \$60,000	4%
Over \$60,000 up to \$90,000	6%
Over \$90,000	12%

1.3 ACCESS. Charges currently range from \$0 to \$50. Consult the Price List available in the Online Services for detailed access charges.

1.4 LEXISNEXIS ALERT. Charges for LexisNexis Alert searches are based on the frequency in which they are executed according to the below table. Reports are printed at applicable print rates.

Frequency	Each Report
1st Day	\$9
1st-2nd Day	\$15
1st-3rd Day	\$27
1st-7th Day	\$45
Business Day (24/7)	\$60
Business Day (24/5)	\$45
Business Day (24/7)	\$60
Weekly	\$24
Monthly	\$20
Update Now	Price based on the frequency of the Alert being used
On Demand (only available in Florida Region)	\$10

*Not Available on Research Software

1.5 RESEARCH TOOLS

	EACH CASE OR TRIGGER REPORT
Researcher's Law of Summaries Report	\$1.00/report
Auto-Stat's Alerts	\$5.00/alert
Statutory Citation Alerts	\$5.00/alert/REPORT

Request for Proposal No. S2-20NOV12 "Online Computer Legal and General Research Services"

*Includes printing and downloading charges.

Speed of Alert	Setup	Updates
Deming LMS	\$3.00	\$9.00
Business Day	\$0.00	\$6.00
Weekend	\$3.00	\$6.00
Bi-Weekly	\$0.00	\$6.00
Monthly	\$0.00	\$6.00

SNEPARD'S BRIEF SUITE™ DESKTOP & BREECHECK.COM	EACH LINK/RETRIEVAL REPORT
Inexpensive BreeCheck™ Usage Document Retrieval	\$0.00/report
Inexpensive Full-Function Report	\$0.00/report
Standard Style Check™ Report	\$0.20/report

*Includes printing and downloading charges.

Single Document Retrieval*	Through LexisNexis.com via embedded link (excluding document links)	Through LexisNexis.com via Lexis Document by Citation	Through LexisNexis via LEXSEE service	Research Software via LEXSTAT service
Deming Content	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Premium Content**	\$8.00/link	\$8.00/link	\$8.00/link	\$8.00/link
State Proceedings and Motion Content and Super/Western Trials & Decisions	\$5.00/link	\$5.00/link	\$5.00/link	\$5.00/link
Codes and Emerging Issues Content	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Expert Source, Tax Analyst Content and Super/Western Trial	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Matthew Bender Content	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Matthew Bender Content	Year 1: \$6.00/link Year 2: \$6.00/link Year 3: \$6.00/link	Year 1: \$6.00/link Year 2: \$6.00/link Year 3: \$6.00/link	Year 1: \$6.00/link Year 2: \$6.00/link Year 3: \$6.00/link	Year 1: \$6.00/link Year 2: \$6.00/link Year 3: \$6.00/link

*Includes Profile Site Links
**Premium content consists of materials from BNA, CCH and Westlaw

TOP Document Linking	Search Charge
State/NC Content	\$4.00/link
Premium Content**	\$4.00/link
Expert and Emerging Issues Content and Super/Western Trial	\$4.00/link
Matthew Bender Content	Year 1: \$4.00/link Year 2: \$4.00/link Year 3: \$4.00/link

**Premium content consists of materials from BNA, CCH and Westlaw

Enhanced Table of Contents (TOC)	Search Charge
Code	\$4.00
Premium Analyst	\$4.00
CCH	\$4.00
State Analyst	\$4.00
BNA	\$4.00

1.6 Historic Stock Quotes

Through LexisNexis Research Software	EACH QUOTE
Historic Stock Quotes	\$0.10*

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Native Dialects Quotes 30.25*
 *Includes printing and downloading charges.
 through LexisNexis at www.lexis.com and www.lexis.com
 History: Quotes \$0.20 per day, per page
 Results will be formatted for viewing in a table format and can be formatted for printing and saved to the users local system at no additional charge. To download the results to CSV (read/write error) format, the charge will be \$2.00. To receive a print, the charge will be an additional \$1.00. For each additional company that is added to the print for comparison the cost will be \$1.00.

1.7 PRINTING AND SAVING TO DISK.
 Charges for printing and saving to disk are included in the Per-Search rate

1.8 IMAGES.
 Charges for images will be as follows per image retrieved, including printing and downloading:

	Each Image:
Anatomical Transparencies	\$0.30
Trademark design images	\$0.30
Parent and child drawing images	\$0.05
Escher/Environmental	\$3.00
Escher/Escheria	\$6.00
Farms	\$7.50
High art images - International	\$9.00
Parent Family Photos	\$9.00
POB/PHD	\$10.00
PDF Image for Judicial Profile - Full Court	\$10.00
PDF Image for Judicial Profile - 9th Circuit	\$10.00
Global Records	\$25.00
180 Policy Forms	\$26.00
Alber's	\$26.00
Escher Commentary	\$80.00
Child Expert Witness Transcripts - Escher's	\$20.00
Tracy's Escher Witness Transcripts - Escher's	\$80.00
Statutory Decisions TRF	\$65.00
IP/Other Technical Decisions	\$75.00
Research Structures PDF	\$75.00
Free Research Data: Federal Statutory and Regulatory Responses	\$75.00
USA Images/Notes	\$100.00
Child Expert Witness Transcripts - Full	\$110.00
Tracy's Expert Witness Transcripts - Full	\$110.00
Expert Competency - Behavior on the Parent Reform Act of 2007	\$112.00
PDF Image for Parent Judicial Profile	\$200.00
Corporate Governance Quizzes Profiles	\$260.00
Case Image Analysis	\$450.00
Sustainability & Risk Reports	\$1,600.00

1.9 ATTACHMENTS. Attachment charges are as follows per attachment retrieved, including printing and downloading:

	Each Attachment:
Attorney Test Book of Medicine	\$0.00
Casey	\$0.00
Massachusetts Daily News	\$0.00
Parent Images - US domestic	\$0.02
McClosky Graphics	\$0.00
WPNPHO - Worst Picture Network - Full Size	\$0.00
Escher Science Business Journals	\$10.00
Enhanced Form Open File the word processing version of form	\$10.00
Gene Crises/Issues Pamphlet	\$20.00
Cost Emerging Issues Commentary	\$20.00

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Product/Service	Each Assignment
JurisCracks: Tax	\$50.00
Netter Medical Illustrations	\$20.00
Casestar Official Reports	\$25.00
All Case Law Jurisdictions	\$20.00
Download PDF Object of Multi-Jurisdictional Survey and Analysis Form	\$20.00
50 State Comparative Legislation & Regulations	\$25.00
Emerging Science	\$30.00
JurisCracks and Analytics: Insurance	\$10.00
JurisCracks and Analytics: Tax	\$10.00
Core Form: Word word processing version of form	\$18.00
BIAS: Pleadings & Motions	\$35.00
Download Infractive Analytical Report	\$50.00
Primum Current Critical Issues Parameters	\$50.00
Primum Emerging Issues Commentary	\$50.00
JurisCracks: Insurance	\$125.00
Enhanced Critical Issues Parameters	\$133.00
Enhanced Emerging Issues Commentary	\$133.00
Advanced Practice Strategies Medical Illustrations	\$175.00

1.10 DUN & BRADSTREET REPORTS.
 Charges for Business Information Reports will range from \$86.00 to \$629.00 depending on the user's location (e.g. USA, Canada, etc). Charges for other Dun & Bradstreet Reports will range from \$72.00 to \$130.00 depending on the specific report requested. Consult the Price List available in the Online Services for detailed report charges.

1.11 DELAWARE SECRETARY OF STATE: \$95 per report.

1.12 ANALYZER: \$0 per search and \$260 per report

1.13 EDDAR ONLINE: \$15 for Excel Reports and \$22 for Non-Excel Reports (document delivery included).

1.14 DOSSIER: Charges range from \$0 up to \$50 per report and from \$0 up to \$176 per document link.

1.15 FACTIVA CONTINUOUS ALERTS:

Product/Service	Per Alert
Initial Search Fee	\$65.00 per Alert
Daily Search Update Fee	\$20.00 per Alert per day
Daily Delivery Functionality	\$3.00 per Alert per day

1.16 COURT LINK:

1.16.1 COURT LINK VIA LEXIS.COM: Charges for CourtLink products retrieved via Lexis.com

Product/Service	Per Alert
CourtLink Document Search	\$16.00, \$25.00 or \$60.00
CourtLink Document Retrieval	\$5.25 or \$9.45
CourtLink Document Update	\$4.20
CourtLink Party Alert	\$10.25
CourtLink Notice of Suit and Case Action Alerts	\$1.75
CourtLink Daily, Weekly or Monthly	\$8.50 per update
CourtLink QSD Images and Document Ordering	\$5.00

1.16.2 COURT LINK VIA COURT LINK PLATFORM: Charges for CourtLink products retrieved via the CourtLink platform

Product/Service	Per Alert
Alert	Range \$3.50 - \$15.00 per case found
Track	Range \$5.00 per update to \$15.00 per update
Search & Retrieve	Range \$5.25 - \$20.00 per search
CourtLink QSD Images and Document Ordering	\$5.00 - \$20.00

Consult the CourtLink Fee Schedule available at <https://v3.courtlink.lexisnexis.com/Help/Pricing/pricing.htm> for detailed report charges. In the event of a conflict between the range prices above and the CourtLink Fee Schedule, the CourtLink Fee Schedule will control.

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Request for Proposal No. 52-20NOV12 "Online Computer, Legal and General Research Services"

1.17 TOTAL PATENT

	CHARGES
Searches	\$76 per Authority (maximum \$450)
Print/Download/Fax	See Section 1.7
Single Document Retrieval	\$7.00 per link
PDF Images	\$0.00 per image
Creating a Folder	\$10.00
Copying a Folder	\$10.00
Machine Translating	\$250.00
Analytics Report	\$20.00
Alerts	See Section 1.4 for rates
On Demand	\$20.00
Semantic Search	\$40 each time a semantic analysis is initiated

1.18 PubRec Reports: \$99.00 for SmartLink Report to Report links

1.19 PRECEDENT SEARCH. Charges are \$59 for Single Category Search and \$89 for Multiple Category Search. For Matthew Bender/LN Forms & Agreements, charges are \$215 for single practice area/area of law and \$250 for multiple categories of all practice areas/areas of law.

1.20 THE ENVIRONMENTAL FIRST SEARCH GATEWAY REPORTS.

	Price Per Report
Environmental Site Records Summary	\$99.00
Environmental Site Records Summary (plus added content)	\$129.00
Environmental Site Records Full Report	\$199.00
Environmental Site Records Full Report (plus added content)	\$229.00

1.21 REAL PROPERTY ENHANCEMENTS.

Description	Report Rate
Neighborhood Demographics Report	\$10.00
Loan Risk Scoring Report	\$15.00
Comparable Property Sales Report	\$15.00
Parcel Images	\$18.00
Deed Transaction History Report	\$20.00
Foreclosure Activity Report	\$30.00
Voluntary Lien Transaction	\$30.00
Real Property Mutation Report	\$25.00
Dead Images	\$25.00
Levy Property Description & Deed History Report	\$25.00
Real Property Valuation & Risk Assessment Report	\$60.00

1.22 LEXISNEXIS STATISTICAL GATEWAY.

LexisNexis Statistical Gateway charges are as follows:

Reports	\$0.00 - \$2.00
Basic Datasets Per Search	\$0.30 - \$0.60

1.23 VERDICT & SETTLEMENT ANALYZER.

Verdict & Settlement Analyzer	\$5.00 per link
Verdict & Settlement Analyzer	\$25.00 per report

1.24 AUTOMATIC DISPLAY FILES (ADF). Charges range between \$0 to \$125.

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Request for Proposal No. 52-20NOV12 "Online Computer Legal and General Research Services"

1.25 PROFILE SUITE, \$22 per report.

2. HANDLING CHARGE (AVAILABLE VIA CLASSIC ONLINE SERVICE ONLY), \$15 per user per day for documents printed at the LexisNexis computer center.

3. MONTHLY SUBSCRIPTION CHARGE, \$75 per building with equipment used to access the Online Services (up to a maximum of \$150 per Agency).

4. INSTRUCTION. Training is provided at no charge and covers (a) the basic instruction of all individuals selected by Subscriber to receive instruction in the use of the Online Services and (b) standard instructional and reference materials on the use of the Online Services. Everyone who completes training shall receive one hour of free use to perfect their skills. This free hour is non-transferable and must be used within 14 calendar days of the date on which basic instruction is completed, at a single session or on an aggregated basis. Credit for free use shall automatically be reflected on Subscriber's monthly invoice and shall be applied against Subscriber's total charges in a given month.

5. TAXES. The charges detailed in this Price Schedule are exclusive of any state or local sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax will not be charged to Subscriber upon receipt of a certificate of exemption.

II. INFORMATION CHARGES FOR LEXIS® ADVANCE

1.1 This pricing applies to documents outside of any subscription plan. Such documents are identified by an orange notification. All other documents are inside of the flat rate subscription and will not incur an additional charge.

Content Category	Document Access Charge	Document Delivery Charge
ALB, Mealey's		
Business Law Monographs, Gilson on Trademarks, Law of Liability Insurance		
Top US & global publications, including top newspapers, magazines or journals. Examples include: American Banker, Associated Press, Daily Telegraph (London), The Economist, Los Angeles Times, New York Times, Washington Post.		
Primarily daily newspapers and newspapers, examples include: Federal News Service, Hartford Courant, Japan Economic Newswire, Richmond Times Dispatch, Sacramento Bee		
Primarily weekly magazines and trade journals, examples include: Agricultural Business Week, Energy & Ecology Business, Journal of Mathematics, Leisure and Travel Week, Resource Week		

1.2 Shepard's® is included with all document accesses, and is free of charge when searched during the promotional period that ends July 1, 2012.

1.3 Prices shown in the above list do not reflect any subscription or transactional discounts.

Discounts on Printed and Other Offline Legal Materials

To browse a listing of available LexisNexis publications available in printed, CD and ebook format, please visit <http://bookstore.lexis.com/bookstore/catalog>.

Dual-Media Discount

LexisNexis offers a dual media discount of up to 50% on new purchases/subscriptions if the agency also subscribes to the same titles on LexisNexis online services. The Dual Media discount is applied to renewal and/or updates of the subscription as long as the same title is maintained online. This discount applies to new purchases only and not to renewals, updates or existing subscriptions.

Multi-Year Options

LexisNexis has customer loyalty programs available that could offer significant savings to the agency over the long term. For example, our three-year customer price incentives would provide predictability, flexibility, and affordability and potentially save the agency a considerable amount over that period. Please contact your Account Manager for details.

Competitor Displacement

LexisNexis can provide additional savings when replacing competitors' print titles with comparable LexisNexis print titles. For example, replacing a set of West's United States Code Annotated in print with our United States Code Service in print can often save the agency more than 50% while still maintaining or even improving the overall quality of your collection. This is becoming more crucial for government agencies challenged with ever-limited budgets.

Standard Discounting

For other purchases of new publications not qualifying for discounts in any aforementioned scenarios, the agency would receive up to a 20% discount. Please contact your account manager for additional bulk or promotional discounts if applicable. Some exclusions may apply. This discounting applies to new purchases only and not to renewals, updates or existing subscriptions.

Contractual Matters

Rationale for Proposed Changes

The proposed changes that LexisNexis (“LN”) makes allow LN to comply with federal, state and third-party licensors’ legal obligations while permitting us to offer the broadest possible legal, news, business, and public records content. LN is committed to doing business with you. If you identify any issues with our proposed changes, please notify us immediately so we can reach an agreement that is mutually acceptable to both parties.

All the revised and additional language allows LN to remain compliant with the hundreds of third-party license agreements covering materials included in the Online Services. In the various third-party license agreements, LN certifies that all customers will be bound to terms substantially similar to the standard LN terms before the customers can access and use the Online Services.

Our revisions below are consistent with terms and conditions currently in place between LexisNexis and various governmental entities within the state of Missouri.

Proposed Changes

Section 4.3.2 – LexisNexis would request a reasonable opportunity to cure a breach of the agreement prior to the County exercising the right to terminate.

Section 4.4 – LexisNexis requests the deletion of this provision. The County will have the opportunity to cure if there is a breach.

Section 4.5 – LexisNexis proposes to modify this provision to add the following to the end of this provision: Notwithstanding the foregoing, the Contractor may assign this agreement to a successor by merger or to the transferee of substantially all of its stock or assets upon notice to the County but without the County’s prior written consent. Subject to the foregoing, this agreement will be binding upon and benefit the parties and their respective successors and permitted assigns.

Section 4.9 – LexisNexis proposes to add the following to the beginning of this provision: “Except as otherwise provided in the LexisNexis Subscription Agreement and Offline Order Form,”

EXHIBIT A TO LexisNexis® SUBSCRIPTION AGREEMENT

SLG

General Terms and Conditions State/Local Government Per Search Pricing February 1, 2012

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by LexisNexis, a division of Reed Elsevier Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with LN. The "Subscription Agreement" shall consist of these General Terms and Conditions, and the standard, transactional rates applicable to you (the "Price Schedule").

1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1 You and your Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:

(a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the Internet); subject to the Supplemental Terms for Specific Materials ("Supplemental Terms"). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the mode of display is not through the Internet, an intranet or other types of networking communication like LANs or WANs;

(b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");

(c) With respect to Materials that are court cases, court rules, court briefs, agency-issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories (collectively, "Authorized Legal Materials"), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorized Legal Materials are needed for purposes contemplated under this Subscription Agreement;

(d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine-readable form for no more than 90 days, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms;

(e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; (2) distribute

Authorized Printouts to persons who are not Authorized Users (including by emailing through the functionality of the Online Services) on an occasional, infrequent basis as permitted by applicable copyright law; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance provided all other Materials are purged promptly upon the expiration of this Subscription Agreement; and

(f) For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to LN for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates in the applicable Price Schedule.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms, you and your Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you and your Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of LN, including its trademarks, service marks, or logos without the express written consent of LN. Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of LN.

1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to LN or its third party suppliers of Materials. Neither you nor your Authorized Users acquire any proprietary interest in the Online Services, Materials, or copies thereof, except the limited rights granted herein.

1.5 Neither you nor your Authorized Users may use the Online Services or Materials in any fashion that infringes the intellectual property rights or proprietary interests of LN or any third party. Your use of the Online Services and Materials must comply with all applicable laws, rules or regulations.

corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance, beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

4.2 "Covered Party" means (a) LN and any officer, director, employee, subcontractor, agent, successor, or assign of LN; and (b) each third party supplier of Materials, third party alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or third party alliance entity or any of their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THIS SUBSCRIPTION AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

4.5 Notwithstanding anything to the contrary in this Section 4: (a) If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved by LN; (iii) you give LN prompt notice of any such claim; and (iv) you give LN the right to control and direct the investigation, defense and settlement of each such claim. You, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

(b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for you the right to continue using the Online Services; (ii) replace or modify the Online Services so that they become non-infringing; or (iii) terminate this Subscription Agreement or notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions may be changed by LN immediately upon notice to you. If any changes are made to this Subscription Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Authorized Users but will apply to all similarly situated LN customers using the Online Services. You may terminate this Subscription Agreement upon written notice to LN if any change to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, this Subscription Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this Subscription Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

5.2 You or LN may terminate this Subscription Agreement at any time in accordance with this Section 5.2. The effective date of termination shall be 10 days after the receipt of written notice of termination, unless a later date is specified in the notice. LN may temporarily suspend or discontinue providing access to the Online Services to any or all Authorized Users in breach of this Subscription Agreement without notice and LN may pursue any other legal remedies available to it.

5.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to: LexisNexis, Attn: Chief Legal Officer, 6443 Springboro Pike, Columbus, OH 43242.

5.4 The failure of you, LN, or any third party supplier of Materials to enforce any provision hereof shall not constitute or

EXHIBIT B TO LexisNexis® SUBSCRIPTION AGREEMENT

SLG

**Price Schedule
State/Local Government Per Search Pricing
February 1, 2012**

These charges are effective as of February 1, 2012, and shall continue thereafter until the subscribing organization or individual ("Subscriber") is notified otherwise.

I. INFORMATION CHARGES FOR ONLINE SERVICES AVAILABLE AT LEXIS.COM/NEXIS.COM

For more information about the pricing components, Subscriber may click the "i" icon next to an individual source to display information on that source including the price for searching, at no cost to Subscriber for access or printing, or Subscriber may contact their LexisNexis account representative for more information concerning their search charges:

1.1 SEARCHES. Charges currently range from \$0 to \$163.00. Consult the Price List available in the Online Services for detailed search charges.

1.2 DISCOUNTS. The discounts set forth below shall be applied to Subscriber's Information Charges for each monthly invoice period. The discount shall be computed monthly and shall be based on the average amount of Information Charges incurred by Subscriber in the three month period beginning four months before the month Subscriber receives the discount. Discounts shall not apply to: (i) CourtLink; (ii) Delaware Secretary of State; (iii) Dunn & Bradstreet Reports; (iv) Elsevier Science; (v) Enhancements; (vi) Environmental FirstSearch; (vii) Expert Witness; (viii) FactSet; (ix) Historical Stock Quotes; (x) Precedent Finder; (xi) Premium IP; (xii) Premium News; (xiii) Real Property; (xiv) SciTech.

Monthly Average Information Charges	Flat Discount
From \$0 up to \$15,000	0%
Over \$15,000 up to \$50,000	2%
Over \$50,000 up to \$80,000	4%
Over \$80,000 up to \$90,000	8%
Over \$90,000	12%

1.3 ACCESS. Charges currently range from \$0 to \$50. Consult the Price List available in the Online Services for detailed access charges.

1.4 LEXISNEXIS® ALERT. Charges for LexisNexis Alert searches are based on the frequency in which they are executed according to the below table. Reports are printed at applicable print rates.

Frequency	Each Report
Intra-Day	\$9
Intra-Day 2x	\$16
Intra-Day 3x	\$27
Daily	\$15
Business Day (M-F)	\$20
Business Day (M-F)*	\$40
Business Day (M-F)*	\$80
Weekly	\$24
Monthly	\$30
Update Now	Price based on the frequency of the Alert being updated
On Demand (only available in Rosette Platform)	\$15

*Not available on Research Software

1.5 RESEARCH TOOLS:

EACH CASE/CITATION/REPORT	
Shepard® Table of Authorities Report	\$1.00/report
Auto-Cite® service	\$8.00/cite
Shepard® Citation Service	\$5.00/cite/SHEPARD®

Historic Dividend Quotes	\$0.25*
*Includes printing and downloading charges.	
through LexisNexis at www.lexis.com and www.lexis.com	
Historical Quotes	\$0.30 per day per quote
Results will be formatted for viewing in a tabular format and can be formatted for printing and printed to the user's local printer at no additional charge. To download the results to CSV (spreadsheet/Excel format) the charge will be \$2.00. To receive a print, the charge will be an additional \$1.00. For each additional company that is added to the chart for comparison the cost will be \$1.00.	

1.7 PRINTING AND SAVING TO DISK:
Charges for printing and saving to disk are included in the Per-Search rate.

1.8 IMAGES:
Charges for images will be as follows per image retrieved, including printing and downloading:

	Each Image
Anatomical Transparencies	\$0.00
Trademark design images	\$0.00
Patent exemplary drawing images	\$0.00
Elsevier Environmental	\$3.00
Elsevier Business	\$6.00
Forms	\$7.50
INH patent images - International	\$9.00
Patent Family Reports	\$9.00
Happenings!	\$10.00
PDF image for Judicial Profile - 7 th Circuit	\$10.00
PDF image for Judicial Profile - 9 th Circuit	\$10.00
Global Reports	\$25.00
ISO Policy Forms	\$25.00
Motors	\$25.00
Expert Commentary	\$50.00
Other Expert Witness Transcripts - Excerpts	\$50.00
Triodyne Expert Witness Transcripts - Excerpts	\$50.00
Research Disclosures TIFF	\$65.00
IP.com Technical Disclosures	\$75.00
Research Disclosures PDF	\$75.00
The Financial Crisis: Federal Statutory and Regulatory Responses	\$75.00
M&A Insight Notes	\$100.00
Other Expert Witness Transcripts - Full	\$110.00
Triodyne Expert Witness Transcripts - Full	\$110.00
Expert Commentary - Benson on the Patent Reform Act of 2007	\$112.00
PDF image for Premium Judicial Profile	\$200.00
Corporate Governance Quotient Profiles	\$250.00
M&A Insights Analysis	\$400.00
Sustainability & Risk Reports	\$1,500.00

1.9 ATTACHMENTS: Attachment charges are as follows per attachment retrieved, including printing and downloading:

	Each Attachment
Attorney Text Book of Medicine	\$0.00
Mealey	\$0.00
Mealeys Daily News	\$5.00
Patent images - US domestic	\$5.00
McClatchy Graphics	\$6.00
WFNPHO - World Picture Network - Full Size	\$6.00
Elsevier Science Business Journals	\$10.00
Enhanced Form: Open Fileable word processing version of form	\$10.00
Core Critical Issues Pamphlet	\$20.00
Core Emerging Issues Commentary	\$20.00

Consult the CourtLink Fee Schedule available at <https://w3.courtlink.lexisnexis.com/Help/Pricing/pricing.htm> for detailed report charges. In the event of a conflict between the range prices above and the CourtLink Fee Schedule, the CourtLink Fee Schedule will control.

1.25 PROFILE SUITE, \$22 per report.

2. HANDLING CHARGE (AVAILABLE VIA CLASSIC ONLINE SERVICES ONLY). \$15 per user per day for documents printed at the LexisNexis computer center.

3. MONTHLY SUBSCRIPTION CHARGE. \$75 per building with equipment used to access the Online Services (up to a maximum of \$150 per Agency).

4. INSTRUCTION. Training is provided at no charge and covers (a) the basic instruction of all individuals selected by Subscriber to receive instruction in the use of the Online Services and (b) standard instructional and reference materials on the use of the Online Services. Everyone who completes training shall receive one hour of free use to perfect their skills. This free hour is non-transferable and must be used within 14 calendar days of the date on which basic instruction is completed, at a single session or on an aggregated basis. Credit for free use shall automatically be reflected on Subscriber's monthly invoice and shall be applied against Subscriber's total charges in a given month.

5. TAXES. The charges detailed in this Price Schedule are exclusive of any state or local sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax will not be charged to Subscriber upon receipt of a certificate of exemption.

ii. INFORMATION CHARGES FOR LEXIS® ADVANCE

1.1 This pricing applies to documents outside of any subscription plan. Such documents are identified by an orange "Out of Plan" notification. All other documents are inside of the flat rate subscription and will not incur an additional charge.

Content Category	Document Access Charge	Document Delivery Charge
Primary Law: (lexis.com) cases, codes, admin codes	\$0	\$0
Primary Law: (lexis.com) agency materials, bill text, court rules	\$0	\$0
Secondary Law jury verdicts & settlements, jurisprudence, law reviews	\$0	\$0
Case News ALM, Moody's	\$0	\$0
Primary Citations briefs, pleadings, motions; expert witness materials	\$0	\$0
Secondary Citations Select titles such as Chisum on Patents, Collier on Bankruptcy, Nimmer on Copyright	\$0	\$0
Business Law Business Law Monographs, Gilson on Trademarks, Law of Liability Insurance	\$0	\$0
News Top US or global publications, including top newspapers, magazines or journals. Examples include: American Banker, Associated Press, Daily Telegraph (London), The Economist, Los Angeles Times, New York Times, Washington Post Factiva: -600 sources obtained from Dow Jones Factiva; examples include: Wall Street Journal, Barron's Dow Jones Service	\$0	\$0
Primary daily newspapers and newswires; examples include: Federal News Service, Hartford Courant, Japan Economic Newswire, Richmond Times Dispatch, Sacramento Bee	\$0	\$0
Primary weekly magazines and trade journals; examples include: Agricultural Business Week, Energy & Ecology Business, Journal of Mathematics, Leisure and Travel Week, Resource Week	\$0	\$0
Public Records	\$0	\$0

1.2 Shepard's® is included with all document accesses, and is free of charge when searched during the promotional period that ends July 1, 2012.

1.3 Prices shown in the above list do not reflect any subscription or transactional discounts.



SLG
SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT

"Subscriber":	"LN": LexisNexis, a division of Reed Elsevier Inc.
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This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN, if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)

3. CERTIFICATION

Subscriber certifies, by completing all highlighted areas, that on the date this Amendment is signed by Subscriber there are judges and attorneys, and government professionals for a total of users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will report to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the lexis.com service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

10. MISCELLANEOUS

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the third Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

10.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

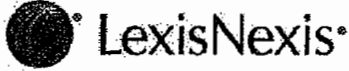
10.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

_____ SUBSCRIBER	LexisNexis, a division of Reed Elsevier Inc.
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.



This Lexis® for Microsoft® Office ("Lexis for Microsoft Office") Addendum ("Addendum") amends and supplements the terms of the Subscription Agreement (the "Subscription Agreement") and the Subscription Plan Amendment (the "Amendment"), previously executed between LexisNexis, a division of Reed Elsevier Inc. ("LN") and _____ ("Subscriber").

1. Term.

The term of this Addendum (the "Addendum") will begin on the day this Addendum is executed by Subscriber and will continue until the last Commitment Period set forth below (the "Term"). Notwithstanding the foregoing, this Addendum shall automatically terminate upon expiration of the Amendment. Although the Term of this Addendum will start upon execution, Subscriber will not have access to Lexis for Microsoft Office until the following conditions (collectively, the "Requirements") are met: (a) Subscriber meets the Technical Requirements set forth in Section 2; and (b) Lexis for Microsoft Office is installed on Subscriber's system via one of the installation processes set forth in Section 5.

2. Technical Requirements.

Lexis for Microsoft Office is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft Outlook and Microsoft Word. In order to use Lexis for Microsoft Office, Subscriber must: (a) subscribe to the Lexis for Microsoft Office Menu set forth in Section 4 below; (b) have a paid-up license to use Microsoft® Office 2007 or Microsoft® Office 2010 from Microsoft Corporation; and (c) meet the other system operating and other requirements as reasonably required by LN for the proper operation of the Software (collectively, the "Technical Requirements").

3. License.

LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis for Microsoft Office product indicated in Section 4 below subject to the terms of the Lexis for Microsoft Office End User License Agreement attached hereto as Exhibit A. LN retains all right, title, and interest in and to Lexis for Microsoft Office, and any intellectual property embodied therein. All access to and use of LN content via Lexis for Microsoft Office shall be subject to the terms set forth in the Subscription Agreement.

4. Lexis for Microsoft Office Platform, Menu, Monthly Commitment, Functionality Charges.

4.1. In exchange for Subscriber's monthly payment to LN of the Lexis for Microsoft Office Monthly Commitment amount set forth below, Subscriber will be provided with the Lexis for Microsoft Office features and content indicated below during the Commitment Period. Access to Lexis for Microsoft Office shall be limited to the number of Authorized Users set forth below. Subscriber acknowledges that the content available in Lexis for Microsoft Office Menu may be different than the content it has access to via its subscription to *lexis.com* in the Amendment.

LEXIS FOR MICROSOFT OFFICE				
(Check applicable product selection)				
<input type="checkbox"/> Lexis for Microsoft Office – Core: Menu: 1-10 Users ZZYWCA		<input type="checkbox"/> Lexis for Microsoft Office – with Document Tools Menu: 1-10 Users ZZYWCA		
<input type="checkbox"/> Lexis for Microsoft Office – with Transactional Tools Menu: 1-10 Users ZZYWCA+PRC001+PRC002		<input type="checkbox"/> Lexis for Microsoft Office – with Transactional Tools and Document Tools Menu: 1-10 Users ZZYWCA+PRC001+PRC002		
Commitment Period	NUMBER OF AUTHORIZED USERS	CONTENT CHARGES	SOFTWARE CHARGES	LEXIS FOR MICROSOFT OFFICE MONTHLY COMMITMENT
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

8. Miscellaneous:

6.1 In the event of any conflict between the terms of this Addendum and the attached Exhibit A, the terms of this Addendum shall control.

6.2 Except as expressly modified by this Addendum, all other terms and conditions of the Subscription Agreement and the Amendment will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Subscription Agreement, the Amendment or this Addendum, this Addendum will control. The Subscription Agreement, the Amendment and this Addendum represent the entire agreement between the parties with respect to Lexis for Microsoft Office. All prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or in writing, concerning Lexis for Microsoft Office are superseded in their entirety by this Addendum.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by LN providing Subscriber access to Lexis for Microsoft Office.

AGREED TO AND ACCEPTED BY:

SUBSCRIBER
BY: _____
NAME: _____
TITLE: _____
DATE: _____

LexisNexis, a division of Reed Elsevier Inc.
BY: _____
NAME: _____
TITLE: _____
DATE: _____

Subscriber Implementation Information	
IT Administrator Name:	
IT Administrator Address:	
IT Administrator Phone Number:	
IT Administrator Email Address:	
Location of Primary Data Center(s)	
Subscriber User Locations (City, State)	Percentage of Users (%)

Software product offering you have selected in the Addendum (for purposes of this Section 4.1(c) "Your Subscribed Product") and to the Updates and Upgrades released by LN to Your Subscribed Product. This license does not entitle you to have access or use of any other Lexis for Microsoft software product. In order to ensure the proper operation of Your Subscribed Product in accordance with its written documentation, LN will provide you with patches, bug fixes, corrections and minor enhancements ("Updates") during the Term. Updates will be provided free of charge as they become commercially available from LN. Your failure to promptly install Updates may result in the voiding of LN's warranty set forth in Section 6. LN will also provide you with feature or functionality enhancements to Your Subscribed Product (an "Upgrade") free of charge as such Upgrades become commercially available from LN. LN's distribution of Upgrades and/or Updates to you does not entitle you to use more copies of Your Subscribed Product than the number of Authorized Users for which you have a valid subscription. This license, including the release of any Update or Upgrade to Your Subscribed Product, does not entitle you to have access to or use of any other Lexis for Microsoft software product. If you wish to subscribe to any other Lexis for Microsoft software product, you must execute an Addendum with LN which contains the appropriate terms of use and charges for the applicable Lexis for Microsoft software product. Your use of an Upgrade or Update is licensed in accordance with the terms and conditions of this EULA.

4.2 LN is not obligated to provide Support Services for any Software (a) that has been provided to you free of charge, (b) that has been altered other than by LN or at LN's direction, or (c) that is more than two versions out of date.

4.3 LN retains the right to change or modify the Support Services offered herein at any time and from time to time upon thirty (30) days' written notice to you. In the event any such changes materially and adversely affect the Support Services, you may terminate the Addendum and this EULA upon 10 days' written notice to LN.

5. YOUR RESPONSIBILITIES.

5.1 The Support Services do not include, and you must provide at your expense unless otherwise expressly agreed by you and LN in writing: (a) installation, testing, and operation of the Software and all Upgrade and/or Updates; (b) isolation and documentation of Software Problems; (c) Internet resources, backup and restoration of your systems; and (d) modems and Internet access for LN's remote access and diagnosis of Software Problems, when necessary.

5.2 LN is not responsible for products provided to you by third parties, whether or not LN recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet your requirements will not affect either party's obligations under this EULA.

6. LIMITED WARRANTY.

During the Term, LN warrants that the Software will operate substantially in accordance with the documentation provided, unless performance problems are the result of hardware failure, improper use, or modification by you or your agents or contractors or due to your failure to install all Updates. If the Software does not so operate, your exclusive remedy and LN's sole obligation under this warranty shall be, in LN's sole discretion, either to replace the Software, or provide you with a bug fix or patch, or to refund the purchase price paid for the current version of the Software. LN further warrants that Software Support will be performed in a professional manner, consistent with industry standards. EXCEPT AS SET FORTH ABOVE, LN DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE, UPGRADE OR UPDATE WILL MEET ANY PARTICULAR REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SOFTWARE, UPGRADE OR UPDATE (INCLUDING SOFTWARE WHICH LN CREATES OR MODIFIES FOR YOU) WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE, UPGRADE OR UPDATE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM, SYSTEM OR APPLICATION. PORTIONS OF THE SOFTWARE HAVE BEEN DEVELOPED BY MICROSOFT CORPORATION AND SUCH PORTIONS ARE PROVIDED "AS IS." ADDITIONALLY, IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. ALL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN APPLY TO LN'S SOFTWARE DEVELOPERS, SUBCONTRACTORS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND LN ARE COLLECTIVELY RESPONSIBLE.

7. FEES AND PAYMENT FOR SUBSCRIPTION.

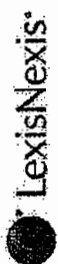
7.1 Applicable fees and charges for the Software and the support services are set forth in your Lexis for Microsoft Office Addendum. Unless otherwise stated, the fees for the subscription do not include any taxes, such as sales, use, or excise taxes.

7.2 In the event LN sends you an invoice for the subscription, you shall pay LN the net amount of each invoice in United States dollars within 30 days after the date of the invoice. If you fail to pay any invoiced amount when due, LN may charge you interest on the unpaid balance from the date of the invoice until the date paid at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower. In the event you pay the fee for the subscription by credit card, LN will send you a receipt confirming the amount paid and date of expiration of the Term.

NO: SL Govt Fed Govt Lexis Microsoft Office Adm. Oct 2011 ID# 4851-1107-6382

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12.7 Neither party shall assign its rights or delegate its duties under this EULA without the prior written consent of the other party, except that LN may assign this EULA to an affiliate or to its successor by merger or to the transferee of substantially all of its stock or assets. Any assignee or delegatee shall be subject to the same obligations, restrictions, and limitations to which the assignor or delegator is subject, and no assignor or delegator shall be released from liability under this EULA by reason of any such assignment or delegation. This EULA shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.



AGREEMENT AND ORDER FORM
Revised June 2009

Order Number: _____ SL PWC: _____

Sales Reps Name: _____
Sales Rep #: _____

Source Code: _____
Rush Order / Date Needed: _____

Additional Information: _____

MATTHEW BENDER®
1215 Broadway
Albany, NY 12244
(609) 633-9594 Fax (609) 633-9341

For Internal use Payment Method:
 Confirming order copy
 Check # _____ Attached (please check for exact company or origin)
 Net 30 Bill Monthly Bill Quarterly
 Bill Semi-Annual Bill Annual
 MasterCard VISA® AMEX® Discover®
 Credit Card # _____ Exp. _____

Ship to Account Information:
 Name: _____
 Address: _____
 City, State, Zip: _____ Country: _____
 Telephone #: _____ Fax #: _____
 Email Address: _____

Account Information Change
 Account Information Change

Bill to Account Information (if different than ship to):
 Name: _____
 Address: _____
 City, State, Zip: _____ Country: _____
 Telephone #: _____ Fax #: _____
 Email Address: _____

Enter Account # or check in NEW ACCOUNT: _____
 Enter Bill to Account # (if different than ship to): _____
 Purchase Order # _____

I certify there are _____ attorneys in the firm or department.

Qty	13 Digit ISBN #	# of Months	Sub Type (S/N/S)	(AR/AS) (Y/N)	OTP (Y/N)	Product Description	Unit Price	# of Users	User Fees %	Disc %	Printed Cost	# of Releases	Upload Cost	Total Price

Sub = Subscription
 S = Service Subscription whose price includes all Updates (defined in Additional Terms)
 NS = Non-Service Subscription whose price does not include Updates.
 AR = Automatic renewal of annual subscriptions
 AS = Automatic shipment of Updates with an invoice
 OTP = One time purchase only. NOT applicable for any Service Titles offering a 12 month Service Period.
 DISC = Discount
 CWO = Cash with order

Subtotal other pages: \$ _____
 Discount: \$ _____
 Subtotal: \$ _____
 Tax: _____ % \$ _____
 ** Grand Total Price: \$ _____

**Shipping & Handling Fees and Taxes will be added to the Grand Total

MATERIAL TERMS

Automatic Annual Renewal Subscription
 If you select this option, your subscription will be automatically renewed without any action on your part, and you will be billed on or about the renewal date.
 You will receive the products listed in this Order Form and any supplements, revisions, replacement volumes, new editions and revisions to a publication (updates) made available during the annual subscription period, included in the price shown above. Shipping and handling fees are not included in the Grand Total Price shown above.
 Under this automatic renewal option, at least 30 days before each renewal date, you will receive a renewal notice. This notice will advise the exact or latest renewal date. The renewal price will likely include an increase over your prior year's subscription price.

CREDIT INFORMATION (MANDATORY)	
Commercial Reference #1	Social Security No.
Address	Federal ID No.
Account No.	Bank Reference
Contact Name	Branch Address
Phone Number	Account No.
Commercial Reference #2	Contact Name
Address	Phone Number
Account No.	
Contact Name	
Phone Number	

CREDIT INVESTIGATION AND APPROVAL:
 By this order, you authorize Home Office to make credit investigation in most cases, appropriate and to exchange any information received in the course of such investigation. We may request reports from credit reporting agencies or others. If you do not wish a credit report to be prepared, we will let you and the report preparer know, we will give you the name and address of the agency that supplies the report.



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Client Company ID Number: 249564

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), LexisNexis, a division of Reed Elsevier Inc (Employer), and NCYCLES (Designated Agent) regarding the Employer's and Designated Agent'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), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of 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 12958, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow 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 the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

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notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSCEI), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verifications of alien employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
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 regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

E-Verify

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- 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 1-888-464-4218.
 - If an employee presents a DHS Form I-651 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 non-matches that are contacted by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) if the immigration and Nationality Act (INA) with respect to the hiring of any individual if a obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. 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 unfair immigration-related 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).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the case number containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU 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.
13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(j)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that 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.
14. The Employer agrees to cooperate with DHS and SSA in their compliance

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monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. 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) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors not enrolled at the time of contract award: 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 use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate 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.
 - b. Federal contractors already enrolled at the time of a contract award: 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 initiate 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 3 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate 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. Institutions of higher education, State, local and tribal governments and



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exceptions: 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 pursuant to 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 8, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.

5. Verification of all employees: 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 8, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
6. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-653) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed 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.

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- 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 the MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE DESIGNATED AGENT

- The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
- The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
- The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.
- The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
- The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
- The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
- The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

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 tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 70 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the



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photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 5 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS, 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. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-768 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or its Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V



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PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all 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. 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 a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, 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.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is 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 Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. 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 Designated Agent, the Employer, or their agents, officers, or employees.
- E. 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 therefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 4(f)(3)(d) of IRRA to any action taken or allegedly taken by the Designated Agent or the Employer.

Signature of [Name] (Print Name, Title, and Agency) Date: _____

E-Verify



Company ID Number: 10170
Client Company ID Number: 240504

- F. 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, 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).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the Designated Agent.

LexisNexis, a division of Reed Elsevier Inc (Employer) hereby designates and appoints NCYCLES (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out LexisNexis, a division of Reed Elsevier Inc (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify



Company ID Number: 8302
Client Company ID Number: 00

Approved by:

Employer Authorized Representative: James L. Smith Job Role: HR

Signature: [Signature] Date: 02/12/09

Delegated Agent ID: 00000000

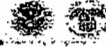
Client Number: _____
E-Verify Client ID: _____

Electronic Signature: _____
Date: _____

Department of Homeland Security - Verification Division

Signature: Rebecca K. Kern Date: 9/17/09
Title: Deputy Chief, E-Verify

Page 1 of 1 | E-Verify 2008-09-17 | www.dhs.gov/e-verify | 1-800-451-9414



Company ID Number: 10170
Client Company ID Number: 248604

**Information Required
For the E-Verify Designated Agent Program**

Information relating to your Company:

Company Name: LexisNexis, a division of Reed Elsevier Inc.

Company Facility Address: 8443 Springboro Pike

Miamisburg, OH 45342

County or Parish: MONTGOMERY

Employer Identification
Number: 521471842

North American Industry
Classification System
Code: 641

Parent Company:

Number of Employees: 10,000 and over

Page 11 of 15 - LexisNexis, a division of Reed Elsevier Inc. E-Verify Designated Agent Program Identification

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Certification Regarding Debarment, Suspension, Etc.

(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Erin Preston, Pricing Analyst

Name and Title of Authorized Representative

Erin Preston
Signature

11/9/12
Date



Boone County Purchasing



Melinda Bobbitt, CPPB
Director

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

January 7, 2013

LexisNexis, a division of Reed Elsevier Inc.
Attn: Nick Rehg
9443 Springboro Pike
Miamisburg, Ohio 45342

E-mail: Nick.Rehg@lexisnexis.com

RE: Interview and Clarification / Best & Final Offer #2 to 52-20NOV12 - On-line Computer Legal and General Research Services


Dear Mr. Rehg:

In accordance with section 5.1.2. of RFP number 52-20NOV12 - On-line Computer Legal and General Research Services, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with LexisNexis.

Following the demonstration, the County is contemplating a split award between West Publishing Corporation (Boone County Legal Department) and LexisNexis (Boone County Prosecuting Attorney). With this in mind, please submit pricing for the Prosecuting Attorney's Department per the attached Clarification / Best & Final Offer Form #2.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

You are requested to respond to this BAFO by 4:00 p.m. January 11, 2013 by e-mail to mbobbitt@boonecountymo.org. If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4391 or e-mail Mbobbitt@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

Melinda Bobbitt, CPPB
Director of Purchasing

cc: Evaluation Team / Proposal File

BOONE COUNTY - MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: 52-20NOV12 - On-line Computer Legal and General Research Services

CLARIFICATION / BEST AND FINAL OFFER FORM #2

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before 4:00 p.m. January 11, 2013 by e-mail to mhbobbitt@boonecountymio.org

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

1.1. Please submit pricing for web based access with the same services proposed in your original RFP for 13 attorneys. If there is an additional charge for support staff, please identify that charge. Clearly outline pricing per year for three years plus an additional two, one-year renewal periods.

In compliance with this BAFO request, 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 the RFP and this BAFO request and is authorized to contract on behalf of the firm.
Notes: This form must be signed. All signatures must be original and not photocopies.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

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

December 7, 2012

LexisNexis, a division of Reed Elsevier Inc.
Attn: Nick Rehg
9443 Springboro Pike
Miamisburg, Ohio 45342

E-mail: Nick.Rehg@lexisnexis.com

RE: Interview and Clarification / Best & Final Offer #1 to 52-20NOV12 – On-line Computer
Legal and General Research Services

Dear Mr. Rehg:

In accordance with section 5.1.2. of RFP number 52-20NOV12 – On-line Computer Legal and
General Research Services, this letter shall constitute an official request by the County of Boone
Missouri to enter into competitive negotiations with LexisNexis.

Your firm has been selected for interview.

Date: Thursday, January 3, 2013
Time: 10:00 a.m. – 11:00 a.m. central time
Location: Boone County Purchasing
Boone County Annex
613 E. Ash Street, Conference Room
Columbia, MO 65201

Presentation: Demonstration of your system.

In addition, the evaluation team would like for you to address the attached clarification questions
in writing and also during your interview. Questions will be asked by our evaluation team
throughout or at the end of your presentation/interview. We will have a laptop and projector
available with Internet access. Besides myself, there will be up to five evaluation team members
present.

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

As a result of this request for Clarification / Best and Final Offer #1, you may now modify the
pricing of your proposal and/or may change, add information, and/or modify any part of your

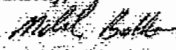
proposal. Please understand that your response to this BAFO request may be your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to respond to this BAFO by 4:00 p.m. January 2, 2013 by U.S. mail or e-mail to mbohbitt@boonecountymo.org. I will distribute your written response to the evaluation team for their review prior to your presentation.

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

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

Sincerely,


Melinda Bobbitt, CPPB
Director of Purchasing

cc: Evaluation Team
Proposal File

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

BOONE COUNTY - MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: 52-20NOV12 - On-line Computer Legal and
General Research Services

CLARIFICATION / BEST AND FINAL OFFER FORM #1

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before 4:00 p.m. January 2, 2013 by U.S. mail or E-mail.

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

1.1. Per paragraph 1.1. d. of the Request for Proposal, "All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it".

Your proposal response included a confidentiality statement. To be considered a responsive proposal response, please acknowledge that you understand that your proposal response will become part of public record at time of contract execution or when all proposal responses have been rejected. If this is not acceptable, please advise if you wish for your proposal responses to be returned at your expense or destroyed at the County. If returned or destroyed, your response will not be considered for award, and the following questions do not need to be answered.

If you acknowledge and accept that your proposal response will become part of public record, please provide a response to the following questions.

1.2. Paragraph 5.1.6. of our RFP requires Offeror's proposed pricing to be firm for 90 days. This allows the County sufficient time to evaluate the proposal responses.

Your proposal response states your pricing is firm through December 24, 2012.

The County's evaluation may not be complete by that date. We anticipate contracts to be issued by January 30, 2013. Is your proposed pricing firm through January 30, 2013?

1.3. By law, the County has to provide legal resources to our inmates. If an inmate has a request, the Sheriff Department, an employee of the County, pulls the specific legal document requested and provides a photocopy to the inmate. The inmate does not have access to the system.

Your response on page 14 of the *Response/Pricing Page* indicates that the Boone County Jail is not included. The County requests that the assigned County staff person at the Boone County jail be considered one of the "staff" that you reference on page 14: "This proposal assumes 14 attorney users. Support staff - such as paralegals, interns, legal secretaries, and other administrative staff - receives access at no additional charge."

1.4. Page 20 of your proposal response states "On-site trainers will tailor their sessions to the specific needs of the County including Alabama specific case law."

Do you mean Missouri specific case law?

1.5. What substitutes for Missouri Practice and what substitutes for Keycite System?

1.6. Your proposal response states that the County must purchase *Lexis for Microsoft* for \$204/user/year. For our Users accessing from home, are they losing that functionality?

1.7. Page 29 of your proposal response states "In order to provide predictable pricing, LexisNexis normally blocks access to database searching in sources that are outside an agency's flat-rate subscription".

When a User goes outside of plan, will it be blocked? Will the User be notified that County is going outside of plan?

1.8. Your proposed pricing does not appear to be firm for a year as the sample agreement that was included states either party may terminate the agreement 10 days after receipt of written notice of termination. LexisNexis can also change pricing with a 30 day notice.

The County requires that your proposed pricing for the four years remain firm for those four years. Please acknowledge.

In compliance with this BAFO request, 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 the RFP and this BAFO request and is authorized to contract on behalf of the firm. Note: This form must be signed. All signatures must be original and not photocopies.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
ON-LINE COMPUTER LEGAL AND GENERAL RESEARCH SERVICES**

RFP 52-20NOV12

Release Date: October 18, 2012

**Submittal Deadline:
November 20, 2012
not later than 11:00 a.m. Central Time
Location: Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201**

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

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

52-20NOV12

1

10/18/12



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 52-20NOV12 – On-Line Computer Legal and General Research Services

Scaled proposals will be accepted until 11:00 a.m. on Tuesday, November 20, 2012 in the Boone County Purchasing Office, Room 110, 613 E. Ash Street, Columbia, MO 65201.

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

Melinda Bobbitt, CPPB
Director of Purchasing

Insertion: Tuesday, October 23, 2012
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 11:00 A.M., Central Time, on Tuesday, November 20, 2012 to:

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

- b) The County will not accept any proposals received after 11:00 A.M. and will return such late proposals to the Offeror.
- c) **Proposal Opening:** Proposals will be opened shortly after 11:00 a.m. on November 20, 2012 in the Purchasing Department, 613 E. Ash Street, Room 110, Columbia, Missouri 65201.
- d) Offerors must submit one (1) original, and six (6) copies of the proposal (total of seven). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- e) 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."
- f) 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.
- g) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at www.showmeboone.com; then select "Purchasing", then "Current Bid Opportunities".



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for 52-20NOV12 – On-Line Computer Legal and General Research Services as set forth herein.
- 2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Contract Terms and Conditions for Awarded Contractor
 - 5) Proposal Submission Information
 - 6) Response/Pricing Page
 - 7) Work Authorization Certification
 - 8) Debarment Certification
 - 9) Standard Terms and Conditions
 - 10) Prior Experience
 - 11) "No Bid" Response Form

2.2. Guideline for Written Questions:

- 2.2.1 All questions regarding this Request for Proposal should be submitted in writing no later than 1:00 p.m., November 15, 2012. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.shirvineboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:
- a. Melinda Bobbitt, CPPB
Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org
- 2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.



3. SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as *the County*, hereby solicits formal written proposals from qualified Offerors for the provision of on-line computer legal and general research services for the Prosecuting Attorney's office and the office of the County Attorney.

3.2. Background Information:

- 3.2.1. The County is currently utilizing Westlaw and subscribes to Primary Law, Missouri Practice, All Analytical Library and the Missouri Criminal Analytical Library. 99% of our usage is in two libraries: All Primary Law and Missouri Practice.
- 3.2.3. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>
- 3.2.4. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.3. Scope of Services:

- 3.3.1. The on-line services shall be accessible from designated workstations located in the Prosecuting Attorney offices in the Boone County Courthouse, 701 E. Walnut, Columbia, Missouri and the County Attorney, 801 E. Walnut, Columbia, Missouri.
- 3.3.2. The services to be provided should include access to computer assisted research in federal and state case law, statutes and regulations, specialty libraries, legislative material, state and federal sources, such as agency opinions and guidance, law review articles, legal treatises and other secondary sources, including but not limited to Missouri Jury Verdict Search and Missouri Public Employee Relation Board, news sources and public records.
- 3.3.3. The County currently requires access for approximately fourteen (14) users (13 in the Prosecuting Attorney's office and one in County Legal Office). The total number of users is subject to fluctuation, but a base number of 14 users should be assumed for preparing the proposal response. If there is a charge for support staff, please identify that charge.
- 3.3.4. The County is willing to entertain alternative pricing proposals, including access to a less extensive menu of options, as well as the inclusion of additional related services such as additional print materials and/or Continuing Legal Education Programs. Clearly break out your proposal pricing by the groups and pricing offered so the County can award based on the groups/modules that best meet the needs of the County.

3.3.5. Proposal responses should include a flat monthly fee for the provision of the services, as well as transactional rates for services that would be available outside of the flat rate plan, if any. In any event, all proposals are required to provide a list of all accessible materials, as well as descriptions of the material where appropriate. It should be noted that some of the considerations in the selection of the successful Contractor are price, ease of use, the extent and type of libraries to be provided, extent and type of printed materials offered and any additional related services to be provided.

3.3.6. Offerors must submit a flat rate for up to fourteen (14) attorney passwords and four (4) support staff for all database services and contents. In addition, Offeror(s) should include an individual flat rate for addition passwords for all database services and contents proposed.

3.3.7. In the event that an Offeror proposes a less costly package, which includes limitations on access to certain databases, such as news and/or public records, the County requests that a minimum of six (6) individuals, as designated by the County, be provided, at no additional cost, with the full range of access afforded under the more extensive option. In addition, if available, please provide separate pricing relating to services for automatic electronic tracking, updating and notification, on an as needed basis, of legislation and current court cases.

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

3.5. Billing and Payment: All invoices must be submitted to the using office:

Boone County Prosecuting Attorney
705 E. Walnut Street
Columbia, MO 65201

Boone County Legal
Attn: C.J. Dykehouse
801 E. Walnut Street, Room 211
Columbia, MO 65201

Payment will be made within 30 days after receipt of a correct and valid monthly statement.



4.0. CONTRACT TERMS AND CONDITIONS FOR AWARDED CONTRACTOR

4.1. **Contract Period:** The County intends to award a contract with a term commencing January 1, 2013 through December 31, 2015. Under applicable law, the contract shall be subject to annual appropriation. This contract shall include two (2) additional one (1) year options, exercisable in the sole discretion of the County, whereby the term of the contract may be extended an additional year at the end of each term at the price as set forth in the proposal response. Therefore, please include in your proposal response an appropriate price for the same service for the option years of January 1, 2016 through December 31, 2016 and January 1, 2017 through December 31, 2017. It is understood that any agreement entered into will be for a three (3) year period, with no guarantee that the option(s) shall be exercised.

4.2. **Contract Documents:** The successful Offeror shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.

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

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

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

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

4.3.4. Boone County reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor MUST notify the County.

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

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

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

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

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

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

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

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

4.12. The County reserves the right to award to one or multiple respondents. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service and/or product from other suppliers.



5. PROPOSAL SUBMISSION INFORMATION

5.1. RESPONSE TO PROPOSAL

5.1.1. Submission of Proposals:

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

a. The Offeror shall submit the proposal to:

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

b. The proposal responses must be delivered no later than 11:00 a.m. on November 20, 2012. Proposals will not be accepted after this date and time.

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

a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.

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

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

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

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

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

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

5.1.3. Evaluation and Award Process:

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

- a. Method of Performance: Quality of the proposal, responsiveness to the RFP requirements; type and quality of legal research services and materials to be provided; type and quality of any related services
- b. Experience/Expertise of Offeror
- c. Cost: The rates to be charged for the services provided herein.

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

5.1.4. Evaluation:

5.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information,

which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

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

5.1.5. Rejection / Withdrawal of Proposals Response:

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

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

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

5.1.6. Validity of Proposal Response:

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

5.1.7. Bidding Indemnification

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

5.1.8. Proposal Response Expense

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



6. Response/Pricing Page

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

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

Pricing – Please complete this Response Form and attach a more detailed listing outlining the on-line legal services packages with pricing. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

6.1. Pricing - attach cost proposal

6.1.1. List any deviations to the original specifications:

6.1.2. Is training provided? Yes No

If yes and there is a charge, provide cost per user: \$ _____ and explain how training is provided.
Or please note if there is no cost for training.

Training shall be provided to Boone County staff within _____ days of receipt of Purchase Order.

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

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

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

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

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

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

Note: To receive e-mail notification of bids, proposals, and addendums for this Request for Proposal, please register on-line at www.shovaneboone.com / Purchasing / Vendor Registration.

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=75bee2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bee2e261405110VgnVCM1000004718190aRCRD>

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

<http://www.uscis.gov/files/native/documents/save-niou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/USCIS/E-Verify/Customers%20Support/Employer%20MOU%20September%202009.pdf>

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

County of _____)
State of _____)SS.

My name is _____ I am an authorized agent of _____

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

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

Affiant Date

Printed Name

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

Notary Public

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

AFFIDAVIT

(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS

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

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

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):



"No Bid" Response Form

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

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

"NO BID RESPONSE FORM"

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

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

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

RFP: 52-20NOV12 – On-Line Computer Legal and General Research Services

Business Name: _____

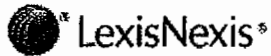
Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response:



Fixed Price Agreement for State/Local Government Pricing

You ("Customer") have requested a subscription from LexisNexis, ("LN" or "LexisNexis") to the LexisNexis® online research services (the "Online Services") listed below. In addition to the terms set forth below, access to the Online Services shall be subject to the terms and conditions set forth at www.lexisnexis.com/terms/government, which includes the General Terms & Conditions for Use of the Online Services and the applicable Price Schedule (the "Subscription Agreement"). The Subscription Agreement shall be incorporated by reference into this Agreement.

All use of LN Products and Services ordered herein must comply fully with this Agreement.

1 Commitment Term and Monthly Commitment. In exchange for access to the LN Products and Services set forth below, Customer will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below. The term of this Agreement shall begin on the first date set forth below and shall end on the last date set forth in the chart below (the "Commitment Term").

CUSTOMER

BY: _____
(AUTHORIZED CUSTOMER SIGNATURE)

NAME: _____

TITLE: _____

DATE: _____

This Agreement is subject to acceptance by LN. Acceptance by LN shall be evidenced by the granting of access to the LN Products and Services set forth herein.

[MUST BE COMPLETED BY CUSTOMER]

NUMBER OF JUDGES: _____ NUMBER OF ATTORNEYS: _____

NUMBER OF GOVERNMENT PROFESSIONALS: _____

Total number of above in Customer's agency as of signature date above. (see Section 5):

Reference Number Initials

Commitment Term				Monthly Commitment
Beginning	02/01/2013	To	01/31/2014	\$920
Beginning	02/01/2014	To	01/31/2015	\$920
Beginning	02/01/2015	To	01/31/2016	\$952
Beginning		To		\$
Beginning		To		\$
Beginning		To		\$

2 Preferred Services. Customer's subscription shall include the LN Products and Services indicated in the table below which shall be referred to collectively as the "Preferred Services":

PREFERRED SERVICES		
I. ONLINE SERVICES		
ONLINE SERVICES/MENU DESCRIPTION	SOURCE/MENU NO.	SHEPARDS
(a) All Law Reviews and Journals		Full
(b) National Primary	SBTN00	
(c) Missouri Bar CLE Titles		
(d) MO Jury Verdicts and Settlements		
(e) Public Records + SmartInx		
(f)		
(g)		
(h)		

See attached Rider No. 1 for additional Preferred Services

3 Charges, Renewal Terms, and Payment Terms.

3.1 In exchange for access to the Preferred Services, Customer will pay to LN the Monthly Commitments set forth in Section 1. The Monthly Commitments include all charges for use of the Preferred Services. The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions. In addition to the Monthly Commitments, Customer may elect to have access to and use of materials and features outside of the Preferred Services, by initialing below, or by notifying LN at a later date. If elected, Customer will also pay to LN charges for such use in accordance with the Price Schedule ("Alternate Access Charges").

Subscriber elects access to the Alternate Pricing Materials

(Initial)

3.2 Customer may not terminate this Agreement under Section 5.2 of the General Terms during the Commitment Term. This Agreement may be terminated by Customer after the third Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Agreement may also be terminated by Customer on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

3.3 Each Monthly Commitment and Alternate Access Charges are due and payable within 30 days from receipt of invoice. If a Monthly Commitment or Alternate Access Charges not the subject of a legitimate dispute should remain unpaid for more than 75 days after becoming due, then LN reserves the right to require each remaining unpaid Monthly Commitment for the Commitment Term to immediately be paid in full to LN. LN may temporarily suspend access to any or all of the LN Products and Services provided under this Agreement until all unpaid amounts are paid in full. Amounts which have not been paid within 30 days after the invoice date may thereafter, until paid, be subject to interest charges at a rate not to exceed that permitted under New York law, at the sole discretion of LN. Customer shall pay LN the then-current non-sufficient funds fee for all returned checks. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Customer more than 24 months after such amounts were first billed to Customer.

3.4 Included in Customer's *lexis.com*® subscription, Customer will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Customer's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Customer's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Customer will have access to the same content in Lexis Advance as it currently has access to under this Agreement, including Customer's access to materials outside its subscription (e.g., if Customer currently has access to out-of-plan usage, Customer will have access to content on a transactional basis in Lexis Advance). If Customer has access to out-of-plan content in Lexis Advance, Customer agrees to pay the then-current transactional charges for such content as such charges are available to Customer in the Lexis Advance user interface at the time the document is accessed. Although Customer will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Customer will be given the option to purchase these upgrades at its discretion.

4 AUTHORIZED USERS FOR ONLINE SERVICES. This Agreement relates only to the Customer's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized Users" shall have the meaning set forth in the General Terms & Conditions for Use of the Online Services.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)

5 CERTIFICATION. Customer certifies to the number of judges, attorneys and government professionals on page 1 of this Agreement ("Reference Number"). Throughout the Term, Customer will notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Customer will recertify to the Reference Number.

6 SUPPORT AND TRAINING

During the Term, Customer, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorized the periodic distribution of memos or other communications by LN and/or Customer to Authorized Users; and
- (d) The period review with LN of Customer's Authorized User's use of materials and training under this Agreement.

7 MISCELLANEOUS

7.1 LN makes certain terms and other information applicable to this Agreement available online on the World Wide Web at one or more sites identified by LN. Customer acknowledges that it has access to the World Wide Web.

7.2 To the extent any terms and conditions of this Section are in conflict with other applicable terms, such terms and conditions shall be resolved in the following order of precedence: this Agreement, then the applicable online terms referenced above.

7.3 The prices and other terms in this Agreement are subject to change if Customer has not submitted a signed original or copy on or before 01/30/13, which will be the closed offer date.

CUSTOMER INFORMATION (Please type or print)

- 1. Organization Name (Full Legal Name): OFFICE OF THE BOONE COUNTY PROSECUTING ATTORNEY
- 2. Physical Address: 705 E. WALNUT STREET
City: COLUMBIA State: MO Zip: 65201
- 3. County: _____ 4. Country: UNITED STATES
- 5. Telephone Number: 5738864100 6. Fax Number: 5738864148
- 7. Invoice Address (email and physical address): _____
- 8. Name of Contact, Telephone Number and Email Address for the following:
Installation: _____
Billing: _____
Policy/Legal Notification: _____
Scheduling/Training: _____
- 9. Parent Company (if applicable): _____
- 10. Type of Organization (Check/complete all that apply):
 Publicly Traded Company: Ticker Symbol: _____ Exchange: _____
 Private Corporation: Sole Proprietor Partnership/LLC
 Law Firm: No. of Attorneys: _____ Practicing Area of Law: _____
No. of Employees: _____ No. of years in business: _____ No. of years at address: _____
If less than 6 months at an address, provide previous address: _____
- 11. Business/Professional License No: _____ 12. Employer Identification Number: _____
- 13. Date Issued/Expiration Date: _____ 14. Issuing State: _____
- 15. Dun & Bradstreet No. or Martindale-Hubbell Rating: _____
- 16. Tax Exempt: Yes (attach Sales Tax Exemption Certificate) No
- 17. Organization Web Address: _____

Customer I.D. Information (Please type or print)

ID Holders' Names (additional sheet attached <input type="checkbox"/>)	ID Holders' Titles/Positions	Email Address	ID No. (LN to fill in)

BANKING INFORMATION (Please type or print):

1. Organization Name: _____
2. Automatic Payment Method - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.

Authorized Signature for Automatic _____	
<input type="checkbox"/> Select method of credit card payment VISA <input type="checkbox"/> AMEX	<input type="checkbox"/> MasterCard <input type="checkbox"/> ←-OR- <input type="checkbox"/> Automatic Debit to Checking Account (attach copy of voided check) →

Credit Card #: _____ - _____ - _____ - _____ Exp Date: _____

3. No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:

Bank Name & Address: _____

Bank #: _____ Account #: _____



This Lexis® for Microsoft® Office ("Lexis for Microsoft Office") Addendum ("Addendum") amends and supplements the terms of the Subscription Agreement (the "Subscription Agreement") and the Subscription Plan Amendment (the "Amendment"), previously executed between LexisNexis, a division of Reed Elsevier Inc. ("LN") and Office of the Boone County Prosecuting Attorney ("Subscriber").

1. Term.

The term of this Addendum (the "Addendum") will begin on the day this Addendum is executed by Subscriber and will continue until the last Commitment Period set forth below (the "Term"). Notwithstanding the foregoing, this Addendum shall automatically terminate upon expiration of the Amendment. Although the Term of this Addendum will start upon execution, Subscriber will not have access to Lexis for Microsoft Office until the following conditions (collectively, the "Requirements") are met: (a) Subscriber meets the Technical Requirements set forth in Section 2; and (b) Lexis for Microsoft Office is installed on Subscriber's system via one of the installation processes set forth in Section 5.

2. Technical Requirements.

Lexis for Microsoft Office is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft Outlook and Microsoft Word. In order to use Lexis for Microsoft Office, Subscriber must (a) have a paid-up license to use Microsoft® Office 2007 or Microsoft® Office 2010 from Microsoft Corporation; and (b) meet the system operating and other requirements displayed on the Lexis for Microsoft Office download site (www.lexisnexis.com/download-lexis-office) for the proper operation of the Software (collectively, the "Technical Requirements").

3. License.

LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis for Microsoft Office product indicated in Section 4 below subject to the terms of the Lexis for Microsoft Office End User License Agreement attached hereto as Exhibit A. LN retains all right, title, and interest in and to Lexis for Microsoft Office, and any intellectual property embodied therein. All access to and use of LN content via Lexis for Microsoft Office shall be subject to the terms set forth in the Subscription Agreement.

4. Lexis for Microsoft Office Platform, Menus, Monthly Software Charges, Functionality Charges.

4.1 In exchange for Subscriber's monthly payment to LN of the Lexis for Microsoft Office Monthly Software Charges amount set forth below, Subscriber will be provided with the Lexis for Microsoft Office features and content indicated below during the Commitment Period ("Your Subscribed Product"). Access to Lexis for Microsoft Office shall be limited to the number of Authorized Users set forth below.

LEXIS FOR MICROSOFT OFFICE		
(Check applicable product selection) <input type="checkbox"/> Lexis for Microsoft Office – Core: Menu: 1-10 Users ZZYWCA <input type="checkbox"/> Lexis for Microsoft Office – with Transactional Tools Menu: 1-10 Users ZZYWCA+PRC001+PRC002		
<input checked="" type="checkbox"/> Lexis for Microsoft Office – with Document Tools Menu: 11+ Users ZZYWCH <input type="checkbox"/> Lexis for Microsoft Office – with Transactional Tools and Document Tools Menu: 1-10 Users ZZYWCA+PRC001+PRC002		
"COMMITMENT PERIOD"	NUMBER OF AUTHORIZED USERS	"LEXIS FOR MICROSOFT OFFICE MONTHLY SOFTWARE CHARGE"
02/01/2013-01/31/2014	13	\$221
02/01/2014-01/31/2015	13	\$221
02/01/2015-01/31/2016	13	\$234
		\$
		\$

The menu set forth above is specific to the current version of Your Subscribed Product as of contract execution. When LN releases and Subscriber installs Lexis for Microsoft Office for Lexis Advance for Your Subscribed Product, (i) the Lexis for Microsoft Office Monthly Software Charges will remain the same, (ii) there will no longer be a specific menu for Lexis for Microsoft Office but the content will mirror Subscriber's subscription content (the "Content Package") and (iii) Subscriber will pay then current standard transactional rates for access to materials outside of the Content Package.

4.2 For purposes of this Addendum, the term "Authorized User" shall have the meaning set forth in the Subscription Agreement. LN will monitor the number of Authorized Users of Lexis for Microsoft Office. In the event that the average monthly users in any three month period exceeds the greater of 5 Authorized Users or 5% of the Authorized Users set forth above, LN may adjust the Lexis for Microsoft Office Commitment upon written notice to Subscriber effective as of the first day of the following month to reflect the current number of users. Additionally, Subscriber will certify in writing the then-current number of Authorized Users of Lexis for Microsoft Office at LN's request from time to time.

5. Installation.

In order to access Lexis for Microsoft Office, Lexis for Microsoft Office must be installed on Subscriber's system via one of the following installation methods: (Subscriber to check its election(s) below.)

- Standard Implementation –**
In a Standard Installation, LN does not perform any installation services and LN's proprietary technology which allows enrichment of Subscriber's content is not installed behind Subscriber's firewall. In a standard implementation installation, Subscriber will not receive any transfer of tangible personal property, nor will there be any electronic transfer or software to the Subscriber in an Individual Desktop Installation. All standard installations will be implemented through electronic retrieval by Subscriber of the software that is hosted by the LN website. Subscriber will download the software from the LN website at an individual desktop level by individual users or on a network level by an IT administrator. By electing this option, Subscriber acknowledges and agrees that the Microsoft Word documents and Microsoft Outlook emails ("Subscriber's Work") that it selects to be analyzed by Lexis for Microsoft Office will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber's Work will happen machine-to-machine, without human intervention (similar to a *lexis.com* search) and LN will not store, review, or retain Subscriber's Work beyond the time required for processing (i.e., LN will not store Subscriber's Work in any back up logs, server logs, etc.). There are no installation charges for this option and no separate integration services agreement.

In selecting this option, Subscriber must further define the method of deployment:

- Individual Desktop Installation - Lexis for Microsoft Office will be downloaded from the LN website on an individual desktop basis**
- Subscriber Network Installation - Lexis for Microsoft Office is downloaded from the LN website and Subscriber distributes the Software to multiple desktops or on an organization-wide basis**
- Installation for existing Lexis® Search Advantage Subscriber – If Subscriber currently subscribes to Lexis® Search Advantage, LN and Subscriber will execute a new Statement of Work to Subscriber's existing Lexis® Search Advantage Agreement to document the additional integration services that will be necessary to integrate Lexis for Microsoft Office and Lexis® Search Advantage within Subscriber's environment.**
- Custom Installation – In a custom installation, LN performs professional services work beyond providing instructions and general guidance for downloading Lexis for Microsoft Office. Professional services rendered by LN may include, but are not limited to, writing custom code to install Lexis for Microsoft Office within Subscriber's environment, installation services at Subscriber's site in order to download and install software on individual desktops and across the enterprise automatically, or specific effort to install the Lexis for Microsoft Office server version within the client environment. The custom installation may include electronic transmissions of computer software and electronic data retrieval of computer software. Custom installations may also include "load and leave" deliveries in which LN visits Subscriber's site, installs the software, then takes the physical medium away when finished. The nature of the services to be provided to Subscriber, the charges for the custom installation services, and the terms regarding the**

services will be documented in a Statement of Work issued against a separate Master Integration Services Agreement to be executed by the parties. A custom installation will not include the transfer of tangible personal property or transfer of title to the Software.

6. Miscellaneous.

6.1 In the event of any conflict between the terms of this Addendum and the attached Exhibit A, the terms of this Addendum shall control.

6.2 Except as expressly modified by this Addendum, all other terms and conditions of the Subscription Agreement and the Amendment will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Subscription Agreement, the Amendment or this Addendum, this Addendum will control. The Subscription Agreement, the Amendment and this Addendum represent the entire agreement between the parties with respect to Lexis for Microsoft Office. All prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or in writing, concerning Lexis for Microsoft Office are superseded in their entirety by this Addendum.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by LN providing Subscriber access to Lexis for Microsoft Office.

AGREED TO AND ACCEPTED BY:

SUBSCRIBER
 BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

LexisNexis, a division of Reed Elsevier Inc.
 BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

Subscriber Implementation Information	
IT Administrator Name:	
IT Administrator Address:	
IT Administrator Phone Number:	
IT Administrator Email Address:	
Location of Primary Data Center(s)	
Subscriber User Locations (City, State)	Percentage of Users (%)

EXHIBIT A

LEXIS® FOR MICROSOFT® OFFICE END USER LICENSE AGREEMENT

1. SUBSCRIPTION LICENSE GRANT.

a. Subject to the terms and conditions of this Lexis® for Microsoft® Office End User License Agreement (this "EULA"), LexisNexis, a division of Reed Elsevier Inc. ("LN") grants you a personal, limited, nonexclusive, non-transferable license to access and use the Lexis® for Microsoft® Office software product (the "Software") set forth in the agreement between you and LN for access to the Software (the "Addendum"). Use of the Software is subject to the terms set forth in the Addendum including the number of Authorized Users and time period ("Term") set forth in the Addendum.

b. Restrictions and Prohibitions on Use. Except as expressly permitted by Section 1(a), or upon the express prior written consent of LN, you may not, nor permit others to: (1) copy, print, republish, display, transmit, distribute, sublicense, sell, rent, lease, loan, or otherwise make available in any form or by any means (including electronic media now existing or hereafter developed), all or any substantial portion of the Software; (2) provide anyone other than your Authorized Users access to the Software or any portions thereof; (3) use the Software to develop, or as a component of, an information storage or retrieval system, database, info-base, or similar information resource (in any media now existing or hereafter developed), including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (4) create compilations or derivative works of the Software; (5) make any portion of the Software available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future; (6) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Software; (7) remove, disable, or defeat any functionality of the Software; or (8) upload content in the Software (through the Notes feature or otherwise) that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Software that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

c. Electronic Documents. Solely with respect to the electronic documents included with the Software (e.g., the electronic version of the user guide), you may only make as many copies as reasonably necessary for each Authorized User (either in hard copy or electronic form), provided that such copies shall be used only for your sole use and are not republished or distributed to any third party.

d. Third Party Materials. The use of some third-party materials included in the Software may be subject to other terms and conditions typically found in a separate software agreement or "Read Me" file located in or near such materials.

2. COPYRIGHT. LN and its third party licensors and developers hold exclusive ownership of the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets incorporated in the Software's design and coding methodology. The Software is protected by United States and international copyright laws and international treaty provisions. This EULA does not grant you any ownership or intellectual property rights in the Software. Upon expiration of the Term, you will not have the right to continue using the Software and will promptly remove all copies of the Software from your systems.

3. REVERSE ENGINEERING. You agree that you will not, nor will you permit others to attempt to: (i) modify or translate the Software; (ii) decompile or disassemble the Software, (iii) create derivative works based on the Software; (iv) merge the Software with or into another product not approved for use by LN (excluding Microsoft Office); or (v) copy the Software except as expressly permitted by this EULA.

4. SOFTWARE SUPPORT.

4.1 As part of your subscription to the Software, LN will provide the following support and maintenance for the Software during the Term ("Support Services"):

(a) Product Support. LN will provide telephonic product support services for the Software 24x7x365 days.

(b) Software Problem Resolution. If you report to LN that the Software does not function according to the user-level documentation for the Software ("Software Problem") and otherwise comply with Section 5 YOUR RESPONSIBILITIES, LN will investigate the Software Problem within a reasonable time after receiving proper notice from you, and sufficient information to identify the problem. LN will work to correct the Software Problem(s) that can be verified based on the information provided by you utilizing a system that meets the system requirements for the Software. If the investigation confirms the existence of a Software Problem, LN will use reasonable efforts to correct the Software Problem which may include implementing a temporary work-around. If LN, in good faith, determines that the Software Problem results from an error in the applicable user-level documentation, LN may correct the Software Problem by correcting that documentation.

(c) Software Updates and Upgrades. LN has multiple different offerings of the Lexis for Microsoft software product (Lexis for Microsoft - Core, Transactional Tools, Document Tools, etc.). The license granted herein is only to the Lexis for Microsoft

Software product offering you have selected in the Addendum (for purposes of this Section 4.1(c) "Your Subscribed Product") and to the Updates and Upgrades released by LN to Your Subscribed Product. This license does not entitle you to have access or use of any other Lexis for Microsoft software product. In order to ensure the proper operation of Your Subscribed Product in accordance with its written documentation, LN will provide you with patches, bug fixes, corrections and minor enhancements ("Updates") during the Term. Updates will be provided free of charge as they become commercially available from LN. Your failure to promptly install Updates may result in the voiding of LN's warranty set forth in Section 6. LN will also provide you with feature or functionality enhancements to Your Subscribed Product (an "Upgrade") free of charge as such Upgrades become commercially available from LN. LN's distribution of Upgrades and/or Updates to you does not entitle you to use more copies of Your Subscribed Product than the number of Authorized Users for which you have a valid subscription. This license, including the release of any Update or Upgrade to Your Subscriber Product, does not entitle you to have access to or use of any other Lexis for Microsoft software product. If you wish to subscribe to any other Lexis for Microsoft software product, you must execute an Addendum with LN which contains the appropriate terms of use and charges for the applicable Lexis for Microsoft software product. Your use of an Upgrade or Update is licensed in accordance with the terms and conditions of this EULA.

4.2 LN is not obligated to provide Support Services for any Software (a) that has been provided to you free of charge, (b) that has been altered other than by LN or at LN's direction, or (c) that is more than two versions out of date.

4.3 LN retains the right to change or modify the Support Services offered herein at any time and from time to time upon thirty (30) days' written notice to you. In the event any such changes materially and adversely affect the Support Services, you may terminate the Addendum and this EULA upon 10 days' written notice to LN.

5. YOUR RESPONSIBILITIES.

5.1 The Support Services do not include, and you must provide at your expense unless otherwise expressly agreed by you and LN in writing: (a) installation, testing, and operation of the Software and all Upgrade and/or Updates; (b) isolation and documentation of Software Problems; (c) intranet resources, backup and restoration of your systems; and (d) modems and Internet access for LN's remote access and diagnosis of Software Problems, when necessary.

5.2 LN is not responsible for products provided to you by third parties, whether or not LN recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet you requirements will not affect either party's obligations under this EULA.

6. LIMITED WARRANTY.

During the Term, LN warrants that the Software will operate substantially in accordance with the documentation provided, unless performance problems are the result of hardware failure, improper use, or modification by you or your agents or contractors or due to your failure to install all Updates. If the Software does not so operate, your exclusive remedy and LN's sole obligation under this warranty shall be, in LN's sole discretion, either to replace the Software, to provide you with a bug fix or patch, or to refund the purchase price paid for the current version of the Software. LN further warrants that Software Support will be performed in a professional manner, consistent with industry standards. EXCEPT AS SET FORTH ABOVE, LN DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE, UPGRADE OR UPDATE WILL MEET ANY PARTICULAR REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SOFTWARE, UPGRADE OR UPDATE (INCLUDING SOFTWARE WHICH LN CREATES OR MODIFIES FOR YOU) WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE, UPGRADE OR UPDATE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM, SYSTEM OR APPLICATION. PORTIONS OF THE SOFTWARE HAVE BEEN DEVELOPED BY MICROSOFT CORPORATION AND SUCH PORTIONS ARE PROVIDED "AS IS." ADDITIONALLY, IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. ALL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN APPLY TO LN'S SOFTWARE DEVELOPERS, SUBCONTRACTORS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND LN ARE COLLECTIVELY RESPONSIBLE.

7. FEES AND PAYMENT FOR SUBSCRIPTION.

7.1 Applicable fees and charges for the Software and the support services are set forth in your Lexis for Microsoft Office Addendum. Unless otherwise stated, the fees for the subscription do not include any taxes, such as sales, use, or excise taxes.

7.2 In the event LN sends you an invoice for the subscription, you shall pay LN the net amount of each invoice in United States dollars within 30 days after the date of the invoice. If you fail to pay any invoiced amount when due, LN may charge you interest on the unpaid balance from the date of the invoice until the date paid at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower. In the event you pay the fee for the subscription by credit card, LN will send you a receipt confirming the amount paid and date of expiration of the Term.

8. TERMINATION.

Upon termination of the Addendum, you will promptly cease all use of the Software and will return all copies of the Software and documentation to LN or, at the option of LN, certify to LN in writing, signed by an executive officer, that all copies of the Software and documentation have been destroyed. Termination of the Addendum will not be an exclusive remedy and all other remedies will be available to either party whether or not the Addendum is terminated. LN may terminate this EULA upon 90 days' notice to you in the event LN no longer provides Support Services for the Software. In the event of termination, LN will refund any prepaid but unused fees to you on a pro-rata basis.

9. LIMITATIONS OF LIABILITY.

NOTWITHSTANDING THE TERMS CONTAINED IN THIS EULA, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL LN, ITS PARENT, AFFILIATES, OR ANY OF ITS SOFTWARE DEVELOPERS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF LN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER LOCAL LAW, CERTAIN LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE. IN NO EVENT SHALL LN'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE SUBSCRIPTION PAID BY YOU FOR THE PRECEDING TERM.

10. UNITED STATES GOVERNMENT USE. The Software is Commercial Computer Software provided with RESTRICTED RIGHTS under the Federal Acquisition Regulations and agency supplements to them. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in System Data and Computer Software clause at DFAR 252.227-7013 et. seq. or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at DFAR 52.227-19, as applicable.

11. EXPORT RESTRICTIONS. You agree that you will not permit use of or export, directly or indirectly, re-export, divert or transfer the Software in violation of any applicable export control law or regulation, including without limitation, the U.S. Export Administration Regulations ("Export Controls").

12. MISCELLANEOUS.

12.1 LN (or its licensor, if applicable) retains sole title to and ownership of the Software and all components, all related information furnished to you under this EULA, and all related copyrights, trade secrets, and other intellectual property.

12.2 LN furnishes products and services to you under this EULA on a non-exclusive basis. LN may directly or indirectly furnish the same or similar products and services to other parties doing business within or outside the vertical, horizontal, or geographic markets in which you do business.

12.3 All notices required or permitted under this EULA shall be in writing and shall be delivered by any method providing sufficient proof of delivery, except that any notice other than a notice of default or notice of termination may be delivered by facsimile transmission if the original document is also promptly delivered to the recipient. Any notice shall be deemed to have been given on the date of receipt. Notices to LN shall be sent to the address listed above with a copy to LN, Attention: Customer Legal Services, 9443 Springboro Pike, Miamisburg, OH 45342. Notices to you shall be sent to the address LN has on record.

12.4 Each party shall submit requests for approvals, consents, and waivers to the other party in writing in a timely manner. No approval, consent, or waiver under this EULA shall be enforceable unless set forth in a writing signed by an authorized representative of the granting party. A waiver of a default of any term of this EULA shall not be construed as a waiver of any succeeding default of that term or as a waiver of the term itself. A party's performance after the other party's default shall not be construed as a waiver of that default. No approval, consent, or waiver shall be deemed to have been given by implication and neither party shall be liable for delays in responding to, failures to respond to, or denials of those requests.

12.5 Each term of this EULA is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is unenforceable under applicable law, that determination shall not affect the enforceability of the other terms of this EULA.

12.6 This EULA, together with the Lexis for Microsoft Office Addendum, constitutes the complete agreement between the parties concerning this subject, and supersedes all earlier oral and written communications between the parties with respect to this subject. In the event that you are required to accept any "click-through" license terms at the time of download of the Software or otherwise, the terms of such click-through shall control over any conflicting terms set forth in this EULA.

12.7 Neither party shall assign its rights or delegate its duties under this EULA without the prior written consent of the other party, except that LN may assign this EULA to an affiliate or to its successor by merger or to the transferee of substantially all of its stock or assets. Any assignee or delegatee shall be subject to the same obligations, restrictions, and limitations to which the assignor or delegator is subject, and no assignor or delegator shall be released from liability under this EULA by reason of any such assignment or delegation. This EULA shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.



LexisNexis, a division of Reed Elsevier Inc. ("LN") and ("Subscriber") agree to amend the Subscription Agreement (the "Agreement") between LN and Subscriber by adding to the Agreement the following terms and conditions (the "Amendment").

APPROPRIATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

SUBSCRIBER
BY: _____
NAME: _____
TITLE: _____
DATE: _____

LexisNexis, a division of Reed Elsevier Inc.
BY: _____
NAME: _____
TITLE: _____
DATE: _____

97-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of February 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri WSCA/NASPO Cooperative Contract #B27164-MO - Computer Equipment, Peripherals, & Related Services with Hewlett Packard Company.

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

Done this 28th day of February, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: February 15, 2013
RE: State of MO WSCA/NASPO Cooperative Contract# B27164-MO –
Computer Equipment, Peripherals, & Related Services

The IT Dept. and the Purchasing Office request permission to utilize the State of MO WSCA/NASPO Cooperative Contract# B27164-MO – Computer Equipment, Peripherals, & Related Services with Hewlett Packard Company.

This is a Term and Supply contract available to all departments through August 31, 2014.

cc: Contract File
Aron Gish, Director, IT
Steve Smith, Technology Services, Circuit Court

**PURCHASE AGREEMENT FOR
COMPUTER EQUIPMENT, PERIPHERALS AND RELATED SERVICES
TERM AND SUPPLY**

THIS AGREEMENT dated the 28th day of February 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Hewlett-Packard Company** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Computer Equipment, Peripherals and Related Services** in compliance with **Western States Contracting Alliance / National Association of State Procurement Officials (WSCA/NASPO) Contract B27164, WSCA Master Price Agreement (MPA) B27164 ("WSCA MPA"), MO-WSCA Participating Addendum B27164-MO ("WSCA PA")** and Boone County Missouri Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of any conflict between this Purchase Agreement, the Boone County, Missouri Standard Terms and Conditions, WSCA MPA, the State of Missouri WSCA PA, and the Contractor's quote response the order of precedence shall be as follows:

1. Purchase Agreement;
2. State of Missouri WSCA PA;
3. WSCA MPA;
4. Contractor's quote response; and
5. Boone County, Missouri Standard Terms and Conditions

2. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with computing system Products and Services in accordance with the terms of the WSCA MPA and the WSCA PA.

3. Contract Duration - This agreement shall commence on **date written above and extend through August 31, 2014** subject to the provisions for termination specified below.

4. Billing and Payment - All billing shall be invoiced to the appropriate Office / Department and billings may only include the prices listed within. No fees or charges other than what was included in the quote may be charged, unless agreed upon differently by the parties. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s.)

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 either party advance written notice for any of the following reasons or under any of the following circumstances:

- a. If either party materially breaches any term or condition of this Agreement, and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
- b. If appropriations are not made available and budgeted for any calendar year.
- c. With the exception of either party becoming insolvent or subject to bankruptcy or receivership as noted above in this section, the termination of this Agreement will not affect payments due or fulfillment and payment of orders accepted prior to the effective date of termination.

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

HEWLETT-PACKARD COMPANY

By: *Mark R. Klaus*

Title: *SLED Contracts Negotiator*

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk *my*

AUDITOR CERTIFICATION

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

June E. Pitchford
Signature *by cgy*

7/15/13
Date

Term & Supply
No Excessance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. 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.
10. Risk of loss, title, and acceptance of products and services is subject to County approval. The County will make every effort to notify the Contractor within thirty (30) calendar days following delivery non-acceptance of a Product or Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services, except for Software which is not pre-loaded on equipment which is accepted upon delivery.
11. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
12. ~~The County, from time to time, uses federal grant funds for the procurement of goods and services.~~ Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

97-2013

13. In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.



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WESTERN STATES CONTRACTING ALLIANCE MASTER PRICE AGREEMENT

for

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED
SERVICES

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2009-2014 (WSCA/NASPO III) Hewlett Packard Company Number B27164

This Agreement is made and entered into by **Hewlett Packard Company, 11445 Compaq Center Drive W, Houston, TX, 77070 ("Contractor")** and the Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Participating States and Participating Entities.

CONTRACTOR CONTACT

Hewlett Packard Company
442 Swan Blvd.
Deerfield, IL 60015
Attn: Debra Lee, WSCA/NASPO Contract Prog. Mgr.
Email: debra.lee@hp.com
Phone: 847-537-0344
Fax: 281-927-5213

CURRENT CONTRACT TERM

Agreement Term

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota or on **9/1/2009 through 8/31/2014**.

HP Website: www.hp.com/buy/wscaiii

B27164 Master Price Agreement (with all amendments)

B27164 - HP Model Participating Addendum

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Information found on this website can be made available in alternative formats, such as large print, Braille, or on tape, by calling 651.296.2600. Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529. The State of Minnesota is an Equal Opportunity Employer.

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WESTERN STATES CONTRACTING ALLIANCE
MASTER PRICE AGREEMENT
for
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

Number B27164

This Agreement is made and entered into by Hewlett Packard Company, Hewlett-Packard Company, 11445 Compaq Center Drive W, Houston, TX 77070 ("Contractor" or "HP") and the State of Minnesota, Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Purchasing Entities.

RECITALS

WHEREAS, the State has the need to purchase and the Contractor desire to sell; and,

WHEREAS, the State has the authority to offer contracts to CPV members of the State of Minnesota and to other states.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

INTENT AND PURPOSE

The intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide, warrant, and offer maintenance services on **ALL** Products proposed in their response to the RFP issued by the State of Minnesota. Delivery, support, warranty, and maintenance may be provided by the Contractor using subcontractors. The Contractor agrees to take legal responsibility for the warranty and maintenance of all Products furnished under this Agreement. The Contractor is responsible for the timeliness and quality of all Services provided by individual subcontractors. Subcontractor participation will be governed by individual Participating Entities, who have the sole discretion to determine if they will accept Services from a subcontractor.

Individual Purchasing Entities may enter in to lease agreements for the Products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process, and if the Contractor submitted copies of its lease agreements with its response to the RFP. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. The agreements are located in Exhibit C, Value-Added Services.

The Agreement is **NOT** for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) should not exceed \$300,000 each. Desktop per unit/configuration costs should not exceed \$100,000. Printers of all types and monitors per unit/configuration costs should not exceed \$50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed \$25,000 each, or \$50,000. Contractors must be willing to comply with these restrictions by agreeing to supply Products in those price ranges only. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States and Participating Entities may set specific limits in a participating addendum above these limits, with the prior approval of the WSCA Directors; or may set specific limits in a participating addendum below these limits.

Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the Agreement.

1. Definitions

“Announced Promotional Price” are prices offered nationally to specific categories of customers (Consumer, Business or government) for defined time periods under predefined terms and conditions.

“Consumables” those items that are required for the operation of the Equipment offered or supplied which are consumed over time with the purchaser’s use of the equipment are included – printer cartridges, batteries, projector bulbs, etc. Consumables such as magnetic media, paper and generally available office supplies are excluded.

“Configuration” in most instances in this document means a total system configuration. This may include more than one model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work.

“Contract” means a binding agreement for the procurement of items of tangible personal property or Services. Contract and Master Price Agreement are used interchangeably in this document.

“Contractor” means the successful Responder who enters into a binding Master Price Agreement. The Contractor is responsible for all sales, support, warranty, and maintenance services for the Products included in this Agreement. The Contractor must manufacture or take direct, non-assignable, legal responsibility for the manufacture of the equipment and warranty thereof. For the purposes of this Contract, the term Contractor and Contract Vendor are synonymous.

“CPV Member” is any governmental unit having independent policy making and appropriating authority, that is a member of Minnesota’s Cooperative Purchasing Venture (CPV) program.

“CPV Program.” The Cooperative Purchasing Venture (CPV) program, as established by Minn. Stat. § 16C.03, subd. 10, authorizes the commissioner of

Administration to "enter into a cooperative purchasing agreement for the provision of goods, services, and utilities with [governmental entities] ..., as described in section 471.59, subdivision 1." Based on this authority, the commissioner of Administration, through the Materials Management Division (MMD), enters into a joint powers agreement that designates MMD as the authorized purchasing agent for the governmental entity. It is not legal for governmental entities that are not members of the CPV program to purchase from a State contract. Vendors are free to respond to other solicitations with the same prices they offer under a contract, but that is not considered use of the "State contract price."

"Cumulative Volume Discount" refers to the increased discounts by Product group or Band under the HP Product and Service Schedule (PSS) which may be offered by HP based on HP's evaluation of its pricing policies and structures on a periodic six month basis. If Cumulative Volume Discounts are recommended by HP, HP's written request for the increased discount is submitted to the WSCA/NASPO Contract Administrator for approval. The increased Cumulative Volume Discount is effective for orders after the later date of receipt of approval from the WSCA/NASPO Contract Administrator or the effective date specified in the HP written request for approval.

"Documentation" refers to manuals, handbooks, and other publications listed in the PSS, or supplied with Products listed in the PSS, or supplied in connection with Services. Documentation may be provided on magnetic media or may be downloaded from the Contractor's web site.

"E-Rate" is a program sponsored by the Federal Communications Commission whereby educational and other qualifying institutions may purchase authorized technology at reduced prices.

"Educational Discount Price" means the price offered in a nationally announced promotion, which is limited to educational customers only.

"Equipment" means workstations, desktop, laptop (includes Tablet PC's), handheld (PDA) devices, projectors, servers, printers, monitors, computing hardware, including upgrade components such as memory, storage drives, and spare parts. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in this RFP or subsequent contracts. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item.

"FCC" means the Federal Communications Commission or successor federal agency. In the event of deregulation, this term applies to one or more state regulatory agencies or other governing bodies charged to perform the same, or similar, role.

"General Price Reduction Price" means the manufacturer's suggested retail price (MSRP) offered to consumer, business or governmental purchasers at prices lower than PSS pricing. General price reduction prices will be reflected in the PSS as soon as practical.

"Lead State" means the State conducting this cooperative solicitation and centrally administering any resulting Master Price Agreement(s). For this Master

Price Agreement, the Lead State is Minnesota.

“Mandatory” The terms “must” and “shall” identify a mandatory item or factor.

“Manufacturer” means a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment including workstations, desktop computers, laptop (includes Tablet PC's) computers, handheld (PDA) devices, servers, printers, and storage solutions/auxiliary storage devices. The manufacturer must provide direct un-infringed unlimited OEM warranties on the Products. The manufacturer's name(s) shall appear on the computer equipment. The Contractor(s) shall provide the warranty service and maintenance for Equipment on a Master Price Agreement as well as a Takeback Program.

“Master Price Agreement” means the contract that MMD will approve that contains the foundation terms and conditions for the acquisition of the Contractor's Products and/or Services by Purchasing Entities. The “Master Price Agreement” is a permissive price agreement. In order for a Purchase Entity to participate in a Master Price Agreement, the appropriate state procurement official or other designated procurement official must be a Participating State or Participating Entity.

“Materials Management Division” or “MMD” means the procurement official for the State of Minnesota or a designated representative.

“NASPO” means the National Association of State Procurement Officials

“Participating Addendum” or “Participating Addenda” means a bilateral agreement executed by the Contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision and other specific language or other requirements. Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the master price agreement. Additional terms and conditions, including but not limited to payment terms, may be added via the Participating Addendum. However, a Participating Addendum may not alter the scope of this Agreement or any other Participating Addendum. ***Unless otherwise specified, the Participating Addendum shall renew consecutively with the Master Price Agreement.*** One digitally formatted, executed copy of the Participating Addendum must be submitted to the WSCANASPO Contract Administrator PRIOR to any orders being processed.

“Participating State” or “Participating Entity” means a member of NASPO (Participating State) or a political subdivision of a NASPO member (Participating Entity) who has indicated its intent to participate by signing an Intent to Participate, where required, or another state or political subdivision of another state authorized by the WSCA Directors to be a party to the resulting Master Price Agreement.

“PDA” means a Personal Digital Assistant and refers to a wide variety of handheld and palm-size PCs, and electronic organizers. PDA's usually can store phone numbers, appointments, and to-do lists. PDA's can have a small keyboard, and/or have only a special pen that is used for input and output. The

PDA can also have a wireless fax modem. Files can be created on a PDA which is later entered into a larger computer. NOTE: For this procurement, all Tablet PC's are NOT considered PDA's. The Contractor(s) shall provide the warranty service and maintenance for Equipment on a Master Price Agreement as well as a Takeback Program.

“Peripherals” means any Product that can be attached to, added within, or networked with personal computers or servers, including but not limited to storage, printers (including multifunction network printers), scanners, monitors, keyboards, projectors, uninterruptible power supplies and accessories. Software, as defined in the RFP, is not considered a peripheral. Adaptive/Assistive technology devices are included as well as configurations for education. Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another contractor holding a Master Price Agreement without the prior approval of the WSCA/NASPO Contract Administrator. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in the contract. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item. The Contractor(s) shall provide the warranty service and maintenance for Equipment on a Master Price Agreement as well as a Takeback Program.

“Permissive Price Agreement” means that placement of orders through the Price Agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the Price Agreement without using statutory or regulatory procedures (e.g., invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the Price Agreement as long as applicable procurement statutes and rules are followed.

“Per Transaction Multiple Unit Discount” means Purchasing Entity-specific, transaction(s)-specific, large volume negotiated price based on firm quantity and configuration buys during a set timeframe (also referred to as “Big Deal” pricing).

“Political Subdivision” means local public governmental subdivisions of a state, as defined by that state's statutes, including instrumentalities and institutions thereof. Political subdivisions include cities, counties, courts, public schools and institutions of higher education.

“Price Agreement/Master Price Agreement” means an indefinite quantity contract that requires the Contractor to furnish Products or Services to a Purchasing Entity that issues a valid Purchase Order.

“Procurement Manager” means the person or designee authorized by MMD to manage the relationships with WSCA, NASPO, and Participating States/Participating Entities.

“Product(s)” means personal computer equipment, peripherals, LAN hardware, pre-loaded Software, and Network Storage devices, but not unrelated services. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

“Products and Services Schedule Prices” or **“PSS”** refers to a complete list, grouped by major Product and/or Service categories, of the Products and

Services provided by the contractor that consists of an item number, item description and the Purchasing Entity's price for each Product or Service. All such Products and Services shall be approved by the WSCA/NASPO Contract Administrator prior to being listed on a Contractor-supplied web site accessed via a URL. The Contractor(s) shall provide the warranty service and maintenance for all Equipment listed on the PSS on a Master Price Agreement as well as a Takeback Program.

"Purchase Order" means an electronic or paper document issued by the Purchasing Entity that directs the Contractor to deliver Products or Services pursuant to a Price Agreement.

"Purchasing Entity" means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited by statute, in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and authorized to purchase the goods and/or Services described in this solicitation.

"Refurbished Products" are Products that may have been powered on or used by another customer that have been fully retested, defective parts replaced, and repackaged to meet original factory specifications.

"Services" are broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of Products offered or supplied under the Master Price Agreement. These types of Services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a Product offered or supplied. General consulting and all forms of application development and programming services are excluded.

"Servicing Subcontractor/Subcontractor/Reseller Agent" means a Contractor authorized and state-approved subcontractor who may provide local marketing support or other authorized services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Price Agreement. A wholly owned subsidiary or other company providing warranty or other technical support services qualifies as a Servicing Subcontractor. Local business partners may qualify as Servicing Subcontractors. Servicing Subcontractors may not directly accept Purchase Orders or payments for Products or Services from Purchasing Entities, unless otherwise provided for in a Participating Addendum. Servicing Subcontractors shall be named individually or by class in the Participating Addendum. The Contractor(s) actually holding the Master Price Agreement shall be responsible for Servicing Subcontractor's providing Products and Services, as well as warranty service and maintenance for equipment the subcontractor has provided on a Master Price Agreement as well as the Takeback Program.

"Standard Configurations" or **"Premium Savings Configurations"** means discounted standard configurations that are available to Purchasing Entities

using the Master Price Agreement only. Any entity, at any time, that commits to purchasing these Configurations adopted by their State or other Purchasing Entities shall receive the same price from the contract awardees. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals.

"State Procurement Official" means the director of the central purchasing authority of a state.

"Storage Solution/Auxiliary Storage" means the technology and Equipment used for storage of large amounts of data or information. This includes technologies such as: Network Attached Storage (NAS) and Storage Area Networks (SAN). **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.**

"Takeback Program" means the Contractor's process for accepting the return of the Equipment or other Products at the end of life—as determined by the State utilizing the Master Price Agreement, subject to section 17 of this Agreement. Software licenses, excluding software media; stand-alone scanners; and stand-alone fax machines are not subject to the Takeback Program.

"Trade In" refers to the exchange of used Equipment for new Equipment at a price reduced by the value of the used Equipment.

"Travel" means expenses incurred by authorized personnel directly related to the performance of a Service. All such expenses shall be documented in a firm quotation for the Purchasing Entity prior to the issuance and acceptance of a Purchase Order. Travel expenses will be reimbursed in accordance with the purchasing entities allowances, if any, as outlined in the PA.

"Universal Resource Locator" or "URL" means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

"WSCA" means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

"WSCA/NASPO Contract Administrator" means the person or designee authorized by MMD to manage all actions related to the Master Price Agreements on behalf of the State of Minnesota, the participating NASPO and WSCA members, and other authorized purchasers.

2. Scope of Work

The Contractor, or its approved subcontractor, shall deliver computing system Products and Services to Purchasing Entities in accordance with the terms of this agreement. This Agreement is a "Master Price Agreement". Accordingly, the Contractor shall provide Products or Services only upon the issuance and acceptance by Contractor of

valid "Purchase Orders". Purchase Orders may be issued to purchase the license for software or to purchase Products listed on the Contractor's PSS. A Purchasing Entity may purchase any quantity of Product or Service listed in the Contractor's PSS at the prices in accordance the Paragraph 13, Price Guarantees. Subcontractor participation is governed by the individual Participating State procurement official.

The Contractor is required to provide and/or agree to take legal responsibility for the warranty and maintenance of all proposed equipment, including peripherals. Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities The Contractor shall offer a Takeback Program for all Products covered by this Agreement, unless otherwise noted herein.

3. Title Passage

The Contractor must pass unencumbered title to any and all Products purchased under this Contract upon receipt of Product by the Purchasing Entity. This obligation on the part of the Contractor to transfer all ownership rights does not apply to proprietary materials owned or licensed by the Contractor or its subsidiaries, subcontractors or licensor, or to unmodified commercial software that is available to the State on the open market. Ownership rights to such materials shall not be affected in any manner by this Agreement

4. Permissive Price Agreement and Quantity Guarantee

This Agreement is not an exclusive agreement. Purchasing Entities may obtain computing system Products and Services from other sources during the agreement term. The State of Minnesota, NASPO and WSCA make no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Products or Services will be procured.

5. Order of Precedence

Each Purchase Order that is accepted by the Contractor shall become a part of the Agreement as to the Products and Services listed on the Purchase Order only; no additional terms or conditions will be added to this Agreement as the result of acceptance of a Purchase Order. The Contractor agrees to accept all valid Purchase Orders. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Executed Participating Addendum(s);
- B. Terms and conditions of this Agreement, including Amendments;
- C. Exhibits to this Agreement;
- D. The list of Products and Services contained in the purchase order;
- E. The request for proposals document; and
- F. Contractor's proposal including best and final offer.

6. Payment Provisions

All payments under this Agreement are subject to the following provisions:

A. Acceptance

A Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery non-acceptance of a Product or Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services, except for Software which is not pre-loaded on equipment which is accepted upon delivery.

B. Payment of Invoice

1. Payments shall be submitted to the Contractor at the address shown on the invoice, as long as the Contractor has exercised due diligence in notifying the State of Minnesota and/or the Purchasing Entity of any changes to that address. Payments shall be made in accordance with the applicable laws of the Purchasing Entity.
2. For Minnesota, per Minnesota Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. The ordering entity is not required to pay the Contractor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. After the thirtieth day, interest may be paid on the unpaid balance due to the Contractor at the rate of one and one-half percent per month. The Purchasing Entity shall make a good faith effort to pay within thirty (30) days on all undisputed invoices.
3. Payments may be made via a Purchasing Entity's "Purchasing Card".

In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order.

C. Payment of Taxes

Payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's federal and state tax identification numbers. If a Purchasing Entity is not exempt from sales, gross receipts, or local option taxes for the transaction, the Contractor shall be reimbursed by the Purchasing Entity to the extent of any tax liability assessed.

The State of Minnesota State agencies are subject to paying Minnesota sales and use taxes. Taxes for State agencies will be paid directly to the Department of Revenue using Direct Pay Permit #1114.

D. Invoices

Invoices shall be submitted to the Purchasing Entity at the address shown on the Purchase Order. Invoices shall match the line items on the Purchase Order.

7. Agreement Term

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota, through August 31, 2012. The Agreement may be mutually renewed for two (2) additional one-year terms, or one additional two-year term, unless terminated pursuant to the terms of this Agreement.

8. Termination

The following provisions are applicable in the event that the agreement is terminated.

A. Termination for Convenience

At any time, the State may terminate this agreement, in whole or in part, by giving the Contractor (30) days written notice; provided, however, neither the State nor a Purchasing Entity has the right to terminate a specific purchase order for convenience after it has been issued if the Product is ultimately accepted. At any time, the Contractor may terminate this Agreement, in whole or in part, by giving the WSCA/NASPO Contract Administrator sixty (60) days written notice. Such termination shall not relieve the Contractor of warranty or other Service obligations incurred under the terms of this Agreement. In the event of a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or Services satisfactorily performed and accepted.

B. Termination for Cause

Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

C. A Purchasing Entity's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall retain its rights in all Products and Services accepted prior to the effective termination date.

D. The Contractor's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall pay the Contractor all amounts due for Products and Services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

9. Non-Appropriation

The terms of this Agreement and any purchase order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any purchase order or other document, a Purchasing Entity may terminate its obligations under this Agreement, if sufficient appropriations are not made by the governing entity at a level sufficient to allow for payment of the goods or Services due for multiple year agreements, or if operations of the paying entity are being discontinued. The Purchasing Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

A Purchasing Entity shall provide prior written notice, sixty (60) days if possible, of its intent to terminate for reason cited above. Such termination shall relieve the Purchasing Entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant Purchase Order for undelivered Products and Services.

10. Shipment and Risk of Loss

A. All deliveries shall be F.O.B. destination, prepaid and allowed, with all transportation and handling charges included in the price of the Product and paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until delivery to the identified ship to address when responsibility and liability for loss shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.

B. Whenever a Purchasing Entity does not accept Products and returns them to the Contractor, all related documentation furnished by the Contractor shall be returned also. Unless otherwise agreed upon by the Purchasing Entity, the Contractor is responsible for the pick-up of returned Products. The Contractor shall bear all risk of loss or damage with respect to returned Products except for loss or damage directly attributable to the negligence or wrongful intentional act or omission of the Purchasing Entity.

C. Unless otherwise arranged between the Purchasing Entity and Contractor, all Products shall be shipped within 3 to 5 days after receipt of a valid purchase order, by a reliable and insured shipping company.

11. Warranties

A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses, or sells, to the Purchasing Entity under this Agreement in accordance with the Contractor's standard warranties. The Contractor agrees to ~~take legal responsibility for the warranty and maintenance (under warranty) of all~~ Products furnished through this Agreement. Taking legal responsibility means the Contractor, either directly or indirectly, must provide warranty and maintenance call numbers, accept, process, and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities as it applies to the standard warranty that comes with the Product. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement covering warranty. In general, the Contractor warrants that:

1. The Product conforms to the specific technical information about the Contractor's Products which is published in the Contractor's Product manuals or data sheets.
2. The Product will meet mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications unless otherwise noted in Contractor's proposed quote to the Participating Entity.
3. The Product will be suitable for the ordinary purposes for which such Product is used,
4. The Product has been properly designed and manufactured for its intended use, and
5. The Product is free of significant defects in material and workmanship.
6. The Product is in the legal possession of the Purchasing Entity, as defined in Article 10 Shipment and Risk of Loss, before any warranty period begins.
7. Exhibit A contains warranties in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or the use of a Product in conjunction or combination with other Products or software not authorized by the Contractor. The following is a list of the warranties attached as **Exhibit A**:
 - a) Product warranty
 - b) Software warranty
 - c) Procurve warranty

B. Contractor may modify the warranties described in Exhibit A from time to time with the prior approval of the WSCA/NASPO Contract Administrator.

C. Warranty documents for Products manufactured by a third party shall be delivered to the Purchasing Entity with the Products, as provided by the Manufacturer.

D. The Contractor will provide the basic warranty coverage as listed in its PSS. The HP-branded Products available in Bands 1 through 7 have a manufacturer standard warranty period that ranges from one year to three years. The Contractor offers the Purchasing Entities an ability to upgrade warranties, for an additional fee, at the time of purchase of Products in the aforementioned Bands. Contractor's Website lists the environmental certifications; and any self-registration claims of EPEAT (bronze minimum) and Energy Star compliance, applicable to the respective Product.

12. Patent, Copyright, Trademark and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the State of Minnesota, Participating and Purchasing Entities and their agencies against any claim that any HP-Branded Product or Service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a Purchasing Entity based upon the Contractor's trade secret infringement relating to any Product or Service provided under this Agreement, the Contractor agrees to reimburse the Lead State or Purchasing Entity for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Lead State or Participating or Purchasing Entity shall:
1. Give the Contractor prompt written notice of any claim;
 2. Allow the Contractor to control the defense or settlement of the claim; and
 3. Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any Products or Service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
1. Provide a Purchasing Entity the right to continue using the Products or Services;
 2. Replace or modify the Products or Services so that it becomes non-infringing; or
 3. Accept the return of the Products or Service and refund an amount equal to the depreciated value of the returned Products or Service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any Products or Services modified by the Purchasing Entity to the extent such modification is the cause of the claim.
- C. The Contractor has no obligation for any claim of infringement arising from:
1. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
 2. ~~The Contractor's use of technical information or technology provided by the Purchasing Entity;~~
 3. Product modifications by the Purchasing Entity or a third party;
 4. Product use prohibited by Specifications or related application notes; or
 5. Product use with Products that are not the Contractor branded.

13. Price Guarantees

The Purchasing Entities shall pay the lower of the prices contained in the PSS or an Announced Promotion Price, Educational Discount Price, General Price Reduction price, Trade-In price, or if applicable to Purchasing Entity its available Standard Configuration price or Per Transaction Multiple Unit Discount. Only General Price Reduction price decreases will apply to all subsequent Purchase Orders accepted by Contractor after the date of the issuance of the General Price Reduction prices.

The initial base-line and Cumulative Volume Discounts will be submitted to the Lead State by the Contractor in a format agreeable to both parties. The increased price discount represented in the Cumulative Volume Discount will apply to all future orders, until the next level of cumulative volume is in effect.

14. Product and Service Schedule

The Contractor agrees to maintain the PSS in accordance with the following provisions:

- A. The PSS prices for Products and Services will conform to the guaranteed prices discount levels on file with WSCA/NASPO Contract Administrator for the following Products:
 - Band 1 – Servers**
 - Band 2 – Workstations**
 - Band 3 – Printers**
 - Band 4 – Storage Solutions**
 - Band 5 – PDAs**
 - Band 6 – Instructional Packages (Bundles)**
 - Band 7 – Monitors**
 - Operating Systems**
 - Local Area Networks**
 - Digital Projectors**
- B. The Contractor may change the price of any Product or Service at any time, based upon documented baseline price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period unless or until prior approval is obtained from the WSCA/NASPO Contract Administrator. The Contractor agrees that the PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.
- C. The Contractor may make model changes; add new Products, and Product upgrades or Services to the PSS in accordance with Item 15. Product Substitutions, below. The pricing for these changes shall incorporate, to the extent possible, comparable price discount levels approved by the WSCA/NASPO Contract Administrator for similar Products or Services.
- D. The Contractor agrees to delete obsolete and discontinued Products from the PSS on a timely basis.
- E. The Contractor shall maintain the PSS on a Contractor supplied Internet web site.

15. Product Substitutions

A. Substitution of units/configurations

MMD and the WSCA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations will be permitted with the prior written approval of the WSCA/NASPO Contract Administrator. This substitution is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA/NASPO Contract Administrator.

B. Addition of units/configurations

MMD and the WSCA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units may be permitted, with the prior approval of the WSCA/NASPO Contract Administrator and the WSCA Directors. The addition of new, emerging units and configurations is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA Directors.

16. Technical Support

The Contractor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to Purchasing Entity personnel who wish to obtain competent technical assistance regarding the hardware and software installation or operation of Products supplied by the Contractor during the Product warranty period or during a support agreement.

17. Takeback and Other Environmental Programs

The Contractor agrees to maintain for the term of this Agreement, and all renewals/extensions thereof, programs as described in their response to the RFP, including but not limited to the following paragraphs.

A. Takeback/Recycling of CPUs, servers, monitors, flat panel displays, notebook computers, and printers. Costs are list on the web site.

B. Environment: Compliance with the following standards: Blue Angel, EcoLogo, Energy Star, EPEAT (by level), Green Guard, Nordic Swan, and TCO.

C. Product labeling of compliance with Items B above, as well as a identification of such information on the web site.

18. Product Delivery

Contractor agrees to make a reasonable effort to deliver Products to Purchasing Entities within twenty (20) business days or less after receipt of a valid Purchase Order, or in accordance with the schedule in the Purchasing Entity's Purchase Order, where the timeframe for required delivery is greater than twenty (20) business days or as otherwise mutually agreed by the Purchasing Entity and Contractor.

19. Force Majeure

Neither party hereto shall be considered in default in the performance of its

obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other causes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

20. Records and Audit

Per Minn. Stat. § 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the Contractor and its employees, agents, or subcontractors relevant to the Minnesota transactions must be made available and subject to examination by the contracting agency or its agents, the Legislative Audit and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.

Unless otherwise required by other than Minnesota Purchasing Entity governing law, such records relevant to other Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of three years from the date of acceptance of the Purchase Order.

21. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not employees of the State of Minnesota or of any Participating Entity. The Contractor has no authorization, express or implied to bind the Lead State, NASPO, WSCA or participating entity to any agreements, settlements, liability or understanding with other third parties whatsoever, and agrees not to perform any acts as agent for the Lead State, NASPO, WSCA, or Participating Entity, except as expressly set forth herein. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Lead State or Participating Entity as a result of this Agreement.

22. Use of Servicing Subcontractors

The Contractor may subcontract Services and purchase order fulfillment and/or support in accordance with the following paragraphs. However, the Contractor shall remain solely responsible for the performance of this Agreement.

- A. Reseller Agent, Service Provider or Servicing Subcontractors shall be identified individually or by class in the applicable Participating Addendum, or as noted in the Participating Addendum on the Purchasing Entities extranet site. The ordering and payment process for Products or Services shall be defined in the Participating Addendum.

23. Payments to Subcontractors

In the event the Contractor hires subcontractors to perform all or some of the duties of this Contract, for state agency Purchase Entities in the Lead State, the Contractor understands that in accordance with Minn. Stat. § 16A.1245 the Contractor shall, within ten (10) days of the Contractor's receipt of payment from the Lead State Purchasing Entity, pay all subcontractors having an interest in the

applicable Purchase Order their share of the payment for undisputed Services provided by the subcontractors. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontract that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under this Contract. Notwithstanding, for the purposes of this Section 23, this section shall not apply to Contractor's obligations to its business development partners, including its authorized resellers and service providers, where Contractor's obligations to its partners are bound by the terms of a separate business development partner agreement between the partner and the Contractor. In the event the Contractor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor. If there are not remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

The Contractor shall ensure that the subcontractor transfers all intellectual or industrial property rights, including but not limited to any copyright it may have in the work performed under this Contract, consistent with the intellectual property rights and ownership sections of this Contract. In the event the Contractor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under this Contract, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Contractor.

24. Indemnification, Hold Harmless and Limitation of Liability

The Contractor shall indemnify, protect, save and hold harmless the Lead State, Participating Entities, and its agencies and employees, from any and all claims or causes of action, including attorney's fees for personal injury or damage to real or tangible personal property arising from the negligent or willful acts or omissions of performance of the Contract by the Contractor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's or Participating Entities' failure to fulfill its obligations pursuant to the Contract.

Contractor, its principals, members and employees shall not be liable to the State or any Purchasing Entity, unless otherwise stated in the applicable Participating Addendum, for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to this Contract or the goods provided or Services performed hereunder for any amount in excess of the greater of two-million dollars (\$2,000,000) or the value of the Purchase Entity's purchase order

used to acquire the Products and Services that are the subject of the Purchasing Entity's claim. Contractor's liability for damage to real or tangible property incurred on a per order basis shall not exceed two-million dollars. This limitation of liability does not apply to damages for bodily injury or death caused by the Contractor's negligence, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement or copyright claims under paragraph 12 of this Agreement. This indemnification does not include liabilities caused by the State's or Purchasing Entity's negligence, or intentional wrong doing. In no event shall the Contractor be liable for any indirect, special, punitive, or consequential damages arising out of this Contract or the use of the Products or Services purchased by the Purchasing Entity hereunder.

25. Amendments

Contract amendments shall be negotiated by the State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. This Agreement shall be amended only by written instrument executed by the parties. An approved Contract amendment means one approved by the authorized signatories of the Contractor and the State as required by law.

26. Scope of Agreement

This Agreement incorporates all of the agreements of the parties concerning the subject matter of this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

27. Severability

If any provision of this Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, by a court of competent jurisdiction then both the State and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

28. Enforcement of Agreement/Waivers

A. No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract shall be waived except by the written consent of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the forbearing/indulging party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

B. Waiver of any breach of any provision of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition

of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

C. Neither party's failure to exercise any of its rights under this Contract will constitute or be deemed a waiver or forfeiture of those rights.

29. Web Site Maintenance

- A. The Contractor agrees to maintain and support an Internet website linked to the State's administration website for access to the PSS, service selection assistance, problem resolution assistance, billing concerns, configuration assistance, Product descriptions, Product specifications and other aids described in the RFP, and/or in accordance with instructions provided by the WSCA/NASPO Contract Administrator. The Contractor agrees that the approved PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.
- B. The Contractor agrees to maintain and support Participating State and Entity Internet websites for access to the specific Participating Entity PSS, as well as all other items listed in Item 29A. above. The website shall have the ability to hold quotes for 45 days, as well as the ability to change the quote.
- C. The Contractor may provide electronic commerce assistance for the electronic submission of Purchase Orders, purchase order tracking and reports.
- D. The Contractor may not make changes to the website format as defined in Contractor's RFP Section 4, Electronic Commerce response without notifying the WSCA/NASPO Contract Administrator and receiving written approval of the changes.

30. Equal Opportunity Compliance

The Contractor agrees to abide by all applicable federal laws, and the laws, regulations, and executive orders pertaining to equal employment opportunity, of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the contractor under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

The Contractor certifies that it will remain in compliance with Minn. Stat. § 363A.36 during the life of the Contract.

31. Governing Law

This Agreement shall be governed and construed in accordance with the laws of

the Lead State. The construction and effect of any Participating Addendum or order against this Agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's state. Venue for any claim, dispute or action concerning the construction and effect of the Agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against this Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's state.

32. Change in Contractor Representatives

Contractor shall appoint a primary representative, Contractor WSCA Program Manager, to work with the WSCA/NASPO Contract Administrator to maintain, support and market this Agreement. The Contractor shall notify the WSCA/NASPO Contract Administrator of changes in the Contractor primary representative, Contractor WSCA Program Manager, in writing, and in advance if possible. The State reserves the right to require a change in Contractor's then-current primary representative if the assigned representative is not, in the opinion of the State, adequately serving the needs of the Lead State and the Participating Entities.

33. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Lead State and Participating Entities, its officers and employees, from all contractual liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Lead State or any Participating Entity to any obligation, unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.

34. Data Practices

- A. The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained or disseminated by the Contractor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).
- B. In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
- C. Sections 34.A through B above apply to transactions between Contractor

and applicable Lead State Purchasing Entities. Contractor agrees to be bound by the statutorily required data practices requirements as outlined in the Participating Addendum of a Participating State or Participating Entity.

- E. Notwithstanding the above, the parties agree that any confidential information required to be exchanged will be done so under the terms of a mutually agreed upon, signed confidentiality agreement.

35. Organizational Conflicts of Interest

- A. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are not relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contractor is unable or potentially unable to render impartial assistance or advice to the State;
 - the Contractor's objectivity in performing the work is or might be otherwise impaired; or
 - the Contractor has an unfair competitive advantage.
- B. The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the WSCA/NASPO Contract Administrator, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," and "WSCA/NASPO Contract Administrator" modified appropriately to preserve the State's rights.

36. Replacement Parts

Unless otherwise restricted in a Participating Addendum or maintenance service agreement, replacement parts may be manufacturer-certified refurbished parts carrying OEM warranties.

37. FCC Certification

The Contractor agrees that Equipment supplied by the Contractor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Agreement for cause.

38. Site Preparation

A Purchasing Entity shall prepare and maintain its site in accordance with written instructions furnished by the Contractor prior to the scheduled delivery date of

any Products and shall bear the costs associated with the site preparation.

39. Assignment

The Contractor shall not sell, transfer, assign, or otherwise dispose of this Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contractor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of this Contract. Failure to do so may result in the Contractor being held in default. This consent requirement includes reassignment of this Contract due to a change in ownership, merger, or acquisition of the Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign this Contract to corporations to provide some of the Services hereunder. Notwithstanding the foregoing acknowledgment, the Contractor shall remain solely liable for all performance required and provided under the terms and conditions of this Contract. The Contractor may assign payments in accordance with specific provisions stated in a Participating Addendum.

40. WSCA/NASPO Contract Administrator

The State shall appoint an WSCA/NASPO Contract Administrator whose duties shall include but not be limited to the following:

- A. The WSCA/NASPO Contract Administrator may provide instructions concerning the contents of the Contractor's website.
- B. The WSCA/NASPO Contract Administrator will facilitate dispute resolution between the Contractor and Purchasing Entities. Unresolved disputes shall be presented to the State for facilitation of resolution.
- C. The WSCA/NASPO Contract Administrator shall promote and support the use of this Agreement by NASPO members and other Participating Entities.
- D. The WSCA/NASPO Contract Administrator shall advise the State regarding the Contractor's performance under the terms and conditions of this Agreement.
- E. The WSCA/NASPO Contract Administrator shall receive and approve quarterly price agreement utilization reports and the administration fee payments.
- F. The WSCA/NASPO Contract Administrator shall periodically verify the Product and Service prices in the PSS conform to the Contractor's volume price and other guarantees. The WSCA/NASPO Contract Administrator may require the Contractor to perform web site audits to accomplish this task.
- G. The WSCA/NASPO Contract Administrator shall conduct annual Contractor performance reviews.
- H. The WSCA/NASPO Contract Administrator shall maintain an Agreement administration website containing timely and accurate information.

41. Survival

The following rights and duties of the State and Contractor will survive the expiration or cancellation of the resulting Contract. These rights and duties include, but are not limited to Paragraph 12. Patent, Copyright, Trademark and Trade Secret Indemnification; Paragraph 20. Records and Audit; Paragraph 24. Indemnification, Hold Harmless, and Limitation of Liability; Paragraph 31, Governing Law; Paragraph 34. Data Practices; and Paragraph 52. Right to Publish. Software licenses, warranty, and service agreements that were entered in to under the terms and conditions of the Agreement shall survive this Agreement.

42. Succession

This Agreement shall be entered into and be binding upon the successors and assigns of the parties.

43. Notification

- A. If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices shall be addressed as follows:

To MMD:

Department of Administration
Materials Management Division
Bernadette Kopischke, CPPB
Acquisitions Supervisor
50 Sherburne Avenue
112 State Administration Building
St. Paul, MN 55155
Fax: 651.297.3996
Email: bernie.kopischke@state.mn.us

To Contractor:

Debra Lee
HP Contract Program Manager
442 Swan Blvd.
Deerfield, IL 60015
Fax: 281-927-5213
Email: debra.lee@hp.com

44. Reporting and Fees

A. Administration Reporting and Fees

- 1. The Contractor agrees to provide monthly utilization reports to the

WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract Administrator by the 15th of the month following the end of the previous month. (Ex. Purchases during January are reported by the 15th of February; purchases made during February are reported by the 15th of March; etc.). Reports submitted within five (5) days of the report due date shall not be deemed as a default by Contractor. The report shall be in the format developed by the Lead State and supplied to the Contractor for its review and mutual written consent to implement. Contractor shall be released from reporting on the Lead State requested Fields of LIST PRICE/MSRP/CATALOG PRICE and ORDER TYPE (debits/credits) until such time as Contractor automated reporting tools have the capability to include the Field in its reports. Contractor will have the automated reporting capabilities to include the aforementioned Fields within nine (9) to twelve (12) months of the commencement of this Contract. Notwithstanding the foregoing, Contractor will commence reporting on the requested Fields once Contractor's automated reporting tools are capable.

2. The Contractor agrees to provide quarterly Administrative Fee check payable to WSCA/NASPO for an amount equal to one-twentieth of one percent (0.0005) of the net sales for the period. The form to be submitted with the check, as well as the mailing address, has been supplied to the Contractor. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Admin Fee Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

3. The Contractor agrees to include all Reseller Agent sales in the monthly utilization reports described above. In addition, the Contractor agrees to provide a supplemental Reseller Agent utilization report of the net sales for the period subtotaled by Purchasing Entity name, within Purchasing Entity state name by Reseller Agent Name.
4. Subject to Contractor's automated reporting tools capabilities, the Contractor will use reasonable commercial efforts to provide the EPEAT and Energy Start environmental information shown in a mutually agreed upon report format; as well as a supplemental report of the number and type of units taken back in a format to be mutually agreed to. Reporting on this information will occur no more than once quarterly, and will commence once Contractor has the capability to generate automated reports to include this information for its US based customers.
5. The utilization reports shall be submitted to the WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract

Administrator via electronic mail in a Microsoft Excel spreadsheet format, or other methods such as direct access to Internet or other databases.

6. If requested by the WSCA/NASPO Contract Administrator, the Contractor agrees to provide supporting Purchase Order detail records on mutually agreed magnetic media in a mutually agreed format. Such request shall not exceed twelve per year.
7. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the Contractor's primary representative, suspension of this Agreement or termination of this Agreement for cause.
8. The WSCA/NASPO Contract Administrator shall be allowed access to all reports from all Purchasing Entities.

B. Participating Entity Reports and Fees

1. Participating Entities may require an additional fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in to the Participating Addendum that is made a part of this Agreement. The Contractor may adjust PSS pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of that State. All such agreements shall have no affect whatsoever on the WSCA fee or the prices paid by the Purchasing Entities outside the jurisdiction of the State requesting the additional fee.
2. Purchasing Entities will be encouraged to use the reporting format developed by the lead State for their reporting needs. However, the Contractor agrees to provide additional reports to Purchasing Entities upon agreement by both parties as to the content and delivery methods of the report. Methods of delivery may include direct access to Internet or other databases.
3. Each State Purchasing Entity shall be allowed access to reports from all entities within that State.

45. Default and Remedies

- A. Any of the following shall constitute cause to declare this Agreement or any order under this Agreement in default:
 1. Consistent Nonperformance of contractual requirements; or
 2. A material breach of any term or condition of this Agreement.
- B. A written notice of default, and an opportunity to cure, within 30-days notification of the written notice, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire Agreement), a Participating Entity (in the case of a breach of the participating addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.

- C. If the default remains after the opportunity for cure, the non-defaulting party may:
 - 1. Exercise any remedy provided by law or equity;
 - 2. Terminate the Agreement, a Participating Addendum, or any portion thereof, including any Purchase Orders issued against the Agreement;
 - 3. Impose liquidated damages, as mutually agreed to by the parties, as specified in an amendment to the Participating Addendum;
 - 4. In the case of default by the Contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend Contractor from receiving future solicitations from within the Participating Entities jurisdiction.
 - 5. Charge the defaulting Contractor the full increase in cost and administrative handling to purchase the product or service from another Contractor. The Purchasing Entity shall take reasonable actions to mitigate the cost to re-procure.
- D. The MMD reserves the right, upon approval of the WSCA Directors, to develop and implement a step-by-step process to deal with Contractor failure to perform issues.

46. Audits

A. Website Pricing Audit

The Contractor agrees to assist the WSCA/NASPO Contract Administrator or designee with web site Product and pricing audits based on the requirements described in Exhibit E – Website Price audit requirements. Pricing is audited on a quarterly basis.

- 1. The product audit will closely monitor the Products and Services listed on the website to insure they comply with the approved Products and Services. The addition of Products or Services not approved by the WSCA/NASPO Contract Administrator will not be tolerated and may be considered a material breach of this Agreement.

B. Sales Audit

The Contractor further agrees to provide sales audit reports based on the formulas described in Exhibit E – Sales audit report format.

- C. Upon request, the Contractor agrees to assist Participating Entities with invoice audits to ensure that the Contractor is complying with this Agreement in accordance with mutually agreed procedures set forth in the Participating Addendum.

47. Extensions

If specifically authorized by provision in a Participating Addendum, Contractor may, at the sole discretion of Contractor and in compliance with the laws of the Participating State, offer Products and Services to non-profit organizations,

private schools, Native American governmental entities, government employees and students within the governmental jurisdiction of the entity completing the Participating Addendum with the understanding that the State has no liability whatsoever concerning payment for Products or Services.

48. Sovereign Immunity

The State does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

49. Ownership

- A. Nothing in this Contract shall be construed as transferring any right, title, or interest in either Party's, any Purchasing Entity's, or their third party's confidential information, pre-existing intellectual property, trademarks, copyrights, intellectual property or other proprietary interest.

50. Prohibition Against Gratuities

- A. The State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the State that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any employee, agent, or representative of the Contractor to any officer or employee of the State with a view toward securing this Contract, or securing favorable treatment with respect to the award or amendment of this Contract, or the making of any determinations with respect to the performance of this Contract.
- B. The Contractor certifies that no elected or appointed official or employee of the State has benefited or will benefit financially or materially from this Contract. This Contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned individuals from the Contractor, its agent, or its employees.

51. Antitrust

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or Services provided in connection with this Contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

52. Right to Publish

- A. Any publicity given to the program, publications or Services provided resulting from the Contract, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors or resellers shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the WSCA/NASPO Contract Administrator.
- B. The Contractor shall not make any representations of the State's opinion

or position as to the quality or effectiveness of the Products and/or Services that are the subject of this Contract without the prior written consent of the WSCA/NASPO Contract Administrator. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

53. Performance While Dispute is Pending

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under this Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under this Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

54. Hazardous Substances

To the extent that the goods to be supplied to the Purchasing Entity by the Contractor contain or may create hazardous substances, harmful physical agents as set forth in applicable State and federal laws and regulations, the Contractor must provide the Purchasing Entity, upon request, with Material Safety Data Sheets regarding those substances (including mercury).

55. Customer Satisfaction/Complaint Resolution

- A. The Contractor's process for resolving complaints concerning Products, support, and billing problems is attached as **Exhibit B**.
- B. The Contractor will survey its customers in each Participating State approximately two (2) months prior to the annual meeting with the Contract Administrator using, at a minimum, the survey questions provided by the State.

56. Value Added Services

The Contractor is expected to provide such Services as installation, training, and software imaging upon request of the Purchasing Entity. Additional Value Added Services offered by the Contractor are attached as **Exhibit C**.

57. E-Rate Program

The Contractor's E-Rate identification number and list of E-Rate qualifying Products is as follows:

HP E-Rate Spin Number: 143007617

HP FCC Registration Number: 0012062535

Qualifying Products:

HP ProLiant Servers

HP ProCurve Network Electronics

HP Services for eligible Products (Installation, Maintenance, Training, Infrastructure design)

The Contractor shall make every effort to continue its involvement in this program and to add Products as applicable.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the State of Minnesota Commissioner of Administration, below.

1. HEWLETT-PACKARD COMPANY

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions,

By: *Thomas J. Jametti*

Title: *Sr. Vice President*

Date: *6/29/09*

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: *Bernadette Kopischke*

Title: Acquisitions Supervisor

Date: *7/2/09*

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: *Brenda Willard*

Date:

Original signed

JUL 02 2009

By Brenda Willard

EXHIBIT A – ADDITIONAL WARRANTIES and SUPPORT SERVICES

A. Warranty Information

1. Warranty information is available at the following URLs:

- Product warranty URL link:
<http://h20000.www2.hp.com/bizsupport/TechSupport/Document.jsp?objectID=c00383139&lang=en&cc=us&taskId=&prodSeriesId=316617&prodTypeId=12454>.
- Software warranty URL link:
http://docs.hp.com/en/5991-6026/ch01s06.html?jumpid=reg_R1002_USEN
- Procurve warranty URL link:
<http://www.procurve.com/warranty>

2. GENERAL WARRANTY PROVISIONS:

- a. Warranty Statements. HP limited warranty statements for Hardware, Software, Support, and Professional Services, as applicable, are available with Products, on quotations, or upon request. The limited warranties are subject to the terms, limitations, and exclusions contained in the limited warranty statement provided for the Product in the country where that Product is located when the warranty claim is made. A different limited warranty statement may apply and be quoted if the Product is purchased as part of a system.
- b. Transfer. Warranties are transferable to another party for the remainder of the warranty period subject to HP license transfer policies and any assignment restrictions.
- c. Delivery Date. Warranties begin on the date of delivery, or for Hardware on the date of installation if installed by HP. If Customer schedules or delays such installation by HP more than thirty (30) days after delivery, Customer's warranty period will begin on the 31st day after delivery.
- d. HP warrants that it will perform Professional Services using generally recognized commercial practices and standards. HP will re-perform any Professional Services not performed in accordance with the foregoing warranty provided that HP receives written notice from Customer within thirty (30) days after such Professional Services were performed. This will be Customer's sole and exclusive remedy for a breach of the foregoing warranty.
- e. Warranty Exclusions. HP is not obligated to provide warranty services or Support for any claims resulting from:
 1. improper site preparation, or site or environmental conditions that do not conform to HP's site specifications;
 2. Customer's non-compliance with Specifications or Transaction Documents;
 3. improper or inadequate maintenance or calibration;
 4. Customer or third-party media, software, interfacing, supplies, or other products;
 5. modifications not performed or authorized by HP;
 6. virus, infection, worm or similar malicious code not introduced by HP; or
 7. abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
- f. Non-HP Branded Products and Services. HP provides third-party Products, software, and Services that are not HP Branded "AS IS" without warranties of any kind, although the original manufacturers or third party suppliers of such Products, software and Services may provide their own warranties.

Disclaimer. THE WARRANTIES AND ANY ASSOCIATED REMEDIES EXPRESSED OR REFERENCED IN THIS AGREEMENT ARE EXCLUSIVE. NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY HP OR MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ALLOWED BY LOCAL LAW HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

B. Support Services

1. SUPPORT SERVICES

- a. Description of Support. HP will deliver Support according to the description of the offering, eligibility requirements, service limitations, and Customer responsibilities described in the relevant Transaction Documents.
- b. Ordering Support. Customer may order Support:
 1. at the time of Product purchase, or prior to installation of Products for which Support is being purchased, for a fixed term (may be referred to as "HP Care Pack");
 2. after the time of Product purchase, for either a fixed term or an initial term that may be renewed (may be referred to as "HP Contractual Services");
 3. on a per-event basis; or
 4. at any time, when agreed non-standard Support has been offered by HP for the Customer according to a Statement of Work (also known as "Custom Support") or as otherwise offered by HP.
- c. Cancellation. Customer may cancel Support orders or delete Products from Support upon thirty (30) days written notice, unless otherwise stated in a Transaction Document. HP may discontinue Support for Products and specific Support services no longer included in HP's Support offering upon sixty (60) days written notice, unless otherwise agreed. If Customer cancels prepaid Support, HP will refund Customer a pro-rata amount for the unused prepaid Support, less any early termination fees or subject to any restrictions set forth in a Transaction Document.
- d. Return to Support. If Customer allows Support to lapse, HP may charge Customer additional fees to resume Support or require Customer to perform certain hardware or software upgrades. HP will review and assess whether such fees are required, and explain these to Customer at the time of the request to return to Support.
- e. Local Availability. Customer may order Support from HP's current Support offerings. Some offerings, features, and coverage (and related Products) may not be available in all countries or areas.
- f. Support Warranty. HP warrants that it will perform Support using generally recognized commercial practices and standards.
- g. Exclusive Remedies. HP will re-perform Support not performed in accordance with the warranty herein. This sub-section 1.g states HP's entire liability for Support warranty claims.

2. PRICING, SERVICES, AVAILABILITY, AND INVOICING

- a. Pricing. Except for prepaid Support or as otherwise stated in a Transaction Document, HP may change Support prices upon sixty (60) days written notice.
- b. Additional Services. Additional services performed by HP at Customer's request that are not included in Customer's purchased Support will be chargeable at the applicable published service rates for the country where the service is performed. Such additional services include but are not limited to:
 1. Customer requests for Support after HP's local standard business hours (unless Customer has specifically purchased after-hours coverage for the requested Support);
 2. Customer requests for repair for damage or failure attributable to the causes specified in Exhibit A, subsection 2.e ("Warranty Exclusions"); and
 3. Customer requests for Support where Customer does not, in HP's reasonable determination, meet the applicable prerequisites and eligibility requirements for Support.
- c. Local Availability. Support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- d. Invoicing. Invoices for Support will be issued in advance of the Support period. HP Support invoices and related documentation will be produced in accordance with HP system standards. Additional levels of detail requested by Customer may be chargeable.

3. SITE AND PRODUCT ACCESS

Customer shall provide HP access to the Products covered under Support; adequate working space and facilities within a reasonable distance of the Products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the Products; and other access requirements described in the relevant Transaction Document. If Customer fails to provide such access, resulting in HP's inability to provide Support, HP shall be entitled to charge Customer for the Support call at HP's published service rates. Customer is responsible for removing any Products ineligible for Support to allow HP to perform Support. If delivery of Support is made more difficult because of ineligible Products, HP will charge Customer for the extra work at HP's published service rates.

4. STANDARD SUPPORT PRODUCT ELIGIBILITY

- a. **Minimum Configuration for Support.** Customer must purchase the same level of Support and for the same coverage period for: all Products within a minimum supportable system unit (i.e. all components within a server, storage, or network device) to allow for proper execution of standalone and operating system diagnostics for the configuration.
- b. **Eligibility.** For initial and on-going Support eligibility Customer must maintain all Products and associated hardware and software at the latest HP-specified configuration and revision levels and in HP's reasonable opinion, in good operating condition.
- c. **Modifications.** Customer will allow HP, at HP's request and at no additional charge, to modify Products to improve operation, supportability, and reliability, or to meet legal requirements.
- d. **Loaner Units.** HP maintains title and Customer shall have risk of loss or damage for loaner units if provided at HP's discretion as part of Support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
- e. **Relocation.** Customer is responsible for moving Products. If Customer moves the Products to a new location, HP may charge additional Support fees and modify the response times, and Customer may be required to execute amended or new Transaction Documents. If Customer moves Products to another country, Support shall be subject to availability in the destination country. Reasonable advanced notice to HP may be required to begin Support for some Products after relocation.
- f. **Maximum Use Limitations.** Certain Products have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. Customer must operate such Products within the maximum usage limit.
- g. **Multi-Vendor Support.** HP provides Support for certain non-HP Branded Products. The relevant Transaction Document will specify availability and coverage levels, and govern delivery of multi-vendor Support, whether or not the non-HP Branded Products are under warranty. HP may discontinue Support of non-HP Branded Products if the manufacturer or licensor ceases to provide support for such Products.

5. PROPRIETARY SERVICE TOOLS

HP will require Customer's use of certain hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools"), as well as certain diagnostic tools that may be included as part of the Customer's system, for delivery of Support under certain coverage levels. Proprietary Service Tools are and remain the sole and exclusive property of HP, are provided "as is," and include, but are not limited to: remote fault management software, network Support tools, Insight Manager, Instant Support, and Instant Support Enterprise Edition (known as "ISEE"). Proprietary Service Tools may reside on the Customer's systems or sites. Customer may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP. Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, Customer will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. Customer will also be required to:

- a. allow HP to keep the Proprietary Service Tools resident on Customer's systems or sites, and assist HP in running them;
- b. install Proprietary Service Tools, including installation of any required updates and patches;
- c. use the electronic data transfer capability to inform HP of events identified by the software;
- d. if required, purchase HP-specified remote connection hardware for systems with remote diagnosis

service; and

- e. provide remote connectivity through an HP approved communications line.

6. CUSTOMER RESPONSIBILITIES

- a. **Data Backup.** To reconstruct lost or altered Customer files, data, or programs, Customer must maintain a separate backup system or procedure that is not dependent on the Products under Support.
- b. **Temporary Workarounds.** Customer will implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- c. **Hazardous Environment.** Customer will notify HP if Customer uses Products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require Customer to maintain such Products under HP supervision and may postpone service until Customer remedies such hazards.
- d. **Authorized Representative.** Customer will have a representative present when HP provides Support at Customer's site.
- e. **Product List.** Customer will create and maintain a list of all Products under Support including: the location of the Products, serial numbers, the HP-designated system identifiers, and coverage levels. Customer shall keep the list updated during the applicable Support period.
- f. **Documentation.** If Customer purchases a Support offering that includes documentation updates, Customer may copy such updates only for systems under such coverage. Copies must include appropriate HP trademark and copyright notices.

7. SUPPORTED SOFTWARE

Customer may purchase available Support for HP Branded Software only if Customer can provide evidence it has rightfully acquired an appropriate HP license for such Software. HP will be under no obligation to provide Support due to any alterations or modifications to the Software not authorized by HP or for Software for which Customer cannot provide a sufficient proof of a valid license. Unless otherwise agreed by HP, HP only provides Support for the current Version and the immediately preceding Version of HP Branded Software, and then only when HP Branded Software is used with Hardware or Software included in HP-specified configurations at the specified Version level.

8. ACCESSORIES AND PARTS AND MISCELLANEOUS

- a. **Compatible Cables and Connectors.** Customer will connect Products covered under Support with cables or connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- b. **Support for Accessories.** HP may provide Support for cables, connectors, interfaces, and other accessories if Customer purchases Support for such accessories at the same Hardware service level purchased for the Products with which they are used.
- c. **Consumables.** Support does not include the delivery, return, replacement, or installation of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media, print heads, ribbons, toner, and batteries) unless otherwise stated in a Transaction Document.
- d. **Replacement Parts.** Parts provided under Support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and Customer pays any applicable charges.
- e. **Service Providers.** HP reserves the right and Customer agrees to HP's use of HP-authorized service providers to assist in the provision of Support.

9. ACCESS TO HP SOLUTION CENTER AND IT RESOURCE CENTER

- a. **Designated Callers.** Customer will identify a reasonable number of callers, as determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call centers ("Solution Centers").
- b. **Qualifications.** Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with Customer any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of

general experience and training, the Customer may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided in the Transaction Documents or by HP when Support is initiated. HP Solution Centers may provide support in English or local language(s), or both.

- c. **HP IT Resource Center.** HP IT Resource Center is available via the worldwide web for certain types of Support. Customer may access specified areas of the HP IT Resource Center. File Transfer Protocol access is required for some electronic services. Customer employees who submit HP Solution Center service requests via the HP IT Resource Center must meet the qualifications set forth in sub-section 9.b above.
- d. **Telecommunication Charges.** Customer will pay for all telecommunication charges associated with using HP IT Resource Center, installing and maintaining ISDN links and Internet connections (or HP-approved alternatives) to the HP Solution Center, or using the Proprietary Service.

Extended warranties

HP's standard new Product warranty, and upgraded warranty support Services, can be extended in one-year increments for a total of five years of coverage for most Products.

Post maintenance Services

HP has a wide range of onsite high-quality support Services for covered hardware, helping improve Product uptime and availability. Entities have the flexibility to choose between different service-level options featuring different response times and coverage windows, as well as between several coverage periods to address specific service needs. The Services are available throughout the United States and in most international locations. Please see *Attachment 5, HP Onsite Hardware Support Services*, for details.

See HP Website, referenced in A.1 above, for additional information on these warranties, support, service tools, etc.

EXHIBIT B – COMPLAINT RESOLUTION

HP will work with WSCA/NASPO and Participating States to customize the procedures to the states' specific escalation requirements. HP's formal order management, service escalation and customer feedback escalation procedures are described below and in detail in the RFP response, Corporate Overview, sub-section d.1.e. – Complaint Resolution.

Most problems are readily resolved before escalation is necessary. This section details activities for those instances in which problems cannot be so quickly resolved. In keeping with HP's understanding of the importance of system availability to the WSCA states, HP is receptive to discussions on how it may modify any escalation procedures to better meet specific customer needs. Each and every State Procurement office, as well as procuring entities, also has an assigned State Government HP Contract Program Manager point of contact to assist in the escalation process, eliminating the need to contact multiple people.

Customer Feedback Escalation

HP has developed a strong customer feedback system, including a clear escalation process for handling dissatisfaction. The feedback system provides a variety of mechanisms for customers to communicate their suggestions, recommendations, comments, and complaints to HP. Cataloging and analyzing the feedback provides HP entities with valuable insight into trends, information, and issues that can be applied to improve products and process performance.

Order Management Escalation Process

A Customer Service Representative (CSR) assigned to the WSCA account will oversee the order fulfillment activities from the point of order entry and acceptance, to invoicing and delivery. This includes customer satisfaction and any issues that WSCA may have during the deployment. The CSR is responsible with ensuring that any issues or potential issues are escalated to prevent deployment delays and will see problems through to resolution. Customer Services is required to adhere to the following standard service levels (in business hours):

Action	Standard Service Level (in business hours)
PO Receipt to CSR order entry	4.0 hrs
PO Receipt to clean (executable) order	8.0 hrs
Confirmation sent to customer/sales/mgmt that orders has been placed and provide order # and ETA if available.	4.0 hrs
Estimated Ship Date upon order entry (Provided to customer as requested or as part of regularly scheduled open order report)	Estimate based on best information available. With follow-up as new information becomes available.
Updates to estimated ship date (Provided to customer as requested or as part of regularly scheduled open order report)	As new information becomes available.
Call Back/Email Response to customer from CSR (from point customer leaves voicemail/email to point CSR calls customer back or responds to email request)	4 hrs
RMA Request (From time CSR receives to RMA being generated)	12 hrs
Warehouse Receipt of RMA'd goods to completion of Credit	3 days

All billing disputes should be brought to the attention of your HP Direct Customer Services Team. Customer Services will then work with HP's internal Finance Department that can resolve the disputes. The Finance Department will research the dispute, including gathering purchase order information from your CSR.

While customers may request that bills be submitted in a batch, all records are individually maintained by order number. Complete order information follows the order throughout the fulfillment process, and can be traced to each separate process to determine the source of any errors and the necessary action for resolution.

The resolution will be communicated to the customer by the Finance Department. Any credit due will be processed by your CSR. In the event that HP has maintained an incorrect price, additional research will be performed to determine the extent of error. Billing adjustments will be made as necessary.

Escalation Process

The services global escalation process is a worldwide process that is initiated when it is determined that HP's standard service delivery processes have not delivered or will not deliver an acceptable solution to WSCA/NASPO and WSCA Participating State and/or procuring entities in an agreed-upon time frame.

The Escalation Process includes the following steps:

1. Formation of Escalation Team
2. Development of Technical Action Plan
3. Communication of Action Plan
4. Execution of Action Plan
5. Post-solution Review
6. Continual Improvement
- 7.

The Escalation Team

When it has been determined that a problem has arisen and needs to be resolved, an Escalation Team is formed to manage issue resolution. The Escalation Team is comprised of technical and management members from HP. This team is responsible for developing an action plan to be used in resolving the issue. Members of the Escalation Team often include:

- Escalation Management Owner—represents the customer to HP, leads the escalation effort and is the focal point for communication of the plan to the customer.
- Escalation Specialist—assists with the development and coordination of the technical aspects of the action plan.
- Complex Problem Manager—as required, the Complex Problem Manager coordinates engineering and partner resources for complex problems involving multiple product sets.
- Additional Resources—may be added to the Escalation Team to add specific Product expertise as required in any given escalation. These resources may include: Engineering, Delivery Partners, HP Management and Executives.

Escalation Categories

There are three categories of escalation:

- Local escalation
- Regional escalation
- Global escalation

Escalation categories are driven by a customers' view of the situation. If the impact on the customer is local (that is, within one area/country) the escalation category is local. If the impact is across a number of areas/countries within one region, the category is regional. If the impact is across a number of areas/countries in more than one region, the category is global. Once the escalation category has been determined, an Action Plan can be developed.

Issue Resolution

In the event of a customer satisfaction issue, the customer's first point of contact is the Primary Account Representative/Contract Program Manager or the Account Manager. This individual engages the necessary resources in the local service delivery unit, obtains the support of management in the local customer business district, and keeps the concerned sales organization updated on progress. Most issues are resolved readily at the local level. If needed, the situation is escalated to executive management at the territory or U.S. level.

EXHIBIT C – VALUE-ADDED SERVICES

Contact HP, or visit the HP website, for further details on these Services:

Installation

Training

Self-Maintainer Program

Asset Management

Imaging

Factory Services for Servers and Storage

HP Lease Financing Information

Individual Purchasing Entities may enter in to lease agreements for the Products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. HP sample lease documents can be found under the "Information Center" link available on HP's WSCA-approved website at www.hp.com/buy/wscalii.

EXHIBIT D- HP SOFTWARE LICENSE TERMS

1. LICENSE GRANT

HP grants Customer a non-exclusive, non-transferable license to "Use", in object code form, the Version or Release of the HP Branded Software delivered from an HP accepted order. For purposes of this Agreement, unless otherwise specified in the SLI, "Use" means to install, store, load, execute, and display one copy of the Software on one device at a time for Customer's internal business purposes. Customer's Use of such Software is subject to these license terms, the applicable Use restrictions and authorizations, and applicable licensed locations for the Software specified in SLI (the "Software License"). The usage terms specified in the SLI for HP Branded Software will not be materially more restrictive than the Use defined in this sub-section. For non-HP Branded Software, the third party supplier's license terms and use restrictions found in the SLI will solely govern its use.

2. OWNERSHIP

This Software License confers no title or ownership and is not a sale of any rights in the Software. Third-party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to Customer are reserved solely to HP or its suppliers.

3. ACCEPTANCE

Customer accepts Software upon delivery.

4. UPGRADES

Software Versions or maintenance updates, if available, may be ordered separately or may be available through Software Support. HP reserves the right to require additional licenses and fees for Software Versions or separately purchased maintenance updates or for Use of the Software in conjunction with upgraded Hardware or Software. When Customer obtains a license for a new Software Version through Software Support or purchases an upgrade license to a new Version, Customer's Software License for the earlier Version shall terminate. Software Versions are subject to the license terms in effect on the date that HP delivers or makes the Version available to Customer.

5. LICENSE RESTRICTIONS

- a. **Use Restrictions.** Customer may not exceed the number of licenses, agents, tiers, nodes, seats, or other Use restrictions or authorizations agreed to and paid for by Customer. Some Software may require license keys or contain other technical protection measures. Customer acknowledges that HP may monitor Customer's compliance with Use restrictions and authorizations remotely, or otherwise. If HP makes a license management program available which records and reports license usage information, Customer agrees to appropriately install, configure and execute such license management program beginning no later than one hundred and eighty (180) days from the date it is made available to Customer and continuing for the period that the software is used.
- b. **Copy and Adaptation.** Unless otherwise permitted by HP, Customer may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software. If Customer makes a copy for backup purposes and installs such copy on a backup device, unless otherwise provided in the SLI, Customer may not operate such backup installation of the Software without paying an additional license fee, except in cases where the original device becomes inoperable. If a copy is activated on a backup device in response to failure of the original device, the Use on the backup device must be discontinued when the original or replacement device becomes operable. Customer may not copy the Software onto or otherwise Use or make it available on, to, or through any public or external distributed network. Licenses that allow Use over Customer's intranet require restricted access by authorized users only.
- c. **Copyright Notice.** Customer must reproduce all copyright notices that appear in or on the Software (including documentation) on all permitted copies or adaptations. Copies of documentation are limited to internal use.
- d. **Designated System.** Notwithstanding anything to the contrary herein, the Software License for certain Software, as identified in SLI, is non-transferable and for Use only on a computer system owned, controlled, or operated by or solely on behalf of Customer and may be further identified by HP by the combination of a unique number and a specific system type ("Designated System") and such license will terminate in the event of a change in either the system number or system type, an unauthorized relocation, or if the Designated System ceases to be within the possession or control

of Customer.

- e. OS Software. Operating system Software may only be used when operating the associated Hardware in configurations as approved, sold, or subsequently upgraded by HP or an HP Business Partner.
- f. Changes. Customer will not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the Software. Where Customer has other rights mandated under statute, Customer will provide HP with reasonably detailed information regarding any intended modifications, reverse engineering, disassembly, decryption, or decompilation and the purposes therefore.
- g. Use for Service Provision. Extending the Use of Software to any person or entity other than Customer as a function of providing services, (i.e.; making the Software available through a commercial timesharing or service bureau) must be authorized in writing by HP prior to such use and may require additional licenses and fees.
- h. Consultant Use and Access. Subject to the terms and conditions of this Agreement, Customer may permit a consultant or subcontractor to Use Software at the licensed location for the sole purpose of providing services to Customer. Customer will be responsible and directly liable to HP for consultants' compliance with this Agreement.

6. LICENSE TERM AND TERMINATION

Unless a different time period for the license is specified in the applicable SLI or quotation, the Software License granted to Customer will be perpetual, provided however that HP may terminate the Software License upon notice for failure to comply with this Agreement. Immediately upon termination of the Software License or upon expiration of any individual limited term license, Customer will destroy the Software and all copies of the Software subject to the termination or expiration or return them to HP. Customer shall remove and destroy or return to HP any copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's database. Customer may retain one copy of the Software subsequent to termination solely for archival purposes only. At HP's request, Customer will certify in writing to HP that Customer has complied with these requirements.

7. LICENSE TRANSFER

Customer may not sublicense, assign, transfer, rent, or lease the Software or the Software License to any other party except as permitted in this section. Except as provided in sub-section 5.d above, HP Branded Software licenses are transferable subject to HP's prior written authorization and payment to HP of any applicable fees or compliance with applicable third party terms. Upon transfer of the Software License Customer's rights under the License will terminate and Customer will immediately deliver the Software and all copies to the transferee. The transferee must agree in writing to the terms of the Software License, and, upon such agreement, the transferee will be considered the "Customer" for purposes of the license terms. Customer may transfer firmware only upon transfer of the associated Hardware.

8. U.S. FEDERAL GOVERNMENT USE

If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under HP's standard commercial license.

9. COMPLIANCE

Customer agrees that HP may audit Customer's compliance with the Software License terms. Any such audit would be at HP's expense, require reasonable notice, and would be performed during normal business hours. If an audit reveals underpayments then Customer will immediately pay HP such underpayments together with the costs reasonably incurred by HP in connection with the audit and seeking compliance with this sub-section.

10. WARRANTY

HP Branded Software will materially conform to its Specifications. If a warranty period is not specified for HP Branded Software, the warranty period will be ninety (90) days from the delivery date.

11. VIRUS WARRANTY

HP warrants that any physical media containing HP Branded Software will be shipped free of viruses.

12. WARRANTY LIMITATION

HP does not warrant that the operation of Software will be uninterrupted or error free, or that Software will operate in Hardware and Software combinations other than as expressly required by HP in the Product Specifications or that Software will meet requirements specified by Customer.

13. EXCLUSIVE REMEDIES

If notified of a valid warranty claim during the warranty period, HP will, at its option, correct the warranty defect for HP Branded Software, or replace such Software. If HP is unable, within a reasonable time, to complete the correction, or replace such Software, Customer will be entitled to a refund of the purchase price paid upon prompt return of such Software to HP. Customer will pay expenses for return of such Software to HP. HP will pay expenses for shipment of repaired or replacement Software to Customer. This sub-section 13 states HP's entire liability for warranty claims.

14. IMPLIED LICENSE

There are no implied licenses.

EXHIBIT E – AUDITS MPA B27164

SALES AUDIT PLAN

The "HP" 2009-2014 WSCA/NASPO Personal Computer and Related Devices Contract, Sales Audit Plan" specifies the sales audit plan and sale audit report format, as it applies to Section 46.A of the Master Price Agreement B27164.

Audit Purpose: To confirm and ensure contract compliance. The audit will confirm if the agency paid the PSS discount price or a lower price in accordance with Section 13, Price Guarantee.

Audit Responsibility: HP WSCA Primary Account Representative/Contract Program Manager (HP Program Management)

Audit Conducted: Weekly

Audit Results Timeframe: Provided to WSCA/NASPO Administrator Quarterly as required by WSCA/NASPO.

Audit Process

Step 1 On a weekly basis the HP WSCA/NASPO Contract Program Manager will obtain two reports; 1) summary activity (total number of orders) and 2) weekly orders. These reports will be used to pull one tenth of one percent (.001) of orders weekly.

Step 2 The HP WSCA/NASPO Primary Account Representative/Contract Program Manager will pull at random one tenth of one percent of orders covering all Bands within the PSS, if procured

Step 3 The HP WSCA/NASPO Contract Program Manager will pull the online copies of Purchase Order and Invoices based on the random one tenth of one percent of orders selected

Step 4 The information on the Purchase Order and invoice will be documented in an excel file.

Step 5 The HP WSCA/NASPO Contract Program Manager will compare the pricing on the line item detail report in comparison with the Purchase Order/Invoice and HP WSCA/NASPO Contract PSS Discounts in an excel file and compile audit results.

Step 6 The HP WSCA/NASPO Contract Program Manager will provide the WSCA/NASPO Administrator in email, as noted in the Mandatory Meeting on 3/31, the following information covering a Quarter of the above audit detail/results:

1. Total Number of Purchase Orders during the timeframe
2. Total Number of Purchase Orders/Invoices audited based on the one tenth of a percent or no more then 100 purchase orders/invoices if there are more then 100,000 orders.
3. Results in a brief summary

Step 7 HP will request approval by the WSCA/NASPO administrator on the format of the first submission of the sales audit to ensure this meets with the guidelines of the WSCA/NASPO administrator.

Step 8 The HP WSCA/NASPO Contract Program Manager will provide the final documents and results to the HP Contract Operations team for our records.

WEBSITE PRICING AUDITS

Website Pricing Audits as it applies to Section 46.A, of the Master Price Agreement B27164, is specified below.

HP has different team members that audit the pricing and websites. First, the WNPSP and other State standards pricing is monitored and updated by a set of team members daily and weekly and these are also monitored by the HP Contract Program Management team and inside sales teams on an ongoing basis, monthly and quarterly, see below schedule.

Next, the PSS catalog file that HP will create for the new WSCA contract is tied to the then current HP List price and category percentages for each Band as noted in the HP PSS discount structure, which automatically generates the pricing fed to the website to calculate the pricing. As you may know with emerging technology, the list price can change weekly so this automated feature ensures the pre-calculated pricing is flowing accurately to the website.

In addition to the sales audit plan attached to this response, the HP Program Management team is instituting an additional website audit that will be conducted bi-monthly on the PSS and monthly covering both the WNPSP and State Specific Standards website pricing as noted on the below schedule.

As a normal course of business, HP contract operations and compliance teams conduct spot checks and internal audits to ensure compliance through a variety of internal audits, which will also continue. HP takes contract compliance seriously and even has an entire team dedicated to Government contract management, operations and compliance.

WNPSP/State Specific Standards					
	Daily	Weekly	Monthly	Bi-Monthly	Quarterly
WSCA/NASPO main site	Initial Setup	Initial Setup	X	X	X
WSCA Participating State Sites	Initial Setup	Initial Setup	X	X	X
PSS Website Audits					
		Weekly	Monthly	Bi-Monthly	Quarterly
WSCA/NASPO main site				X	
WSCA Participating State Sites				X	
Standard HP Internal Audits					
		Weekly	Monthly	Bi-Monthly	Quarterly
WSCA/NASPO main site					X
WSCA Participating State Sites					X

**Addendum to Master Price Agreement
Between
Hewlett Packard Company
And**

**State of Minnesota, Materials Management Division
Representing the Western States Contracting Alliance (WSCA) and
the National Association of State Procurement Officials (NASPO)
Lead State Contract #: B27164 Executed on: July 2, 2009**

July 23, 2009

Page 1 of 2

This Master Price Agreement Addendum governs Hewlett Packard Company's (hereinafter "CONTRACTOR") use of the NASPO/WSCA name and logo during the term of this Master Price Agreement and amendments to this Master Price Agreement. CONTRACTOR may use the name and logo only as set forth below. Any use not expressly permitted herein is prohibited, and such use constitutes a material breach of the Master Price Agreement with the Lead State and all Participating States.

- 1. CONTRACTOR may display the NASPO/WSCA name and logo on the face of the Master Price Agreement, including all electronic and hard copy versions.**
 - 2. CONTRACTOR and its subcontractors, resellers, and agents may display the NASPO/WSCA names and logos on a web site as a "click on" link to the Master Price Agreement. No other use of the logos or names is permitted on any web site, except as permitted in paragraphs 1 and 3.**
 - 3. With, and only with, prior written approval of the Lead State Contract Administrator, CONTRACTOR may advertise the Master Price Agreement in publications and promotional materials aimed at state and local government entities eligible to use the Master Price Agreement. The sole focus and intent of such advertisements must be to increase participation in the Master Price Agreement. The NASPO/WSCA names may be used and the logos displayed in the advertisement ONLY as it relates to the Master Price Agreement. The Lead State Contract Administrator's approval must encompass the content and appearance of the advertisement and the media in which the advertisement will appear.**
 - 4. CONTRACTOR may not make explicit or implicit representations concerning the opinion of NASPO/WSCA, the Lead State, or any Participating State regarding CONTRACTOR or its products or services. This restriction includes general use of the NASPO/WSCA names and logos NOT directly linked to or related to this Master Price Agreement.**
 - 5. CONTRACTOR must ensure that its sub-contractors, resellers, and agents adhere to the terms of this Addendum, and CONTRACTOR is responsible for any breach by these entities.**
 - 6. CONTRACTOR must immediately cease all use of the NASPO/WSCA names and logos if directed to do so in writing by the Lead State Contract Administrator, and CONTRACTOR must ensure that its sub-contractors, resellers, and agents immediately cease all use.**
 - 7. CONTRACTOR shall not make, or permit its subcontractors, resellers, or agents to make, any alterations to NASPO's or WSCA's names or logos (including characters, style and colors) and CONTRACTOR shall not use or permit the use of NASPO's or WSCA's names or logos in a manner or context that could adversely affect NASPO's/WSCA's integrity, goodwill, or reputation.**
 - 8. Upon termination or expiration of the Master Price Agreement, CONTRACTOR and its sub- contractors, re-sellers, and agents must cease all use of the NASPO/WSCA names and logos; except that, CONTRACTOR may use the NASPO/WSCA names for reference purposes in a description of its prior experience.**
-

SIGNATURE PAGE - NEXT PAGE

**Addendum to Master Price Agreement
Between
Hewlett Packard Company
And**

**State of Minnesota, Materials Management Division
Representing the Western States Contracting Alliance (WSCA) and
the National Association of State Procurement Officials (NASPO)
Lead State Contract #: B27164 Executed on: July 2, 2009**

July 23, 2009

Page 2 of 2

Acknowledged:

CONTRACTOR: HP

The Contractor certifies that the appropriate person(s) have executed this agreement on behalf of the Contractor as required by applicable articles, by laws, resolutions, or ordinances.

Christa Baile

Signature

Contract Negotiator

Title

July 23, 2009

Date

LEAD STATE:

In accordance with state statutes or rules.

Bernadette Kopischke

Signature

Acq. Supvr.

Title

7/29/09

Date



WSCA/NASPO Contract Administration

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

**AMENDMENT NUMBER: ONE (1)
TO CONTRACT NUMBER: B27164**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, and on behalf of the WSCA/NASPO ("Lead State") and Hewlett Packard Company, Hewlett-Packard Company, 11445 Compaq Center Drive W, Houston, TX 77070 (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27164, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment, peripherals and related services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract specifically state that the Contractor shall provide the basic warranty coverage as listed in its PSS. The HP-branded Products available in Bands 1 through 7 have a manufacturer standard warranty period that ranges from one year to three years. (Bands 1. Servers; 2. Workstations; 3. Printers; 4. Storage Solutions; 5. PDA's; 6. Instructional and Public Safety Bundles; and 7. Monitors)

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Contractor may offer one-year and/or two-year warranties for each Band of equipment provided in addition to the three-year warranty currently being offered. The Contractor shall show these as options when configuring a system/obtaining a quote, as a reduction in the cost of the equipment.

This Amendment is effective beginning on the date that the final required signatures are obtained, and shall remain in effect until August 31, 2012, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

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WSCA/NASPO Contract Administration

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. HEWLETT PACKARD COMPANY

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Christa Bach*

Title: Contract Negotiator

Date: 09/17/2010

By: _____

Title: _____

Date: _____

2. LEAD STATE

MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: *Bernadette Kapischke*

Title: Acquisitions Supervisor

Date: 9/21/10

3. LEAD STATE

COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: *Brenda Willard*

Date: 9/21/10



WSCA/NASPO Contract Administration

112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Fax: 651.297.3996
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<http://www.mmd.admin.state.mn.us>

**WSCA/NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27164
AMENDMENT NUMBER 2**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Hewlett Packard Company (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27164, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Contract is extended through August 31, 2014.
2. The configuration limit of servers and storage may be increased up to \$500,000 if this limit is approved by the State in their Participating Addendum.
3. The Premium Saving Package "Intent to Participate" document may be eliminated IF participation in the Premium Savings Package is approved by the State in their Participating Addendum.
4. Section 57, is hereby modified to state, "Contractor's involvement with E-Rate will be through Contractor's authorized Reseller Agent SPIN numbers only, utilized for K-12 procuring entities that receive E-Rate funding.

This Amendment is effective beginning on September 1, 2012, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until August 31, 2014 or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.



WSCA/NASPO Contract Administration

112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Fax: 651.297.3996
TTY: MN Relay Service 1.800.627.3529
<http://www.mmd.admin.state.mn.us>

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Nancy Lenkowski

Title: Contract Administrator

Date: 6/25/2012

By: _____

Title: _____

Date: _____

2. LEAD STATE

MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: Joe Kahle

Title: Acquisition Management Specialist

Date: 7/9/12

3. LEAD STATE

COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Lucas J. Jarnutt

Date: 7/9/2012

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

State of Missouri

[hereinafter "Participating State"]

State of Missouri/Contract #B27164

Page 1 of 4

1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota by the State of Missouri for use by political subdivisions of the State of Missouri. Agencies governed by chapter 34 RSMo are specifically prohibited from using this agreement unless specifically authorized by the Director of Purchasing and Materials Management for the State of Missouri.

2. Participation

Use of specific WSCA/NASPO cooperative contract shall be governed by the scope as approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Changes:

No changes are required.

4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda for the WSCA/NASPO PC Contracts 2004-2009 are hereby extended to include participation in the WSCA/NASPO PC Contracts 2009-2014.

The authorization to participate in the WSCA/NASPO PC Contracts 2004-2009 is sufficient to permit participation in the WSCA/NASPO PC Contracts 2009-2014.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

State of Missouri

[hereinafter "Participating State"]

State of Missouri/Contract #B27164

Page 2 of 4

5. Lease Agreements

The political subdivisions of the State of Missouri are approved to utilize the lease agreement for equipment with no changes to the terms and conditions. Agencies governed by chapter 34 RSMo are specifically prohibited from using this lease agreement unless specifically authorized by the Director of Purchasing and Materials Management for the State of Missouri.

6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Bernadette Kopischke
Address: 112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2450
Fax: (651) 297-3996
E-mail: bernie.kopischke@state.mn.us

Contractor

Name: Debra Lee
Address: 442 Swan Blvd., Deerfield, IL 60015
Telephone: 847.537.0344
Fax: 281.927.5213
E-mail: debra.lee@hp.com

State of Missouri

Name: Brent Dixon
Address: P.O. Box 809, Jefferson City, MO 65102
Telephone: 573/751-4903

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

State of Missouri

[hereinafter "Participating State"]

State of Missouri/Contract #B27164

Page 3 of 4

Fax: 573/526-9818

E-mail: brent.dixon@oa.mo.gov

7. Servicing Subcontractors:

Only those HP Authorized subcontractors and/or resellers and service providers attached hereto or as listed on the HP/State website at www.hp.com/buy/wscaili are eligible to support the Price Agreement. The listed HP Authorized subcontractors and/or reseller agents and service providers are those providers included in HP's Partner One Reseller and/or Reseller Agent Program, and as approved by the Procuring Entity and HP.

Orders and payments are to be handled by HP directly unless otherwise mutually agreed by HP and the Procuring Entity as specified in this section of the Participating Addendum.

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number and Master Price Agreement Number: B27164

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide any required report to the ordering entity as required by law. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett Packard Company
[hereinafter "Contractor"]

and

State of Missouri
[hereinafter "Participating State"]

State of Missouri/Contract #B27164

Page 4 of 4

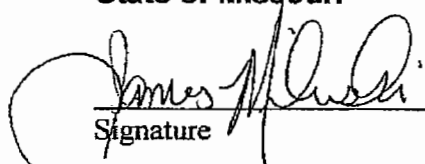
communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

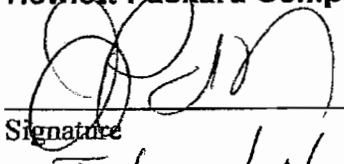
Signatures as required by State Statutes, Rules or Policies

State of Missouri

Hewlett-Packard Company



Signature



Signature

James Miluski

Printed Name

John deNoyelles

Printed Name

Director - OA/PMM

Title

U.S. Public Sector Compliance

Title

7/29/09

Date

8/6/09

Date



WSCA/NASPO PC Contract Administration
112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155
Fax: 651-297-3996, TTY: MN Relay Service 1-800-627-3529
<http://www.mmd.admin.state.mn.us/wsca/wsca.htm>

**INTENT TO PARTICIPATE
WSCA/NASPO PC CONTRACTS 2009-2014**

I. PURPOSE:

The purpose of this Agreement is to provide the members of the Western States Contracting Alliance (WSCA) and the National Association of State Procurement Officials (NASPO) with the opportunity to participate in a multi-state cooperative contract. Further, this Agreement shall identify the WSCA /NASPO parties to this contract and shall ensure a firm commitment from each party.

A cooperative procurement from **MANUFACTURERS OF PERSONAL COMPUTER EQUIPMENT AND RELATED DEVICES** is considered in the best interests of WSCA and the Participating States because:

1. Access to multi-state, defined and controlled offerings is a requirement of all WSCA/NASPO States to enable them to meet anticipated requirements for personal computers and related devices in a timely manner.
2. All States have a need for centralized reporting of personal computers and related devices ordering volume, to enable better management of these types of supplies
3. The industry is divided between manufacturers that predominately deal directly with end users and manufacturers that actively use resellers/VARs/partners/ distributors to deal with end users. This provides WSCA/NASPO an opportunity to accomplish many local procurement goals, while providing end users with options at a number of levels.
4. WSCA/NASPO expects that a centrally procured and administered personal computer equipment and related devices contracts will reduce pricing and achieve better efficiencies in ordering.
5. The solicitation and resulting contracts will be structured to accommodate any Participating States' localized requirements concerning availability of products in their geographical areas.



WCSA/NASPO PC Contract Administration

112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

Fax: 651-297-3996, TTY: MN Relay Service 1-800-627-3529

<http://www.mmd.admin.state.mn.us/wsca/wsca.htm>

INTENT TO PARTICIPATE WCSA/NASPO PC CONTRACTS 2009-2014

II. EFFECTIVE DATES OF THIS INTENT TO PARTICIPATE

This agreement shall remain in effect until the term of the contract, established in Section IV of this document, has ended or has been terminated for cause.

III. SCOPE OF THE CONTRACT

Scope Description. The Materials Management Division (MMD) of the Minnesota Department of Administration (Admin) will be requesting proposals on behalf of the State of Minnesota, the Western States Contracting Alliance (WCSA), and the National Association of State Procurement Officials (NASPO) from equipment manufacturers of:

- personal computers (desktop workstations, laptops and mobile);
- small, mid-range servers;
- storage solutions hardware for small LANS;
- individual or small shared printers;
- multifunctional (print, copy, scan, fax) printers;
- educational bundles ; and
- limited peripherals to support desktop computing.

Contractors **MUST** provide warranty and maintenance services on **ALL** equipment that is offered and purchased through the resulting contracts. Responders may also propose extended warranty and maintenance services as Value-Added services for equipment purchased from previous WCSA/NASPO contracts, as well as for equipment purchased from previous contracts Purchasing Entities may have had in place. Delivery, support, warranty, and maintenance may be provided by the contract awardees using subcontractors. The contract awardee is still responsible for the timeliness and quality of all services provided by individual sub-contractors. Subcontractor participation will be governed by individual Participating State procurement officials, who have the sole discretion to determine if they will accept services from a sub-contractor. Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts.

This RFP is divided into several bands (groups of units and configurations considered related to each other). The definition of bands is not subject to negotiations with potential Responders. Responders may respond to any or all bands. The State of Minnesota and WCSA/NASPO intend this procurement to result in **LIMITED** multiple source awards for each band.



WSCA/NASPO PC Contract Administration

112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

Fax: 651-297-3996, TTY: MN Relay Service 1-800-627-3529

<http://www.mmd.admin.state.mn.us/wsca/wsca.htm>

INTENT TO PARTICIPATE WSCA/NASPO PC CONTRACTS 2009-2014

“Educational” offerings, including hardware configurations and special purpose educational software included as part of the original purchase, are included in this RFP. The specific rules and restrictions of these “educational” offerings must be detailed in the response.

This request for proposals **IS NOT** for a one-stop, meet-any-and-all requirements contract. Rather, whole products, i.e. computers (laptop, desktop, mobile, etc.), servers, printers, including software pre-loaded on the equipment are to be purchased. The purchase of software is allowed only at the time of the purchase of the hardware. Maintenance parts, replacement hard drives, or cards, for example are NOT acceptable products. At the option of the Participating State procurement official, factory warranted upgrades for equipment previously purchased from the contracts resulting from this RFP, or the previous WSCA/NASPO PC contracts, as well as for equipment purchased from previous contracts Purchasing Entities may have had in place, may be included as part of the resulting contracts. Additionally, any resulting contract **IS NOT** a reseller contract; rather, it is the intent of this request for proposals to contract with equipment manufacturers. Each state represented by WSCA/NASPO that chooses to participate in this contract independently has the option of contracting for a one-stop shop contract, contracts with resellers or any other kind of PC or computer goods or services.

Potential Responders should be aware of several limitations and boundaries intended by the WSCA Directors in supporting the issuing of this RFP.

- The resulting contracts are NOT for the offer and purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations should not exceed \$100,000 each. Printers of all types and monitors per unit/configuration cost should not exceed \$50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed \$25,000 each. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States may set state specific limits in a participating addendum, with the prior approval of the WSCA Directors.

- Contract awardees should assume that the pricing accepted reflects individual or small quantity purchases. If a Participating State, or a group of Participating States or entities within a state(s), chooses to focus purchases on a “standard configuration,” this configuration will be defined and then competed within the pool of contract awardees for specific pricing. Any entity, at any time, that commits to purchasing



WCSA/NASPO PC Contract Administration

112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

Fax: 651-297-3996, TTY: MN Relay Service 1-800-627-3529

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INTENT TO PARTICIPATE WCSA/NASPO PC CONTRACTS 2009-2014

such a standard configuration unit(s) shall receive the same price from a contract awardee.

- MMD and the WCSA Directors acknowledge that individual units and configurations offered in 2009 will evolve during the potential life of the resulting contracts. It is our intent to adhere to the following processes in dealing with this change, evolution.

Substitution of units/configurations: MMD and the WCSA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations will be permitted with the prior written approval of the Contract Administrator.

Addition of units/configurations: MMD and the WCSA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units may be permitted, with the prior approval of the Contract Administrator and the WCSA Directors. The addition of new, emerging units and configurations is at the sole discretion of the Contract Administrator, subject only to review and approval of the WCSA Directors.

Permissive or Mandatory: Permissive contracts. Participating state has the option of making use mandatory.

Administrative Fee: An administrative fee of one-twentieth of one percent (0.005%) will be assessed centrally for purchases under the contract. WCSA/NASPO will approve the disbursement of funds to the State of Minnesota for administration of the procurement and resulting price agreements.

IV. TERM OF THE CONTRACT

The initial contract will be established for three (3) years from September 1, 2009 through August 31, 2012, with the option of two (2) one (1) year extensions.

V. SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION



WCSA/NASPO PC Contract Administration

112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

Fax: 651-297-3996, TTY: MN Relay Service 1-800-627-3529

<http://www.mmd.admin.state.mn.us/wsca/wsca.htm>

INTENT TO PARTICIPATE WCSA/NASPO PC CONTRACTS 2009-2014

Solicitation and contract development shall be accomplished in compliance with the WCSA Agreement of Understanding and the NASPO Memorandum of Understanding, incorporated herein by reference.

Solicitation Publication Period

Responders will be given in excess of 90 calendar days after publication to submit proposals.

Solicitation Type and Evaluation Criteria

This request for proposals will consider criteria other than price and will be evaluated based on specified and published criteria, contained in the RFP by a team of evaluators representing, currently, the following states:

Alaska	Arkansas	Louisiana
Minnesota	Montana	Nebraska
Nevada	New Jersey	North Dakota
Oregon	South Carolina	Tennessee

If a potential participating state wishes to be directly involved in the evaluation of responses, **WE MUST know BEFORE the middle of May, 2008** in order to get those individuals included in the process as it continues to go forward. At the direction of the WCSA Directors, the development of the 2009-2014 RFP has been underway since March, 2007. Please contact Paul Stembler, WCSA/NASPO PC Procurement Manager at paul.stembler@state.mn.us if you want to have staff involved or have any other questions.

Award(s): The solicitation will permit multiple awards. Multiple awards made by Participating States for use in their state will be administered by the Participating State

Additional Requested Information

Request each WCSA/NASPO member, desiring to participate in this contract, provide the following information to the Procurement Manager (Paul Stembler) as soon as possible:

1. Any known limitations on their State's ability to order commodities, such as those limitations that may arise because of the existence of mandatory price agreements.



WCSA/NASPO PC Contract Administration

112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55185
Fax: 651-297-3996, TTY: MN Relay Service 1-800-627-3529
<http://www.mmd.admin.state.mn.us/wcsa/wcsa.htm>

**INTENT TO PARTICIPATE
WCSA/NASPO PC CONTRACTS 2009-2014**

- 2. The State-specific terms and conditions that will govern orders placed within the Participating State, or other significant terms and conditions that may be required on the Participating Addendum.
- 3. Any participant specific data on purchases of these commodities, that were made outside of or in addition to purchases made under the WCSA/NASPO PC Contract 2004-2009.

PARTIES TO THIS AGREEMENT

The parties to this Agreement have affixed their signatures below in witness and in execution of this Intent to Contract,

Participating State: MISSOURI

This 19th day of May, 2008.

For Missouri entities not covered by Chapter 34 RSMo.

James Miluski Missouri
Printed Name and Title (State Chief Procurement Official or delegated alternate)

James Miluski
Signature

MMD for WCSA/NASPO:

This 19th day of May, 2008.

Paul Stembler, WCSA/NASPO PC Procurement Manager, for MMD and WCSA/NASPO

Paul Stembler

An executed copy of this intent to participate will be returned to the Participating State.

HP

AMENDMENT OFFER

SEE NEXT TAB HP2

ELIMINATED SPIN # WILL WORK TO SUPPORT PROGRAM STILL

PROJECTED SAVINGS:
\$320,546,683

Negotiated an additional 2% discount on volume purchasing programs. Additional discounts in band 1 of up to 13% Bands 2,3,4,5 & 6 increased the discounts from 10-23% for an average increase of discount of 15.88%. Savings based on conservative increase in discount of 13%.

Definitions:	US List = HP Internet List Price, Manufacturer List Price or HP's US Commercial List Price which is the List Price for that specific Product Set	US List Disc US List Discount	New Discount as of 9/1/2012 or Monday following fully executed extension
Third-Party = Third-Party Solutions; also may be referenced as 3PO (Third-Party Options)			
HP Renew = HP products s/bd "like new/refurbished"; products received same discounts and warranties as "like/same" new products.			
Band 1	Product Descriptions	US List Disc US List Discount	New Discount as of 9/1/2012 or Monday following fully executed extension
Industry Standard : HP ProLiant Entry-Level Servers & Associated Options	DL120, DL140, DL145, DL160, DL180, DL185, DL185, DL320, ML110, ML115, ML311	0.2	0.2
Core Servers & Associated Options	DL350, DL380, DL385, DL580, DL585, ML350, ML370, ML570	0.27	0.27
Blade Servers & Associated Options	BL260c, BL460c, BL465c, BL480c, BL680c, BL685c	0.27	0.27
Scaleable Datacenter Infrastructure	Scaleable Datacenter Infrastructure	0.27	0.27
8-Way Business Critical Servers (TR) & Assoc DL785	ProLiant Essentials, VMWare	0.27	0.27
Server Software (HP ProLiant)	Non-Discountable	0	0
Third-Party Options & Accessories (Applicabl)	SMARTBUYS, Microsoft Reseller Options Kits, CAL Packs, and Academic Licenses	0.07	0.07
HP Lefthand Servers	HP Lefthand Product Servers	0.05	0.05
Business Critical Se	HP Integrat: rx16x0 & Integrity Entry Level Accessories	0.1	0.2
	rx26x0 / rx36x0 & Related Accessories	0.15	0.2
	rx46x0 / rx66x0 & Related Accessories	0.15	0.26
	cx26x0 / cc33x0 & Related Accessories	0.15	0.2
PA Product	rx34x0 & PA Entry Level Accessories	0.15	0.35
	rx44x0 & Related Accessories	0.15	0.35
	Legacy rx54x0 & Related Accessories (Upgrat rx54x0 RMTK products only)	0.3	obsolete product no longer available
Note: Band 1 Discounts can be applied to HP Renew Products for HP Servers (same discounts and warranties as "like/same" new products)			New Discount as of 7/1/2012 or Monday following fully executed extension
Band 1 (Continued)	Product Descriptions	US List Disc US List Discount	New Discount as of 7/1/2012 or Monday following fully executed extension
Business Critical Se	HP Integrat: rx76x0 & Integrity Mid Range Accessories	0.15	0.3
	rx86x0 & Related Accessories	0.15	0.3
	Mid Range IA (CAP & Related Accessories	0.3	0.32
PA Product	rx74xx & HP9000 Mid Range Accessories	0.15	0.32
	rx84xx & Related Accessories	0.15	0.32
	Mid Range PA (CAP & Related Accessories	0.3	0.32
	Legacy rp74xx / 84xx & Related Accessories (Legacy rp74xx / 84xx & Related Accessories (Upgrades & Re-marketed Products O	0.3	0.32
Business Critical Se	HP Cell Bas PA Superdome	0.32	0.32
	IA Superdome & Shared PA / IA Superdome Integrity Superdome Servers - Accessories: Misc, Power, Rack, Options: Chassis/C	0.32	0.32
	Superdome (CAP & Related Accessories	0.3	0.3
	HP Cross In Miscellaneous Options & Accessory Products PA & IA Accessories used cross servers lines - H/H	0.1	0.3
	Miscellaneous Options & Accessory Products PA & IA Accessories used cross servers lines - Lo/Lo	0.1	0.3
Business Critical Se	HP PA & IA BL60p & Related Accessories	0.1	0.3
	BL860c, BL460c & Related Accessories	0.1	0.3
	BL870c & Related Products	0.1	0.3
Note: Band 1 Discounts can be applied to HP Renew Products for HP Servers (same discounts and warranties as "like/same" new products)			
Band 1 (Continued)	Product Descriptions	US List Disc US List Discount	New Discount as of 9/1/2012 or Monday following fully executed extension
Business Critical Se	HP Server (HP 9000 HP-UX PA Operating Environment	0.3	0.3
	Integrity HP-UX / OVMS Operating Environment	0.15	0.3
	HP-UX Layered Software	0.15	0.3
	Linux & Windows Operating Environment	0.15	0.3
	OVMS Layered Software	0.15	0.3
	Third-Party Options & Accessories (Applicabl)	0.07	0.07

Servers (All) HP Renew: HP Branded Servers (HP Renew) HP Branded Server Products (same discounts and warranties as like new products Same As New Product Note: Band 1 Discounts can be applied to HP Renew Products for HP Servers (same discounts and warranties as "like/same" new products)

Changes of Changes effective on or b Changes of Effective 9/1/2012

	US List Disc	US List Disc	US List Disc	US List Disc	US List Disc	US List Disc	US List Disc	US List Disc	US List Disc	US List Disc
Band 2										
HP Desktops										
Workstations (Desktops, Laptops, Tablet PCs)										
Entry-Level & Specialty Desktops	0.05	0.12								
Mid-Range	0.08	0.15								
Blade PC	0.1	0.1								
High-End and Blade PC	0.16	0.18								0.23 Effective 9/1/2012
Special Offer										
Point-of-Sale Systems and Accessories	0.1	0.18								
Desktop SMARTBUY	0	0								
Desktop CTO Modules	0.1	0.1								0.12
Desktop Options and Accessories	0.17	0.19								
Entry to Mid-Range Workstations	0.16	0.16								0.22
Blade Workstations	0.16	0.16								
High-End Workstations	0.2	0.2								0.24
Performance Workstations	0.24	0.24								
Workstation SMARTBUY	0	0								
Workstation CTO Modules	0.1	0.1								0.22
Workstation Options and Accessories	0.17	0.17								0.24
Thin Clients	0.1	0.1								0.16
Mobile Thin Clients	0.16	0.16								
Thin Client SMARTBUY	0	0								
Thin Client Options and Accessories	0.1	0.1								0.16
Entry-Level Notebooks	0.04	0.12								
Mini Tablet: Slate	0	0								
Touchpad & Accessories	0.05	0.13								0.05 New Discount as of 7/18/11
Mini Notebooks	0.05	0.08								
Ultra-light & Tablet PCs	0.1	0.13								
Mid-Range Notebooks	0.12	0.16								
Special Offer										0.21
High-End	0.16	0.18								
Special Offer										0.23
Notebook SMARTBUY	0	0								
Notebook & Tablet PC CTO Modules	0.1	0.11								
Notebook Options and Accessories	0.17	0.19								
Third-Party Options & Accessories (Applicabl Non-HP Branded Options and Accessories	0.07	0.07								
Printers (High Speed, Med Speed, Desktop, h Product Descriptions										
Printers										
Printer Options & Accessories										
Supplies										
Third-Party Options & Accessories (Applicabl Non-HP Branded Options and Accessories										
Storage Solutions										
HP XP Stor: XP Software - 12000, 10000, 1024/128, 512/4/ XP Software - 1024/128, 512/48										
XP Arrays - 12000, 10000, 1024/128										
XP Array Upgrades - 12000, 10000, 1024/128 XP Array Upgrades - 12000, 10000, 1024/128, 512/48/756										
HP XP 200C XP 20000/24000 Software										
XP 20000/24000 Hardware										
XP 20000/24000 Upgrades										
HP Enterpr: EVA 3000, 4000/4100 and 6000/6100										
EVA 5000/8000/8100, Cabinets & Accessorie										
HP Enterpr: EVA 4400 Hardware / Software Products										
EVA 4400 Hardware / Software										
HP Storage Clustered Gateway, WAN Accelerator										
Clustered Gateway, WAN Accelerator										

*Discount from HP Street Price

Other - LAN Equipment	HP ProCurve	Third-Party Software (General Purpose Softw	0
LAN Equipment	HP ProCurve	HP Classic ProCurve Networking Products & I	US List Discount
		HP Product Model Descriptions	0.34
		HP Classic ProCurve Networking Products & I	0.34
		HP ProCurve Networking/LAN Products & Op	0.34
		HP ProCurve Networking/LAN Products & Op	0.34
		Third Party Cisco LAN products	0.07
		Third-Party Options & Accessories (Applicabl	
Other - Digital Projectors	Digital Projectors	HP Product Model Descriptions	US List Discount
Digital Projectors	Third-Party Options & Accessories (Applicabl	All Digital Projectors	0.07
		HP Product Model Descriptions	0.07
Other - Services	Services	HP Product Model Descriptions	US List Discount
HP Services	HP Packaged Services (Carepaq)	All HP Fixed and Flexible Carepaq Offerings	0.2
	Global Integrated Services (Hardware Maint	Installation/de-installation, maintenance, support, training, migration, and optimi	0.18
	Hourly or Custom Services	See Attached Schedule for Detailed Rates	
	Services Labor		

See Attached Schedule for Detailed Rates

See Attached Schedule for Detailed Rates

See Attached Schedule for Detailed Rates

Search Results

Current Search Terms: hewlett* packard* company*

Your search for "Hewlett* Packard* Company*" returned the following results...

Entity	HEWLETT-PACKARD COMPANY	DUNS: 055189732	CAGE Code: 5B962	Has Active Exclusion?: No	DoDAAC:	Status: Active (+)	View Details
Entity	HEWLETT-PACKARD COMPANY	DUNS: 055189732	CAGE Code: 3FX88	Has Active Exclusion?: No	DoDAAC:	Status: Active (+)	View Details
Entity	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY	DUNS: 090754292	CAGE Code: 3UDZ9	Has Active Exclusion?: No	DoDAAC:	Status: Active (+)	View Details
Entity	HEWLETT-PACKARD COMPANY	DUNS: 134303192	CAGE Code: 1HQN9	Has Active Exclusion?: No	DoDAAC:	Status: Active (+)	View Details
Entity	Hewlett-Packard Company	DUNS: 009122532	CAGE Code: 3FFX3	Has Active Exclusion?: No	DoDAAC:	Status: Active (+)	View Details
Entity	HEWLETT-PACKARD COMPANY	DUNS: 964143887	CAGE Code: 3QPG7	Has Active Exclusion?: No	DoDAAC:	Status: Active (+)	View Details
Entity	HEWLETT-PACKARD COMPANY	DUNS: 071453880	CAGE Code: 0CN06	Has Active Exclusion?: No	DoDAAC:	Status: Active (+)	View Details
Entity	HEWLETT-PACKARD COMPANY	DUNS: 943796011	CAGE Code: 1LY15	Has Active Exclusion?: No	DoDAAC:	Status: Active (+)	View Details
Entity	HEWLETT-PACKARD COMPANY	DUNS: 049705585	CAGE Code: 1GNV5	Has Active Exclusion?: No	DoDAAC:	Status: Active (+)	View Details

SAM | System for Award Management 1.0

IBM v1.610.20130129-1039

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



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 2013

In the County Commission of said county, on the 28th day of February 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to purchase election iPads.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86850	Emergency Contingency	Contingency	29,925	
1132	91301	Election & Registration	Computer Hardware		29,925

Done this 28th day of February, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

Return to Auditor's Office
Please do not remove staple.

12/31/12
EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1123	86850	Emergency & Contingency	Contingency	29,925	
1132	91301	Election & Registration	Computer Hardware		29,925
				<u>29,925</u>	<u>29,925</u>

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

To move amount budgeted in Contingency to Department 1132 per planned replacement of pagers and laptops with tablets. This is per agreement between County Clerk and Commission in 09/11/2012n 3C Work-Session. Per the plan and agreement, the amount in Contingency would be used for purchase of 75 iPads with Election Services covering the remaining costs. Money reimbursed from State Grant would be split proportionally between the General Fund and Election Services Fund. A budget amendment will follow for the grant reimbursement allocations.

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO
If not, please explain (use an attachment if necessary):

Auditor - per 9/11/2012 work session between Commission + Clerk
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

[Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

Summary of Agreement with Commission per 09/11/2012 3C Work-Session (audio recording)
Prepared by Auditors Office
February 8, 2013

Noted points in work session from audio recording

Cost of \$59,925. Cost allocation - Amount in Contingency (\$29,925) from GF and balance paid by
 0:25:40 Election Services
 0:26:35 75 iPads to be purchased
 0:31:20 Split the grant reimbursement proportionally between GF and Election Services

Detail of iPad purchases from Election Services (account 91301)

#Purchased	Payment Date	Check#	Amount	Cost Per	
1	2/16/2012	169259	742.73	742.73	
8	12/5/2012	Pcard	5,039.92	629.99	
8	12/14/2012	173680	6,697.57	837.20	
70	12/14/2012	173726	58,099.30	829.99	
5	12/31/2012	174227	4,164.90	832.98	
<u>92</u>			<u>\$ 74,744.42</u>	<u>\$ 812.44</u>	Average Cost for Allocation

75 Original number of iPads to purchased to be allocated between GF and Election Services
 17 Additional iPads to be allocated to Election Services

Split Cost Allocation for 75 iPads between GF and Election Services

Weighted Average Cost per iPad	\$ 812.44	
Total Cost for 75 iPads	\$ 60,932.95	
General Fund Allocation (amount from Contingency)	29,925.00	49% allocation
Election Services Allocation (remaining less GF)	<u>31,007.95</u>	51% allocation
	\$ 60,932.95	

Cost Allocation for 17 Additional iPads to Election Services

Weighted Average Cost per iPad	\$ 812.44
Total cost for 17 iPads Allocated to Election Services	\$ 13,811.47
Total of Allocated Costs Above	<u><u>\$ 74,744.42</u></u>

Grant Reimbursement Allocation

Amount of State Reimbursement	\$ 31,000.00	Amount to be verified
General Fund Allocation	15,224.52	49% allocation
Election Services Allocation	<u>15,775.48</u>	51% allocation
	\$ 31,000.00	

STATE ELECTION IMPROVEMENT GRANT
PAYMENT REQUEST FORM

*Election Admin
Efficiency*

Local Election Authority:	Boone County Clerk	Date:	
Street Address:	301 E. Walnut St. Rm 236	Phone:	573-886-4295
City, State, Zip:	Columbia, MO 65201	Fax:	573-886-4300

Reimbursement Documentation - Please attach copies of all documentation to verify that you have incurred and paid all expenses requested. Refer to page 1 of Appendix B.

Payment Requested for (list Grant Option(s) Name from Appendix B)	Total Current Request
Example: Canvass	\$480.00
Line 1 <i>Petition - extra P.T. Help</i>	\$ 9,198.22
Line 2 <i>Pollworker</i>	\$ 16,560
Line 3 <i>EPOLL Book/ iPads</i>	\$ 31,449.78
Line 4	\$
Total Amount Requested	\$ 57,208.00

I hereby affirm that all expenses being submitted for reimbursement were expended and work completed as outlined in the applicable grant agreement.

[Signature]
Local Election Authority Authorized Signature

1-15-2012
Date

FOR SECRETARY OF STATE ELECTIONS DIVISION USE ONLY

PC Number	RC Number					
Vendor Number						
Line 1	Agency	231	Org	2020	Approp	3562
	Fund	0157	Rept Cat		comments:	
	Comm Line		Proj Code		Line 1 Payment Amount	
Line 2	Agency	231	Org	2020	Approp	3562
	Fund	0157	Rept Cat		comments:	
	Comm Line		Proj Code		Line 2 Payment Amount	
Line 3	Agency	231	Org	2020	Approp	3562
	Fund	0157	Rept Cat		comments:	
	Comm Line		Proj Code		Line 3 Payment Amount	
Line 4	Agency	231	Org	2020	Approp	3562
	Fund	0157	Rept Cat		comments:	
	Comm Line		Proj Code		Line 4 Payment Amount	
Invoice #						Payment Request Amount

Elections Certification

I hereby approve payment to this grantee in the amount entered above in the "Payment Request Amount" field in accordance with the signed agreement between this grantee and the Office of the Secretary of State. If applicable, a copy of the uploaded information is attached.

[Signature]
Elections Authorized Signature

[Date]
Date

VIQ Document #



Secretary of State's Office
Elections Division
PO Box 1767
Jefferson City, MO 65102
www.sos.mo.gov

RECEIVED
JAN 30 2012
BOONE COUNTY CLERK

Elections Administration Efficiency Grant Agreement

LEA Name: Boone County Clerk
LEA Address: 801 E. Walnut, Room 236
Columbia, MO 65201
LEA Contact: Ms. Wendy Noren
Grant Period: Begins on Secretary of State Official's signature date listed below
End Date is December 31, 2012

Grant Award Amount: \$57,208.00
Final Payment Reimbursement Request Due: February 14, 2013
Maximum number of replacement computers allowable: 20

Purpose

This grant provides assistance to local election authorities for improvements to the election process. The grant options offered include:

- Purchase of replacement computers/monitors;
- Purchase of electronic device(s);
- Hiring of temporary personnel for specified projects; and
- Polling place/process improvement.

The Local Election Authority (LEA) is to choose one or more specific grant option(s) from the approved list of option(s) contained in Appendix B which is attached and incorporated as a part of this agreement by reference. The LEA can request up to the total grant amount awarded through any combination of the options provided. Refer to Appendix B for specific option details and allowable costs.

General Instructions

- Make two copies of this form and sign each copy.
- Mail both copies to the Secretary of State's Office.
- One signed original will be mailed back to the LEA.
- A copy of the signed grant agreement may also be sent to the LEA via e-mail.
- The grant period will begin on the date the grant agreement is signed by an authorized official of the Secretary of State.
- Do not begin incurring related costs before the start of the grant period.
- The grant is subject to appropriation and cash availability.

CFDA Number

- There is no CFDA number associated with this grant.
- This does not have to be reported on your Schedule of Expenditures of Federal Awards (SEFA).

Elections Administration Efficiency Grant Agreement

Payment

Payment shall be made on a reimbursement basis as follows:

- LEA completing the attached **Payment Request Form** and submitting the required payment documentation;
- Reimbursement will be for allowable costs incurred after the date the grant is signed by an authorized official of the Secretary of State;
- Multiple reimbursement requests may be submitted, up to the maximum grant amount, on grants not providing for lump sum payment;
- Reimbursement requests must be submitted within 45 calendar days after the end of the grant period;
- Fax the **Payment Request Form** to (573)526-3242, or

Mail the **Payment Request Form** to:

Secretary of State, Elections Division
600 West Main Street, PO Box 1767
Jefferson City, MO 65102

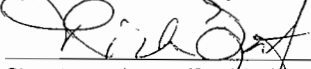
Electronic Devices

- Replacement computers and electronic devices purchased with the use of grant funds will be reimbursed based on the percentage of use for elections; and
- Personal digital assistants (PDA) or cellular phones must be used solely for elections.
- Single year maintenance and/or warranty should be purchased by the LEA as part of the cost of the equipment unless the vendor supplies written documentation showing a justifiable cost savings for a 2 year maintenance agreement.

LEA Grant Agreement Certification

We are aware of, and agree to comply with, all state and federal regulations, provisions and assurances required under this grant program as well as the accompanying terms and conditions and the allowable cost and reimbursement requirements for my grant including those contained in Appendix A and B hereby incorporated by reference and made a part of this agreement. We will carry out the grant agreement according to its purpose. This agreement has been authorized by the appropriate Local Election Authority. By signing this agreement the Secretary of State agrees to abide by the conditions and payment terms included within this grant, subject to appropriation and cash availability, and the Local Election Authority acknowledges compliance with and agrees to the grant agreement including the terms and conditions and all eligibility and reimbursement requirements incorporated therein.

Rich Lamb
Type name of Secretary of State Official


Signature, above official (in blue ink)

1/24/12
Date

Wendy S. Noren
Type name(s) of Local Election Authority


Signature, above official (in blue ink)

1-04-2012
Date

MAINSCR
BOONE

Journal Entry View Only Main Screen

ADJASON

09:24:58
2/13/13

Journal Entry Number A 2012 657 Date 12/31/2012

Description MOVE IPAD EXP BDGT 1123-86850 Finalized Y

Dept	Account	Debits	Credits
<u>2300</u>	<u>91301</u> <u>COMPUTER HARDWARE</u>		<u>29,925.00</u>
	Dept <u>ELECTION SERVICES</u>		
<u>1132</u>	<u>91301</u> <u>COMPUTER HARDWARE</u>	<u>29,925.00</u>	
	Dept <u>ELECTION & REGISTRATION</u>		
<u>230</u>	<u>1000</u> <u>CASH & INVEST IN TREASURY</u>	<u>29,925.00</u>	
	Dept <u>ELECTION SERVICES FUND</u>		
<u>100</u>	<u>1000</u> <u>CASH & INVEST IN TREASURY</u>		<u>29,925.00</u>
	Dept <u>GENERAL FUND</u>		

Bottom

Total Changes 59,850.00 59,850.00

F2=Key Scr F3=Exit F8=Fund Balance F11=Switch Line Mode

Year	<u>2012</u>	Original Appropriation	_____
Dept	<u>1132 ELECTION & REGISTRATION</u>	Revisions	_____
Acct	<u>91301 COMPUTER HARDWARE</u>	Original + Revisions	_____
Fund	<u>100 GENERAL FUND</u>	Expenditures	<u>29,925.00</u>
		Encumbrances	_____
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>29,925.00</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>29,925.00-</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>29,925.00-</u>

Transaction Code	Effective Date	Process Date	Amount
Code	Effective Description	Orig Document	Amount
40	12/31/2012 MOVE IPAD EXP BDGT 1123-86850	A 2012 657	29,925.00

Bottom

F2=Key Scr F3=Exit F6=Period Breakdowns F7=Transactions F8=View Document

Year 2012 Dept 1123 EMERGENCY & CONTINGENCY Finalized Y
 Account 86850 CONTINGENCY CY Proj _____
 Description Qty Amount

<u>FROM 1132 SUPPLEMENTAL- REPLACE PAGERS W/ TABLETS</u>		<u>9,000</u>
NOTES *PROPOSED SUPPLEMENTAL*	Total	9,000
<u>FROM 1170 SUPPLEMENTAL-RPLC LAPTOPS WITH TABLETS</u>	<u>93</u>	<u>225</u>
NOTES *PROPOSED SUPPLEMENTAL*	Total	20,925

Class 779,925 Class 2-8 779,925

F2=Key Scr F3=Exit
 F6=Dept Supplemental Budget F10=Notes *

	Bottom
Proposed Core	
Proposed Supplemental	<u>29,925</u>
Auditor Revisions	
Commission Revisions	
Total Budget	<u>29,925</u>

June Pitchford - Election iPad equipment purchase and Budget Revision from Contingency

From: June Pitchford
To: Dan Atwill; Janet Thompson; Karen Miller; WENDY NOREN; Wendy Noren
Date: 2/25/2013 1:22 PM
Subject: Election iPad equipment purchase and Budget Revision from Contingency
CC: Aron Gish; Caryn Ginter; Jason Gibson
Attachments: iPad purchase allocation..xls

Commissioners and Wendy:

This is to let you know that Jason will be handling a budget revision on an upcoming agenda pertaining to the FY 2012 **Contingency Appropriation** (election iPad equipment) and to provide background information. In addition, this provides a summary of how the "equipment usage charge" is currently handled for election cost purposes along with my recommendation regarding the funding source for future costs associated with iPad maintenance, repair, replacement, etc....

Background:

In working on the FY 2012 budget, Wendy requested \$9,000 to replace pagers with tablets (requested via the #1132 Election/Registration Budget) and \$20,925 to replace laptops with tablets (requested 93 @ \$225/ea through the IT budget, #1170). During budget work sessions, Wendy indicated that these were placeholder amounts as she had not yet determined the best technology solution. The combined requested amount (\$29,925) was moved to Contingency, with the understanding that Wendy would review the final equipment replacement plan with the Commission, identifying equipment to be purchased, funding sources to be used, and other county resources required for implementation (such as Information Technology) before the Contingency budget allocation would be released for spending.

Wendy and the Commission met on 9/11/2012 to discuss the plan. No one from my office or IT was present, so Jason and I listened to the recording to confirm the outcome. As shown on the attached summary, Wendy indicated that 75 iPads would be purchased using three funding sources: money set aside in Contingency, state grant funds, and money in the Election Services Fund. The Commission agreed. A total of 92 iPads were actually purchased and the invoices were initially coded to Election Services Fund with the expectation that the costs would be allocated at a later date according to the agreed-upon plan. As shown on the attachment, we have allocated the cost of 75 iPads as agreed upon in the 9/11/2012 work session with the cost of the additional 17 iPads charged to the Election Services Fund. The acquisition and cost allocation between funds has already occurred, so the budget revision is taking place "after the fact".

Going Forward: Equipment Maintenance, Repair, Replacement Costs, etc.. :

In the November 2012 election, the Clerk's Office charged \$50/poll for use of the iPads, which was paid to the Election Services Fund. Although it would be justifiable to pay a portion of this usage fee to the General Fund (because the GF paid a portion of the acquisition cost), my recommendation is that the usage fee continue to be paid to the Election Services Fund and that the Election Services Fund pay for ALL on-going equipment maintenance, repair, replacement costs, etc... associated with the iPads. As such, I would not expect IT to account for these iPads in their equipment replacement planning. (This does not encompass the issue of *technology support costs*, such as IT staff resources, which would need to be addressed separately.)

Note: Since the cost of the iPads is less than the statutory \$1,000 threshold for tagging as a fixed asset, my office does not intend to assign tag numbers and account for these in the fixed asset inventory.

Thanks,
June

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of February 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the DWI Grant through OSCA as stipulated in the attached Treatment Court Funding FY 2013 document and approves the following budget amendment to increase budget for Home Detention costs for the DWI Grant through OSCA and the Drug Courts Coordination Commission.

Effective: 7/1/2012 – 12/31/2012

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03451	Court Services Grants	State Grant Reimbursement		782.00
1243	71600	Court Services Grants	Equipment Lease & Rentals		782.00

Done this 28th of February, 2013.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

2012

REQUEST FOR BUDGET AMENDM

To: County Clerk's Office
Comm Order # 99-2013

BOONE COUNTY, MISSOURI

Return to Auditor's Office
Please do not remove staple.

12/14/12

EFFECTIVE DATE

2012

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	5	1	Court Services Grants	State Grant Reimbursement		\$782.00
1	2	4	3	7	1	6	0	0	Court Services Grants	Equipment Lease & Rentals		\$782.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase budget for Home Detention costs for the DWI Grant through OSCA and the Drug Courts Coordinating Commission from 7/1/12-12/31/12.**

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Agenda

Auditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

DWI GRANT

		DRUG COURT COORDINATING COMMISSION																
		(Pays vendors directly except for Home Detention - Pays that to Boone County)																
		July 2012 June 2013		July	August	September	October	November	December	January	February	March	April	May	June	Total Expenses	Balance	Total
Tracking - 71100		\$756.00	\$931.00	\$609.00	\$623.00	\$1,827.00	\$1,631.00									\$6,377.00	\$7,231.00	\$13,608.00
Testing - 96300		\$358.50	\$497.00	\$226.50	\$522.50	\$949.80	\$1,218.40									\$3,772.70	\$15,700.60	\$19,473.30
Sanctions - HD - 71600		\$0.00	\$47.26	\$118.20	\$227.14	\$275.70	\$112.83									\$781.15	\$6,137.55	\$6,918.70
Participant Education		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									\$0.00	\$0.00	\$0.00
Budget Total		\$1,114.50	\$1,475.26	\$953.70	\$1,372.64	\$3,052.50	\$2,962.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,933.83	\$28,989.15	\$40,000.00

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Year 2012 Original Appropriation Revisions
 Dept 1243 JUDICIAL GRANTS/CONTRACTS
 Acct 71600 EQUIP LEASES & METER CHRG Original + Revisions
 Fund 100 GENERAL FUND Expenditures

Class/Account A ACCOUNT Actual To Date
 Account Type E EXPENSE Remaining Balance
 Normal Balance D DEBIT Shadow Balance

Transaction Code	Effective Date	Description	Process Date	Amount
22	1/01/2012	***** ORIGINAL BUDGET *****	2012	716
50 10	2/28/2012	B I INCORPORATED	2012	716
24	7/31/2012	RECLASS SMRTBRD, GPS, POSTERS	2012	74
40	9/21/2012	MOVE HOME DET FEES TO GRNT BUD A	2012	454
50 10	9/24/2012	BI INCORPORATED	2012	4888
50 10	10/16/2012	BI INCORPORATED	2012	5277
40	10/19/2012	MOVE HOME DET FEES TO GRNT BDT A	2012	494
50 10	11/07/2012	BI INCORPORATED	2012	5707

More...

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SUBLSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN .2/01/13 11:06:54
 Year 2012 Original Appropriation 650.00
 Dept 1243 JUDICIAL GRANTS/CONTRACTS Revisions 650.00
 Acct 71600 EQUIP LEASES & METER CHRG Original + Revisions 1,300.00
 Fund 100 GENERAL FUND Expenditures 1,619.06
 Encumbrances
 Class/Account A ACCOUNT Actual To Date 1,619.06
 Account Type E EXPENSE Remaining Balance 319.06-
 Normal Balance D DEBIT Shadow Balance 319.06-

Transaction Code	Effective Date	Description	Process Date	Amount
50 10	11/29/2012	BI INCORPORATED	2012 6071	227.14
50 10	12/18/2012	BI INCORPORATED	2012 6522	275.70
50 10	12/18/2012	BI INCORPORATED	2012 6523	466.88
33	12/31/2012	JUVENILE OFFICE	2012 4332	426.23-
50 10	12/31/2012	BI INCORPORATED	2012 7061	112.83

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 F2=Key Scr F3=Exit F6=Period Breakdowns F7=Transactions F8=View Document



State of Missouri
Office of State Courts Administrator
Administrative Services

Issue Date	June 29, 2012	Award Amount
Contract Period	07/01/2012 to 6/30/2013	
		\$402,327.00

Treatment Court Funding FY 2013

In 2001, the Missouri General Assembly passed House Bill 471 creating this program. In accordance with state statute 478.009, the Drug Courts Coordinating Commission (DCCC) allocates funding from the Missouri Drug Court Resources Fund. These funds are to be used to support treatment, testing and case management activities as approved by the commission in your approved proposal. Courts are encouraged to utilize these funds in conjunction with other federal, state and local resources to support the drug court efforts in your jurisdiction.

Contract Number	<input checked="" type="checkbox"/> Original Contract
OSCA 13-001-13	<input type="checkbox"/> Contract Amendment

Court/Recipient Information	Project Director	OCSA Program Contact
The Honorable Gary Oxenhandler Presiding Judge 13th Judicial Circuit 705 East Walnut Street Columbia, Missouri 65201	Michael Pincivalli Treatment Court Administrator 13th Circuit Treatment Court 705 East Walnut Street Columbia, Missouri 65201	Angela Plunkett 573-522-8242
		OCSA Fiscal Contact
		Tara Smith 573-522-2616

Special Conditions of this award are attached. There are no special conditions of this award. Original RFP requirements only.

OSCA program staff and the Drug Courts Coordinating Commission have completed the evaluation process and awarded funding as indicated below.

Requested Funding - Boone and Callaway County Adult Court: \$355,522.10	Requested Funding - Veterans Court: \$3,582.00
Awarded Funding - Boone and Callaway County Adult Court: \$353,745.00	Awarded Funding - Veterans Court: \$3,582.00
Requested Funding - Boone County DWI Court: \$49,646.70	Requested Funding - Callaway County DWI Court: \$20,736.00
Awarded Funding - Boone County DWI Court: \$40,000.00	Awarded Funding - Callaway County DWI Court: \$5,000.00

Treatment Court Funding is awarded for the period July 1, 2012 through June 30, 2013. Invoices for services rendered during the prior contract period of July 1, 2011 through June 30, 2012 may be processed for payment during this new contract period. The Treatment Court will have 60 days after the start of this new contract period to submit invoices from the previous contract period. Expenditures reimbursed by OCSA during the new contract period will reduce the awarded amount.

Please Sign, Date and Return by Mail to:

Office of State Courts Administrator
 Attn: Contracts Unit
 PO Box 104480
 Jefferson City, MO 65110-4480

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature		OSCA Signature	
<i>[Signature]</i>		<i>[Signature]</i>	
Printed Name	Date	Printed Name	Date
		Gregory J. Linhares	
Residing Judge Signature		Title	
		State Courts Administrator	
Printed Name	Date	Printed Name	Date



DRUG COURTS COORDINATING COMMISSION

2112 INDUSTRIAL DRIVE
P. O. BOX 104480
JEFFERSON CITY, MISSOURI
65110
573-751-4377

JUDGE WILLIAM R. PRICE, JR., CHAIR
JUDGE LAWRENCE E. MOONEY
COMMISSIONER PEGGY DAVIS

GEORGE LOMBARDI, DIRECTOR, DEPT. OF CORRECTIONS
ANDREA SPILLARS, DEPUTY DIRECTOR, DEPT. OF PUBLIC SAFETY
MARK STRINGER, DIRECTOR, DIV. OF ALCOHOL AND DRUG ABUSE
BRIAN KINKADE, DEPUTY DIRECTOR, DEPT. OF SOCIAL SERVICES

June 27, 2012

The Honorable Judge Gary Oxenhandler
13th Judicial Circuit Adult/DWI/Veterans
705 E. Walnut Street
Columbia, MO 65201

Dear Judge Oxenhandler,

The Drug Courts Coordinating Commission (DCCC) is pleased to announce the 13th Judicial Circuit Adult/DWI/Veterans Treatment Court program(s) has been awarded a total of \$402,327.00 for fiscal year 2013.

Ninety-one proposals were received totaling over \$14.2 million in requests with available funds limited to \$6.4 million. Please be aware that due to the current economic conditions of the State of Missouri, it may be necessary for the commission to withhold a percentage of funds. If a decision to withhold funds is made, you will be notified of the changes of the award to your treatment court. However, local funding alternatives should be pursued such as a dedicated tax, direct subsidy, user fees, etc.

In determining funding for individual programs for the coming fiscal year, the DCCC looked at three different areas of performance based on 1) Compliance to the 10-Key Components, 2) Each program's recidivism and graduation rates, and 3) Each program's cost per participant. A weighted average was calculated and the 13th Judicial Circuit Adult/DWI/Veterans Treatment Court received an overall grade of B/A.

If the amount of funds your court requested differs from the amount awarded, please email a revised budget to osca.treatment.court@courts.mo.gov by July 15, 2012. Expenditures are reviewed on a monthly basis in relation to the revised budgets. It is necessary to be as accurate as possible in the planned monthly expenditures. If a program has not expended the budgeted funds as planned, notifications will be made to determine if all funds will be used. If some funds will not be used, the excess will be reallocated to other courts.

Enclosed is a one page award contract that must be signed, dated and returned to the address listed on the form by July 15, 2012, so that invoices can be paid for fiscal year 2013.

Each program will be required to submit the Certification of Compliance form each month, whether or not there are expenditures. Forms must be submitted by the 20th of each month following the month the expenditures were incurred. Due to the Drug Court Performance Measures, your court must maintain reporting efforts in the JIS Treatment Court forms. Those that are not maintaining the data in the system are at risk of losing funding from the DCCC.

As Chair of the Commission, I would like to thank each of you for your valued contributions to the drug court field. You make a tremendous difference in the lives of your clients and in the safety of your communities.

Sincerely,

William Ray Price, Jr.

The Honorable Christine Carpenter, Circuit Judge
The Honorable Carol England, Associate Circuit Judge
The Honorable Michael Bradley, Associate Circuit Judge
Mike Pindwall, Drug Court Administrator
Stacey Langendorfer, DWI Court Coordinator
Kathy Lloyd, Court Administrator

13th Judicial Circuit Court

Alternative Sentencing Court Programs

Boone County Adult Drug Court Program

Callaway County Adult Drug Court Program

Boone County Adult DWI Court Program

Callaway County Adult DWI Court Program

Boone County Adult Veterans Court Program

Fiscal Year 2013 Request for Proposal

The Honorable Judge Christine Carpenter

The Honorable Judge Carol England

The Honorable Michael Bradley

Drug Court / DWI Court Administrator Michael A. Princivalli

Mental Health Court / DWI Court Administrator Stacey Langendoerfer

Assistant to the Court Administrator Mary Epping

Contact Information:

Boone County Courthouse
607 East Ash Street
Columbia, MO, 65202
Phone (573) 886-4082
Fax (573) 886-4247

**Program Narrative for the 13th Judicial Circuit
Alternative Sentencing Court Programs
Fiscal Year 2013 Request for Proposal**

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Appendix

- I. Treatment Court Program Information Sheets (Exhibit A)
- II. Fiscal Year 2013 Budget Spreadsheets (Exhibit B)
- III. Other Funding Sources (Exhibit C)
- IV. Letters of Support

**Program Narrative for the 13th Judicial Circuit
Alternative Sentencing Court Programs
Fiscal Year 2013 Request for Proposal**

I. List of Approved Budget Categories:

A. Substance Abuse Treatment:

The Thirteenth Judicial Circuit Alternative Sentencing Court Programs have always recognized the central role substance abuse treatment plays within the alternative sentencing system. All programs have strived to maintain extremely high levels of services that cater to the individual needs of each participant that enters into the program. The areas of substance abuse treatment that are dependant on funding include, but are not limited to, the following: assessments, individual counseling, group counseling, group education, case management, residential support/day treatment, and treatment court day. The average cost for substance abuse treatment per participant per year is roughly around \$3,186.17; however treatment costs with these court programs are slightly lower than the average. With this in mind, the total amount of funding needed and requested for the individual programs in this proposal are as followed:

1. Boone and Callaway County Drug Courts:

A total of \$297,000.00 is requested for treatment for the Boone and Callaway County Drug Court Programs, which will have a combined capacity of 125 participants, but will only average about 100 participants through out the year.

2. Boone County DWI Court:

A total of \$0.00 is requested for treatment for the Boone County DWI Court Program. The Boone County DWI Court Program is considered a self-pay program, where the participant pays a minimum of \$3,000.00 in fees in order to cover their treatment costs.

3. Callaway County DWI Court:

A total of \$20,736.00 is requested for treatment for the Callaway County DWI Court Program. The Callaway County DWI Court Program is considered a self-pay program, similar to the Boone County DWI Court Program. The participant pays a minimum of \$1,875.00 in fees, as well as received an additional \$1,500.00 from Department of Mental Health Funding, for a total of \$3,375.00, in order to cover their treatment costs . In FY2012 the Callaway County DWI Court Program began operation and will be functioning at a capacity of 10 participants, but the program intends to double in size to a capacity of 20 participants during the FY2013 year. Of the additional 10 participants, 5 would be indigent clients. Indigent clients are defined as potential participants who would otherwise be qualified for the Callaway

County DWI Court Program but lack the resources to participate in the self-pay program.

4. Boone County Veterans Court:

A total of \$0.00 is requested for the treatment for the Boone County Veterans Court Program. The Boone County Veterans Court will begin operation on January 1, 2013 with the capacity to serve 15 participants; however the Harry S. Truman Memorial Veterans' Hospital will be covering the participant's treatment costs at an estimated \$522,782.00 over the a three year period.

B. Drug and Alcohol Testing:

The Thirteenth Judicial Circuit Alternative Sentencing Court Programs have also recognized the necessary function that frequent, random and observed drug testing plays within the treatment court system. All programs have employed a randomized drug testing color system that, on average, tests an individual up to six times a month. All of the programs have also administered "Specialized Testing" in the form of the ETG (extended alcohol test), the Synthetic Cannabinoids test, and the Synthetic Stimulants testing in efforts to maintain an even higher level of supervision through drug testing.

During FY2012 the 13th Judicial Circuit Alternative Sentencing Programs added Global Testing Services as a vendor for Drug and Alcohol Testing for all the Boone County programs, which includes the standard 5-panel drug screens and the ETG testing. Redwood Toxicology Laboratory has been maintained as the vendor for the Callaway County programs, which includes the standard seven-panel drug screen and all the "Specialized Testing" mentioned above. Redwood Toxicology Laboratory will also serve as the Synthetic Cannabinoids and Stimulants testing for all Boone County programs, however this cost is being covered by the local Proposition L Tax and Adult Drug Court Fund. Additionally due to the increase in the testing prices with Global Testing Services, all participants are required to pay a \$2.00 co-pay when providing a drug and/or alcohol test.

The average cost for drug testing per participant per year is around \$416.88; however this may not include all of the random "Specialized Testing" not covered by the local funding sources, which would increase the yearly total. With this in mind, the total amount of funding needed and requested for the individual programs in this proposal are as followed:

1. Boone and Callaway County Drug Courts:

A total of \$41,688.00 is requested for the ability to test an average of 100 participants through out the year on average of six times per month and a total of \$2,916.00 to administer the random "Specialized Testing" not covered by the local funding sources, giving a yearly total of \$44,604.00 for drug and alcohol testing the participants in the Boone and Callaway County Drug Court Programs.

2. Boone County DWI Court:

A total of \$13,608.00 is requested for the ability to test an average of 30 participants throughout the year on average of six times per month for drug and alcohol testing the participants in the Boone County DWI Court Program; all “Specialized Testing” for this program are covered by the local Proposition L Tax and Adult Drug Court Fund.

3. Callaway County DWI Court:

A total of \$0.00 is requested for drug and alcohol testing for the Callaway County DWI Court Program. The Callaway County DWI Court Program currently has grant funding through the Highway Safety – DWI Court Pilot Project, a total of \$35,000.00, in which a portion of this funding is used to cover testing costs.

4. Boone County Veterans Court:

A total of \$3,582.00 is requested for the ability to test an average of 15 participants throughout the year on average of six times per month for drug and alcohol testing the participants in the Boone County Veterans Court Program; all “Specialized Testing” for this program are covered by the local Proposition L Tax and Adult Drug Court Fund.

C. Contractual Services:

The 13th Judicial Circuit Court utilizes Trackers in order to meet and supervise the participants of the various Alternative Sentencing Court Programs. The Trackers performs the activities outlined herein. The activities shall include, but not be limited to, conducting random face to face contacts with the participants on a weekly basis in the form of court meetings, home visits, and employment checks; verifying that there are no signs of drug or alcohol use by administering random breathalyzer tests and/or drug tests; and performing bar sweeps and monitoring other high crime/drug activity hot spots. In addition to normal tracking activities, the Trackers meet with the clients in the Boone County DWI Court at the Alternative Sentencing Court Building in the capacity of a “Probation Officer” where they conduct office visits, since misdemeanor clients are not supervised by State Probation and Parole Officers. The Trackers are also responsible for providing the Courts with accurate updated information regarding the participants, which will be discussed in staffings.

1. Boone and Callaway County Drug Courts:

A total of \$12,480.00 is requested for the ability to track an average of 100 participants. This will cover 5 hours a week of tracker contacts at a rate \$28.00 an hour for Boone County Drug Court participants and 5 hours a week of tracker contacts at a rate of \$20.00 an hour for Callaway County Drug Court participants x 52 weeks a year.

2. Boone County DWI Court:

A total of \$29,120.00 is needed for the ability to track an average of 30 participants. This will cover 20 hours a week of tracker contacts at \$28.00 an hour x 52 weeks a year.

3. Callaway County DWI Court:

A total of \$0.00 is requested for tracker services for the Callaway County DWI Court Program. The Callaway County DWI Court Program currently has grant funding through the Highway Safety – DWI Court Pilot Project, a total of \$35,000.00, in which a portion of this funding is used to cover Tracker costs.

4. Boone County Veterans Court:

A total of \$0.00 is requested for tracker services for the Boone County Veterans Court Program. The Boone County Veterans Court Program will be requesting BJA grant funding, in which a total of \$69,888 of this funding will be used to cover Tracker costs over a three year period.

D. Sanctions and Equipment:

The 13th Judicial Circuit Court, as part of the Alternative Sentencing Court Programs, has the ability to place participants on electronic monitoring as part of a sanction response to negative behavior. The Boone County DWI Court Program places each participant on home detention for a minimum of 32 days., this home detention is done in lieu of jail time for their arrest. Beyond the minimum 32 days of basic detention in the Boone County DWI Court, some clients need additional electronic monitoring services due to the nature of their employment, positive tests or for the fact that increased monitoring has been deemed appropriate for their continued participation in the program. The Alternative Sentencing Court Programs has implemented the use of electronic monitoring devices in these instances.

1. Boone and Callaway County Drug Courts:

A total of \$1,438.10 is requested for home detention and the Sobrietor equipment to monitor participants in the Boone and Callaway County Drug Courts that are not on probation, where in the cost for home detention and the Sobrietor equipment would be covered by Probation and Parole. Funds requested here will be used for participants that are on Diversion status in the program.

2. Boone County DWI Court:

A total of \$6,918.70 is requested for home detention and TAD equipment to monitor an average of 30 participants in the Boone County DWI Court.

3. Callaway County DWI Court:

A total of \$0.00 is requested for home detention and Sobriotor equipment to monitor participants in Callaway County DWI Court Program. The Callaway County DWI Court Program currently has grant funding through the Highway Safety – DWI Court Pilot Project, a total of \$35,000.00, in which a portion of this funding can be used to cover sanctions and equipment costs.

4. Boone County Veterans Court:

A total of \$ 0.00 is requested for home detention and the Sobriotor equipment to monitor participants in the Boone County Veterans Court. Participants in this program will either be covering the cost of the home detention and the Sobriotor equipment on their own or Probation and Parole will cover the cost if the participant is on probation.

II. List of Vendors and Services Provided:

A. Reality House Programs, Inc.

The Reality House Programs have served the 13th Judicial Circuit Alternative Sentencing Court Programs in two capacities, one as a community correctional center and the other as the treatment provider for the male and female participants of the various programs. This section will focus on the treatment services the facility provides to the participants for the Alternative Sentencing Court Programs. As part of this proposal request, the Reality House Programs, Inc., will provide the following services to the participants of the various Court Programs:

- **Assessment:** Each participant will be given an initial assessment upon entering into the program. This assessment, the Addiction Severity Index-MV5, is used to provide treatment with the necessary information in order to determine the most appropriate level of care. The cost per unit for the assessment is \$61.70 per assessment.
- **Individual Counseling:** Each participant within the program will average one individual counseling session per week through out their stay in the program. Individual counseling allows the individual, through one-on-one attention, the opportunity to deal with a number of personal issues and develop a recovery program. Relapse Prevention, Family, and Co-dependency counseling can also fall under this category, however this service is used less frequently. The cost per unit for this service is \$8.95 per ¼ hour.
- **Case Management:** Each participant within the program will have case management services available to them in hopes of bridging the gaps between individual's needs and community resources. The case management can assist the individual with, but won't be limited to: finding employment, helping with educational goals, setting up medical care and compliance, providing a link to mental health evaluations, and relapse prevention counseling. The cost per unit for this service is \$8.95 per ¼ hour when they receive this service.

- Group Counseling: Each participant within the program will average one group counseling session per week through out their stay in the program. Group counseling allows the individual the opportunity to process through personal and recovery issues with other individuals with similar issues. The cost per unit for this service is \$2.24 per ¼ hour.
- Group Education: Each participant within the program will average one group education session per week through out their stay in the program. Group education allows the individual to receive a number of topic focused groups that will permit a better understanding of what is needed to be successful in recovery and in their life. An additional service that will fall under Group Education will be a newly implemented Moral Reconciliation Therapy Group that will provide male and female candidates with a weekly group that will last anywhere from 20-30 weeks. The cost per unit for this service is \$2.24 per ¼ hour.
- Residential Support/Day Treatment: Each individual within the program has the opportunity of participating in the highest level of service, residential treatment, whenever deemed appropriate and necessary. Residential Support/Day Treatment gives the individual a full range of programming that will help them as they move back into less restrictive level of care. The cost per unit for this service \$79.80 per day they receive this service.
- Treatment Court Day: Each participant in the program has the benefit of full support through having representation of the counselors at the various Court staffings and court hearings. The ability to utilize the team approach, response effectively and in the most appropriate manner to the needs of the participant has been an extremely valuable service. The cost per unit for this service is \$8.95 per ¼ hour, about four hours per week.
- Drug Testing – Sample Collection: Each drug test that is submitted at the Reality House Programs, Inc. location is now billed to the program and is considered a drug/alcohol testing cost. The cost is \$1.00 per test.
- Trackers: Reality House Programs, Inc., have provided the Courts Trackers that have performed tracking services such as conducting random face to face contacts with the participants on a weekly basis in the form of court meetings, home visits, and employment checks; verifying that there are no signs of drug or alcohol use by administering random breathalyzer tests and/or drug tests; and performing bar sweeps and monitoring other high crime/drug activity hot spots. In addition to normal tracking activities, the Trackers meet with the clients in the Boone County DWI Court at the Alternative Sentencing Court Building in the capacity of a “Probation Officer” where they conduct office visits, since misdemeanor clients are not supervised by State Probation and Parole Officers. The cost for this service is \$28.00 per hour.

B. Family Counseling Center / McCambridge Center:

Family Counseling Center / McCambridge Center have served the 13th Judicial Circuit Alternative Sentencing Court Programs as the treatment provider for the male and female participants of the various programs. As part of this proposal request, Family Counseling Center / McCambridge Center, will provide the following services to the participants of

the various Court Programs which are similar to the ones listing above, however there are pricing differences:

- **Assessment:** Each participant will be given an initial assessment upon entering into the program. This assessment, the Addiction Severity Index-MV5, is used to provide treatment with the necessary information in order to determine the most appropriate level of care. The cost per unit for the assessment is \$132.15 per assessment.
- **Individual Counseling:** Each participant within the program will average one individual counseling session per week through out their stay in the program. Individual counseling allows the individual, through one-on-one attention, the opportunity to deal with a number of personal issues and develop a recovery program. Relapse Prevention, Family, and Co-dependency counseling can also fall under this category, however this service is used less frequently. The cost per unit for this service is \$13.33 per ¼ hour.
- **Case Management:** Each participant within the program will have case management services available to them in hopes of bridging the gaps between individual's needs and community resources. The case management can assist the individual with, but won't be limited to: finding employment, helping with educational goals, setting up medical care and compliance, providing a link to mental health evaluations, and relapse prevention counseling. The cost per unit for this service is \$11.09 per ¼ hour they receive this service.
- **Group Counseling:** Each participant within the program will average one group counseling session per week through out their stay in the program. Group counseling allows the individual the opportunity to process through personal and recovery issues with other individuals with similar issues. The cost per unit for this service is \$3.01 per ¼ hour.
- **Group Education:** Each participant within the program will average one group education session per week through out their stay in the program. Group education allows the individual to receive a number of topic focused groups that will permit a better understanding of what is needed to be successful in recovery and in their life. The cost per unit for this service is \$2.56 per ¼ hour.
- **Residential Support/Day Treatment:** Each individual within the program has the opportunity of participating in the highest level of service, residential treatment, whenever deemed appropriate and necessary. Residential Support/Day Treatment: gives the individual a full range of programming that will help them as they move back into less restrictive level of care. The cost per unit for this service is \$76.52 per day they receive this service.
- **Treatment Court Day:** Each participant in the program has the benefit of full support ~~through having representation of the counselors at the various Court staffings and court hearings.~~ The ability to utilize the team approach, response effectively and in the most appropriate manner to the needs of the participant has been an extremely valuable service. The cost per unit for this service is \$4.00 per ¼ hour, about four hours per week.

C. Phoenix Programs, Inc.

During the Fiscal Year 2012, the Phoenix Programs, Inc. have submitted a Treatment Provider RFP, which gives the 13th Judicial Circuit Alternative Sentencing Court Programs the opportunity to utilize the treatment services from the Phoenix Programs, Inc. As part of this proposal request, the Phoenix Program, Inc., may be asked to provide the following services to the participants of the various Court Programs which are similar to the ones listing above, however there are pricing differences.

- **Assessment:** Each participant will be given an initial assessment upon entering into the program. This assessment, the Addiction Severity Index-MV5, is used to provide treatment with the necessary information in order to determine the most appropriate level of care. The cost per unit for the assessment is \$132.15 per assessment.
- **Individual Counseling:** Each participant within the program will average one individual counseling session per week through out their stay in the program. Individual counseling allows the individual, through one-on-one attention, the opportunity to deal with a number of personal issues and develop a recovery program. Relapse Prevention, Family, and Co-dependency counseling can also fall under this category, however this service is used less frequently. The cost per unit for this service is \$13.33 per ¼ hour.
- **Case Management:** Each participant within the program will have case management services available to them in hopes of bridging the gaps between individual's needs and community resources. The case management can assist the individual with, but won't be limited to: finding employment, helping with educational goals, setting up medical care and compliance, providing a link to mental health evaluations, and relapse prevention counseling. The cost per unit for this service is \$11.09 per ¼ hour they receive this service.
- **Group Counseling:** Each participant within the program will average one group counseling session per week through out their stay in the program. Group counseling allows the individual the opportunity to process through personal and recovery issues with other individuals with similar issues. The cost per unit for this service is \$3.01 per ¼ hour.
- **Group Education:** Each participant within the program will average one group education session per week through out their stay in the program. Group education allows the individual to receive a number of topic focused groups that will permit a better understanding of what is needed to be successful in recovery and in their life. The cost per unit for this service is \$2.58 per ¼ hour.
- **Residential Support/Day Treatment:** Each individual within the program has the opportunity of participating in the highest level of service, residential treatment, whenever deemed appropriate and necessary. Residential Support/Day Treatment: gives the individual a full range of programming that will help them as they move back into less restrictive level of care. The cost per unit for this service is \$26.33 per day they receive this service.

D. Global Testing Services:

During FY2012 the 13th Judicial Circuit Alternative Sentencing Programs added Global Testing Services as a vendor for Drug and Alcohol Testing for all the Boone County programs, which includes the standard 5-panel drug screens and the ETG testing. Additionally due to the increase in the testing prices with Global Testing Services, all participants are required to pay a \$2.00 co-pay when providing a drug and/or alcohol test.

- Five-Panel Test: Each participant within the various programs will be subjected to being randomly tested on average of six times total per month through out their stay in the various programs. The cost per unit for this drug test is \$8.30 per test, minus the \$2.00 co-pay, totaling \$6.30 per test.
- ETG Tests: Each participant with the various programs will be subjected to being randomly tested on average of six times total per month through out their stay in the various programs. An ETG testing also includes one panel screening for the participants' drug of choice. The cost per unit for this drug test is \$8.30 per test, minus the \$2.00 co-pay, totaling \$6.30 per test.

E. Redwood Toxicology Laboratory:

Redwood Toxicology Laboratory has been maintained as the vendor for the Callaway County programs, which includes the standard seven-panel drug screen and all the "Specialized Testing" mentioned above. Redwood Toxicology Laboratory will also serve as the Synthetic Cannabinoids and Stimulants testing for all Boone County programs, however this cost is being covered by the local Proposition L Tax and Adult Drug Court Fund. In addition to providing laboratory testing, Redwood Toxicology provides on-site testing kits to the various programs, however the on-site drug tests are purchased through the local Proposition L Tax and Adult Drug Court Fund. As part of this proposal request, the 13th Judicial Circuit Alternative Sentencing Court Programs are requesting funds only for laboratory testing.

- Seven-Panel Test: Each participant within the program will be subjected to being randomly tested on average of six times per month through out their stay in the program. The cost per unit for this drug test is \$3.75 per test.
- Specialized Testing: Each participant within the program will be subjected to being randomly tested for ETG, Synthetic Cannabinoids, and Synthetic Stimulants through out their stay in the program. The cost per unit for these drug tests are as follows: the ETG test is \$13.00 per test, the Synthetic Cannabinoids test is \$20.00 per test, and the Synthetic Stimulant test is \$35.00 per test.

F. Trackers:

Currently the Callaway County DWI Court Program utilizes two trackers, Andre Cook and Ronnie O'Neal, who perform tracker services for participants within this program. These services include, but are not limited to, conducting random face to face contacts with the participants on a weekly basis in the form of court meetings, home visits, and

employment checks; verifying that there are no signs of drug or alcohol use by administering random breathalyzer tests and/or drug tests; and performing bar sweeps and monitoring other high crime/drug activity hot spots. As part of the FY 2013 request for proposal, the Callaway County Drug Court program will be requesting funds to utilize these tracker services as well. The cost for this service is \$20.00 per hour.

III. Fiscal Year 2013 RFP Itemized Budget Justification Tables:

A. Boone and Callaway County Drug Court:

Nature of Service	Basis for Cost Estimate	Total Cost
Substance Abuse Treatment		
Assessments	125 participants x (\$61.70-\$132.15) per assessment *	\$10,400.00
Individual Counseling	100 participants x (\$8.95-\$13.33) per unit x 4 units x 52 weeks *	\$120,400.00
Case Management	100 participants x (\$8.95-\$11.09) per unit x 2 units x 52 weeks *	\$12,900.00
Group Counseling	100 participants x (\$2.24-\$3.01) per unit x 6 units x 52 weeks *	\$38,700.00
Group Education	100 participants x (\$2.24-\$2.56) per unit x 4 units x 52 weeks *	\$27,900.00
Residential Treatment	3 participants x (\$76.52-\$79.80) per day x 365 days *	\$64,500.00
Drug Court Day	4 individuals x (\$4.00-\$8.95) per unit x 20 units x 52 weeks *	\$22,200.00
	Total for Substance Abuse Treatment	\$297,000.00
Drug Testing		
Global Testing Services	80 participants x 6 tests per month x 12 months x \$8.30 per test (minus \$2.00 co-pay)	\$36,288.00
Redwood Toxicology Laboratory	20 participants x 6 tests per month x 12 months x \$3.75 per test	\$5,400.00
	6 participants x 12 months x \$13.00 per ETG test	\$936.00
	3 participants x 12 months x \$20.00 per Synthetic Cannabinoids test	\$720.00
	3 participants x 12 months x \$35.00 per Synthetic Stimulant test	\$1,260.00
	Total for Drug Testing	\$44,604.00
Contractual Services		
Trackers	10 hours per week x (\$20.00-\$28.00) x 52 weeks	\$12,480.00

	Total for Contractual Services	\$12,480.00
Sanctions		
Home Detention	1 participant x \$1.79 a day x 365 days	\$635.35
Sobriotor	1 participant x \$2.15 a day x 365 days	\$784.75
	Total for Sanctions and Equipment	\$1,438.10
	GRAND TOTAL REQUESTED	\$355,522.10

(* Total amounts are reduced by anticipated third party payments (i.e., C-Star, insurance, etc.), non-court days, holidays, and client's progression in the program.)

B. Boone County DWI Court:

Drug Testing		
Global Testing Services	30 participants x 6 tests per month x 12 months x \$8.30 per test (minus \$2.00 co-pay)	\$13,608.00
	Total for Drug Testing	\$13,608.00
Contractual Services		
Trackers	20 hours per week x \$28.00 x 52 weeks	\$29,120.00
	Total for Contractual Services	\$29,120.00
Sanctions		
Home Detention	30 participant x 32 days x \$1.79 a day	\$1,718.00
Sobriotor	7 participant x 85 days x \$8.74 a day	\$5,200.30
	Total for Sanctions and Equipment	\$6,918.70
	GRAND TOTAL REQUESTED	\$49,646.70

C. Callaway County DWI Court:

Nature of Service	Basis for Cost Estimate	Total Cost
Substance Abuse Treatment		
Assessments	5 participants x 132.15 per assessment *	\$660.75
Individual Counseling	5 participants x \$13.33 per unit x 4 units x 52 weeks *	\$10,500.60
Group Counseling	5 participants x \$3.01 per unit x 6 units x 52 weeks *	\$3,300.65
Group Education	5 participants x 2.56 per unit x 4 units x 52 weeks *	\$1,400.40
Residential Treatment	2 participants x (\$76.52-\$79.80) per day x 30 days *	\$3,690.60

DWI Court Day	1 individuals x 4.00 per unit x 8 units x 52 weeks *	\$1,183.00
Total for Substance Abuse Treatment		\$20,736.00

(* Total amounts are reduced by anticipated third party payments (i.e., DMH Funding, C-Star, insurance, etc.), non-court days, holidays, and client's progression in the program.)

D. Boone County Veterans Court:

Drug Testing		
Global Testing Services	15 participants x 6 tests per month x 6 months x \$8.30 per test (minus \$2.00 co-pay)	\$3,402
	15 participants x 1 breathalyzer x 6 months x \$2.00	\$180.00
Total for Drug Testing		\$3,582.00

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of February 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase the Training/Schools account to send three (3) Deputies to the A.L.I.C.E. Training Instructor Certification Program.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2550	37200	Sheriff's Revolving Fund	Training/Schools		1,185

Done this 28th of February, 2013.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

02-08-13

EFFECTIVE DATE

FOR AUDITORS USE

Department					Account					Department Name	Account Name	(Use whole \$ amounts)	
												Decrease	Increase
2	5	5	0		3	7	2	0	0	Sheriff's Revolving fund	Training/Schools		1185.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): Active shooter training. This training is not POST approved training therefore alternative methods of payment needed (cannot use training fund).



Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

agender

Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

Gary German - A.L.I.C.E. Instructor Training

From: Brian Leer
To: Gary German
Date: 1/31/2013 2:42 PM
Subject: A.L.I.C.E. Instructor Training

Do you think we could swing sending Tony, Trevor and me to this training?

<http://www.eventbee.com/member/responseoptions/event?eventid=974175251>

I think it would be good for all of the SRO's to be trained up on this.

-Brian

Sergeant Brian Leer
Boone County Sheriff's Department
2121 County Drive
Columbia, MO 65202
573-875-1111 Ext. 6428

*Approved
Brian Leer,
Tony Perkins &
Trevor Fowler*

*Auth. SOI
Frog for out
of revolving
fund.*

*T41
Tom*

1185.00

ALICE Training-Columbia, MO

BOOKMARK



Creating second chances.

Class Registration

Class Name	Price (\$)	Quantity
General Ticket \$395 via Paypal Available from Jan 16 07:00 AM to Mar 5 03:00 PM	395.00	0
General Ticket \$395 via Invoice or PO Available from Jan 16 07:00 AM to Mar 5 03:00 PM	395.00	0

Have a discount, enter it here



[Register for class](#)



This course fee is \$395.00 per person Includes materials.

Local Host Information Sgt Mike Hestlr. 543-874-7422

Parking Instructions: use upper visitor parking and if needed, parking is allowed along Oakland Road.

ALICE Training Instructor Certification Program

The purpose of this program is to certify local, and school-based law enforcement, as well as church, hospital, and workplace administrators and safety professionals as instructors of a researched-based, proactive approach in responding to a Violent Intruder event. Once certified, an Instructor may train those in their organization.

The ALICE training program is designed to supplement current "Lockdown" or "Secure-in-Place" procedures used frequently in our public institutions as a stand-alone defensive strategy for an extremely violent attack. Tragic events in have dictated the need of enhanced options provided to building occupants to increase their chances of surviving a horrific event.

Program topic areas:

- Case Studies
- Policy and Procedures Survey and Review
- Infra-structure Design and Classroom Layout
- Proactive Use of Technology
- Community Resource Assistance for Mass Evacuations
- Countering Directed Violence
- Trauma First Aid
- Practical Scenario Training
- PowerPoint Preparation
- Scenario Video Clips to Drive Discussion

Policy and Procedures Review

- Participants will be provided instruction on key components of an organized and thoughtful Active Shooter Emergency Operations Plan with emphasis on Survival Strategies.
- Participants will be presented with a comprehensive survey designed to elicit Active Shooter Readiness Status of their specific institutions, and determine where their strength and weaknesses lie.

0 Tweet 0 Like

When

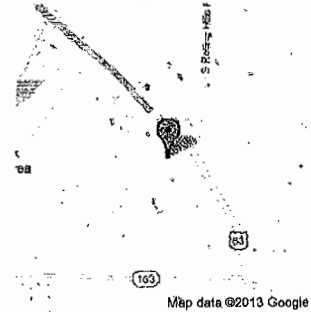
Tue, Mar 05, 2013, 08:00 AM Start
Wed, Mar 06, 2013, 04:00 PM End

[Add to my calendar](#)

Where

Columbia Police Training Center
5001 Meyer Industrial
Columbia, MO, USA

[Map and driving directions](#)



- Hosted By Response Options
- [Email this to a friend](#)
- [Send](#)
- [Event URL](#)

Who's Promoting

- Participants will distinguish between high and low priority issues when advising policy and procedure revisions.

Infra-structure and Room/Office Layout

- Participants will recognize potential Safety Hazards in building design.
- Participants will design room layouts with priority on Active Shooter defense.
- Participants will know immediate methods to improve infra-structure hazards.

Proactive Use of Technology

- Participants will be instructed on current technology resources available to enhance building/occupant safety.
- Participants will discuss current accepted practices utilizing technology in building/occupant safety.
- Participants will discuss proactive uses of technology for building/occupant safety by interfering with intruder's ability to locate targets.
- Participants will review case studies of past events to determine functionality of technology usage.

Community Resource Assistance

- Participants will be able to locate and elicit community assistance pre-, during, and after event.
- Participants will demonstrate ability to locate Community Rally Points.
- Participants will discuss potential Community Partners, and the assistance they can provide.
- Participants will understand the need to liaison with other local government agencies.

Mass Evacuations

- Participants will demonstrate the ability to design Rapid Mass Evacuation plans.
- Participants will discuss tactical advantages associated with maintaining distance vs. securing-in-place and/or barricading.
- Participants will identify non-conventional methods of mobilizing large numbers of people.

Countering Directed Violence

- Participants will understand the human body's reaction to shock and fear.
- Participants will learn how to disrupt the physical processes necessary for accurate weapon usage.
- Participants will demonstrate use of common items to disrupt accurate weapon usage.
- Participants will demonstrate techniques designed to allow rapid control of a violent and aggressive person.

Trauma First Aid

- Participants will demonstrate simple techniques designed to prolong injury survivability until medical assistance is available.

Practical Scenario Training

- Participants will conduct practical scenario training in order to experience, visualize, and reinforce course concepts.

Use of Scenario Video-Clips to Promote Teaching Points

Lesson Preparation

- Participants will be provided with multi-media materials designed to enhance the presentation of this program.
- Participants will be required to build and present a 10 minute presentation to demonstrate material comprehension.

Review and Exam

Comments

 Add a comment...

Comment using...

Facebook social plugin



Powered by EventBee - Your Online Registration, Membership Management and Event Promotion solution. For more information, send an email to support at eventbee.com

When: 05 Mar 2013, 08:00 AM to 06 Mar 2013, 04:00 PM. Where: Columbia Police Training Center, 5001 Meyer Industrial Columbia, MO.

Fund Statement - Sheriff Revolving Fund 255 (Nonmajor)

	2011 Actual	2012 Budget	2012 Projected	2013 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	75,989	86,282	107,566	90,612
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	688	590	644	648
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	76,677	86,872	108,210	91,260
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	-	-	-	-
Fund Balance Used for Operations	-	-	-	-
TOTAL FINANCIAL SOURCES	\$ 76,677	86,872	108,210	91,260
 FINANCIAL USES:				
Expenditures				
Personal Services	\$ -	-	-	-
Materials & Supplies	5,530	4,456	4,454	2,385
Dues Travel & Training	6,216	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	13,675	21,952	21,658	19,874
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	(74)	-
Fixed Asset Additions	25,585	57,035	56,768	-
Total Expenditures	51,006	83,443	82,806	22,259
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	-	-	-	-
TOTAL FINANCIAL USES	\$ 51,006	83,443	82,806	22,259
 FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 89,958	104,185	104,185	129,396
Less encumbrances, beginning of year	(11,637)	(193)	(193)	-
Add encumbrances, end of year	193	193	-	-
Fund Balance Increase (Decrease) resulting from operations	25,671	3,429	25,404	69,001
FUND BALANCE (GAAP), end of year	104,185	107,614	129,396	198,397
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	\$ (193)	\$ (193)	\$ -	\$ -
NET FUND BALANCE, end of year	\$ 103,992	107,421	129,396	198,397

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of February 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase the Minor Equipment account to procure office items for the new Technology Research Operations Analyst position in the Sheriff's Department.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2550	23850	Sheriff's Revolving Fund	Minor Equipment		1,200

Done this 28th of February, 2013.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

02-08-13

EFFECTIVE DATE

FOR AUDITORS USE

Department					Account					Department Name	Account Name	(Use whole \$ amounts)	
												Decrease	Increase
2	5	5	0		2	3	8	5	0	Sheriffs Revolving Fund	Minor Equip		1200

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): Office items for new Technology Research Operations Analyst.

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

agenda

 _____
Auditor's Office

 _____
PRESIDING COMMISSIONER

 _____
DISTRICT I COMMISSIONER

 _____
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

From: Dwayne Carey dcarey<dcarey@boonecountymo.org>
To: CMartin@boonecountymo.org
Date: 1/22/2013 5:39 PM
Subject: RE: \$\$ for furniture.

Yes

----- Original message -----

From: "Chad Martin cmartin<cmartin@boonecountymo.org>" <cmartin@boonecountymo.org>
Date:
To: Chad Martin <CMartin@boonecountymo.org>, Dwayne Carey <DCarey@boonecountymo.org>
Subject: \$\$ for furniture.

If I can't find furniture for the new employee in surplus can I use some CCW money to make it work in that room for two people?

Leasa,
Please do a BA

- Bob Menards Work Bench - \$105.00
 - Chad Desk order on line \$547.00
 - Chad Shelving Vendor TBD - ~~500.00~~ 438.00
-
- 1090.00

10% contingency 109.00

\$ 1200.00

MID-CITY

L U M B E R C O L D

4709 PARIS ROAD
COLUMBIA, MO 65202
(573)474-9531

17145 KLINTON DRIVE
BOONVILLE, MO 65233
(660)882-8315

2400 CLINTON ROAD
SEDALIA, MO 65301
(660)826-3033

400 GAYLORD DRIVE
FULTON, MO 65251
(573)642-7800

118 JAYCEE DRIVE
JEFFERSON CITY, MO 65109
(573)636-6183

ESTIMATE # 786370

February 7, 2013

CUSTOMER INFO:

JOB:

BY:

SALESMAN:

BOONE COUNTY SHERIFF DEP
573-886-4365

JESSICA HUX

KEVIN PICKETT
(573) 474-9531

QUANTITY	DESCRIPTION	PRICE/UNITS	EXTENSION
30	KV 82 SER 28" WHITE STANDARD	3.470 \$\$\$	\$104.10
60	KV 182 SER WHT BRACKET 12 1/2"	2.770 \$\$\$	\$166.20
14	SHELF LOCATOR/JOINER W/ SCREWS PRICED PER BAG, 4 JOINERS/BAG	3.370 \$\$\$	\$47.18
9	182DP BRACKET LOCK PRICED PER BAG, 6 LOCKS PER BAG	2.750 \$\$\$	\$24.75
6	12X12' WHT MELAMINE PB SHELVING	132.000 CSFT	\$95.04

SUBTOTAL \$437.27

TAX \$0.00

TOTAL \$437.27

THIS IS AN ESTIMATE ONLY AND NOT GUARANTEED TO BUILD OR COMPLETE ANY SPECIFIC JOB OR PROJECT. PRICES ARE BASED ON CURRENT MARKET CONDITIONS AND GUARANTEED PROVIDED MATERIAL IS ORDERED IN A TIMELY FASHION.



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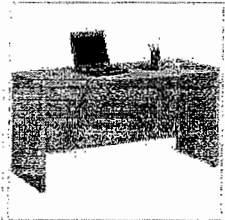
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Bush Furniture 60" Series C
Wood Credenza Desk in Light
Oak

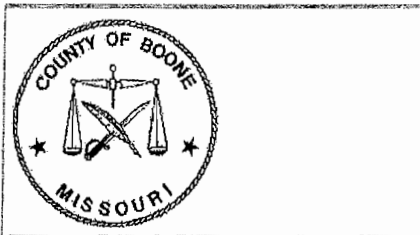
\$324.00 (30% OFF)
\$205.98 +Free Shipping

\$516.68 total

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offer ends Feb 14th. Some restrictions apply.

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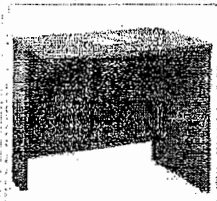
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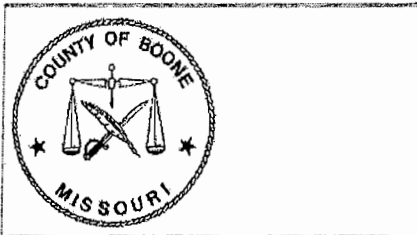
Bush Furniture Light Oak Corsa
Series C 36 inch Return Bridge

\$180.00 (42% OFF)
\$103.78 +Free Shipping



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offer ends Feb 11th. Excludes appliances.

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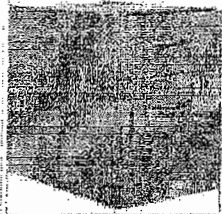
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Bush Furniture Series C 2
Drawer Lateral Wood File
Pedestal in Light Oak

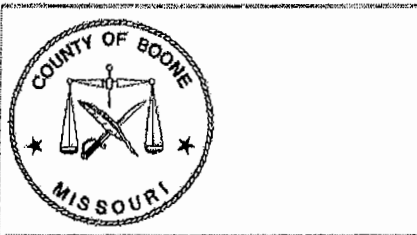
\$269.70 (42% OFF)
\$152.13 +Free Shipping



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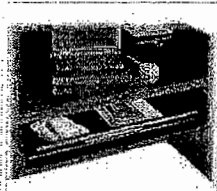
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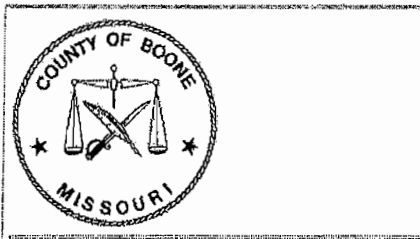


Bush Furniture Universal Pencil Drawer

\$429.99 (36% OFF) \$84.79 + Free Shipping

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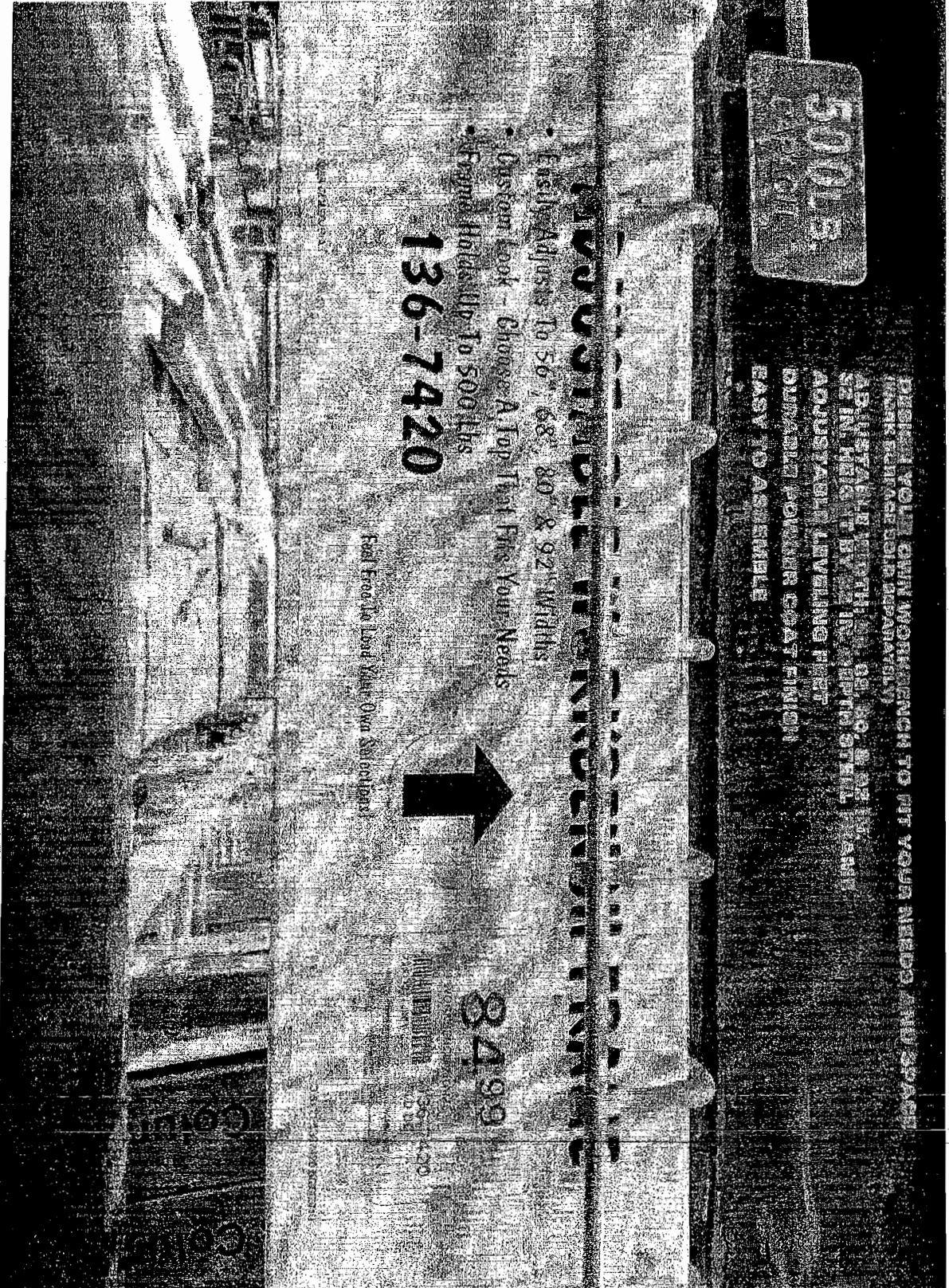
136-7420

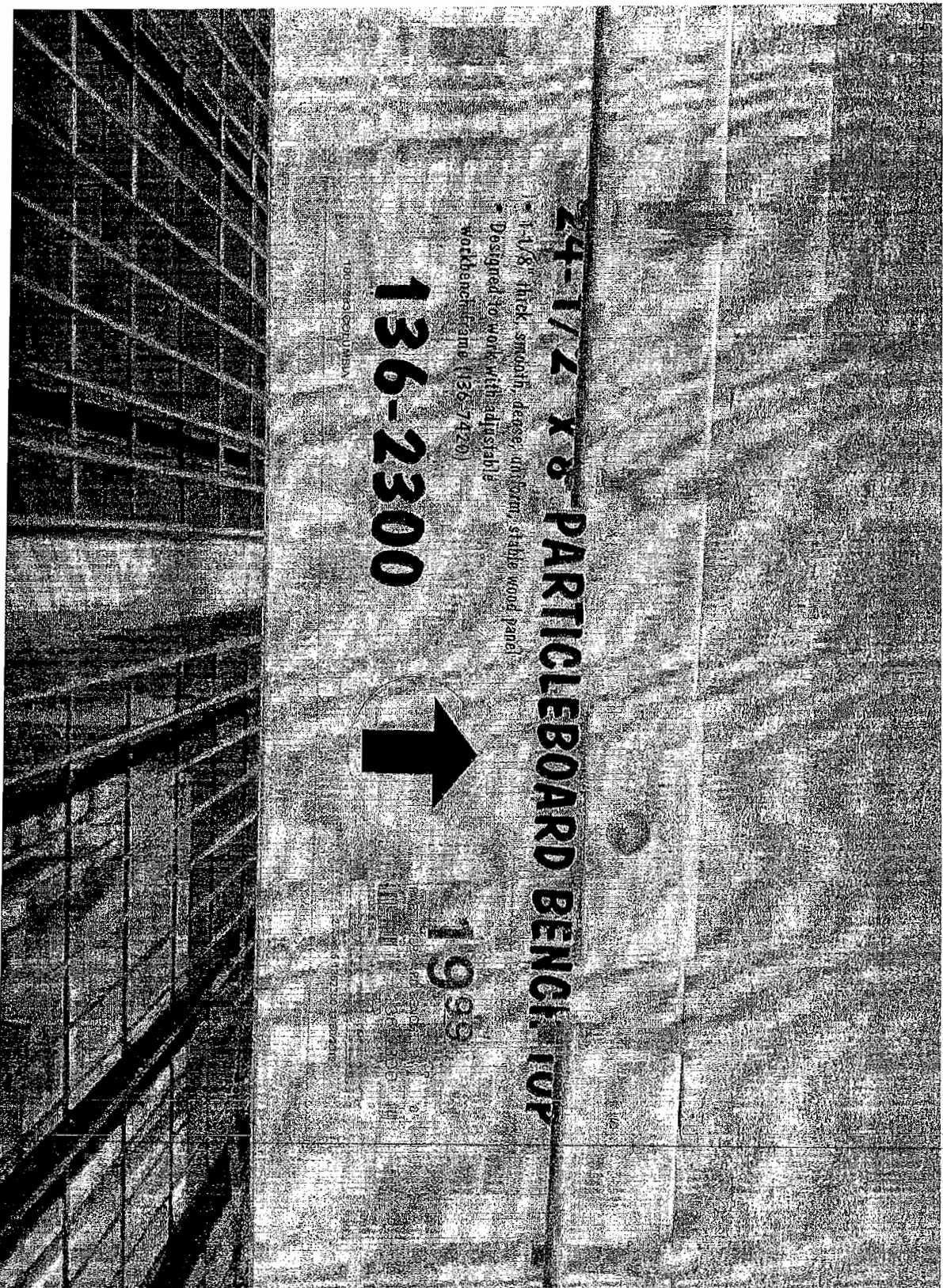
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8499

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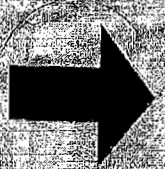




24-1/2 X 8 PARTICLEBOARD BENCH TOP

1-1/8" thick, smooth, dense, uniform, stable wood panel
Designed to work with adjustable workbenches (36-7420)

136-2300



1999

100-323-1300/11/13/03

100-323-1300/11/13/03

Fund Statement - Sheriff Revolving Fund 255 (Nonmajor)

	2011 Actual	2012 Budget	2012 Projected	2013 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	75,989	86,282	107,566	90,612
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	688	590	644	648
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	76,677	86,872	108,210	91,260
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	-	-	-	-
Fund Balance Used for Operations	-	-	-	-
TOTAL FINANCIAL SOURCES	\$ 76,677	86,872	108,210	91,260
 FINANCIAL USES:				
Expenditures				
Personal Services	\$ -	-	-	-
Materials & Supplies	5,530	4,456	4,454	2,385
Dues Travel & Training	6,216	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	13,675	21,952	21,658	19,874
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	(74)	-
Fixed Asset Additions	25,585	57,035	56,768	-
Total Expenditures	51,006	83,443	82,806	22,259
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	-	-	-	-
TOTAL FINANCIAL USES	\$ 51,006	83,443	82,806	22,259
 FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 89,958	104,185	104,185	129,396
Less encumbrances, beginning of year	(11,637)	(193)	(193)	-
Add encumbrances, end of year	193	193	-	-
Fund Balance Increase (Decrease) resulting from operations	25,671	3,429	25,404	69,001
FUND BALANCE (GAAP), end of year	104,185	107,614	129,396	198,397
Less: FUND BALANCE UNAVAILABLE FOR				
APPROPRIATION, end of year	\$ (193)	\$ (193)	\$ -	\$ -
NET FUND BALANCE, end of year	\$ 103,992	107,421	129,396	198,397

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of February 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Supervised Visitation Grant Proposal for Domestic Relations Programs for Parents and Children as requested by the 13th Judicial Circuit, Juvenile Division. Terms of the grant are stipulated in the attached Proposal Request.

Done this 28th day of February, 2013.

ATTEST:

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

[Signature]
Daniel K. Atwill

Presiding Commissioner

[Signature]
Karen M. Miller

District I Commissioner

[Signature]
Janet M. Thompson

District II Commissioner



**STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
REQUEST FOR PROPOSAL**

RFP NO. OSCA 14-002

TITLE: Domestic Relations Programs for Parents and Children
ISSUE DATE: January 3, 2013

CONTACT: Herb Conner

PHONE NO.: (573) 522-2617

E-MAIL: osca.contracts@courts.mo.gov

RETURN PROPOSAL NO LATER THAN: February 25, 2013, AT 3:00 PM

RETURN PROPOSAL TO:

(U.S. Mail)
Office of State Courts Administrator
PO Box 104480
Jefferson City, Mo 65110 - 4480

(Courier Service)
Office of State Courts Administrator
2112 Industrial Dr
Jefferson City, Mo 65109

CONTRACT PERIOD: July 1, 2013, THROUGH June 30, 2014

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE 		DATE 2-11-13
PRINTED NAME Honorable Leslie Schneider		TITLE Family Court Judge
AGENCY NAME 13 th Judicial Circuit, Juvenile Division		
MAILING ADDRESS 705 East Walnut		
CITY, STATE, ZIP Columbia, MO 65201		
CONTACT PERSON Cindy Garrett		TITLE Chief Juvenile Officer
PHONE NO. 573-886-4200	FAX NO. 573-886-4030	E-MAIL ADDRESS Cindy.L.Garrett@courts.mo.gov

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
CONTRACT NO.		CONTRACT PERIOD
CONTRACT COORDINATOR	DATE	STATE COURTS ADMINISTRATOR

1. BACKGROUND INFORMATION

1.1 Introduction:

The Family Court Committee of the Supreme Court of Missouri, through the Office of State Courts Administrator (OSCA), is seeking applications from Missouri Circuit Courts for the **creation and implementation of domestic relations programs** including, but not limited to the following:

- a. Waiting areas/rooms for children in court facilities.
- b. Supervised access and exchange for parents and children.
- c. Programs that address issues of domestic violence.
- d. Education programs for parents and children.
- e. Programs or projects for self-represented litigants.
- f. Other programs and services pertaining to domestic relations cases.

The funding for creation and implementation of domestic relations programs allows for programs and services to be developed in the state of Missouri. This Request for Proposal (RFP) encourages circuits to take the opportunity to create new initiatives. The emphasis in reviewing the applications will be on **measurable program outcomes and responsible use of resources.**

Funding for these programs is available through the Domestic Relations Resolution Fund (DRRF) section 452.552, RSMo. Use of funds must comply with the requirements identified in section 452.554, RSMo.

Circuits submitting proposals must identify one county treasurer within the circuit to process reimbursements for the entire award period.

Curriculum developed becomes the property of the circuit court and OSCA. The curriculum developed may be duplicated and used by other circuit courts. Applicants seeking funds to develop curriculum should consult with OSCA staff prior to submitting an application to determine if a suitable curriculum has already been developed through the use of DRRF and may be used or adapted for use.

Funds may be used to purchase training during the period July 1, 2013 through June 30, 2014. Training should improve the service skills of staff (program instructors or program coordinators), contractual service providers or volunteers within the applicant agency that provides direct services. Agencies must first look to training held in the state of Missouri. Training costs will not be reimbursed until after the training has been attended. Prior approval must be obtained from OSCA, to the attention of Samantha Suthoff at 573-522-6265 or e-mail samantha.suthoff@courts.mo.gov to attend "miscellaneous training" not specifically outlined in the approved budget.

2. APPROVED PROGRAMS

2.1 Continuation of Approved Programs:

In an effort to allow programs approved for FY13 funding to receive additional funding for the same program during FY14, courts may submit a budget spending plan and a narrative explaining how the funds have benefited the court during the current fiscal year and how the program will spend during

Domestic Relations Programs For Parents and Children

FY14 without the need to complete a full application for award of DRRF funds. Final approval will remain with the Family Court Committee.

2.2 Education Programs for Parents and Children:

Educational sessions may be offered to married, divorced, separated and never married parents and children in domestic relations cases involving children. Types of cases may include:

- a. Pre and post dissolution cases.
- b. Legal separations.
- c. Modifications.
- d. Family access motions.
- e. Paternity.
- f. Child support.
- g. Other post-judgment domestic proceedings.

The educational sessions shall address the effects of a dissolution or separation on children and the benefits of alternative dispute resolution, including mediation in resolving disputes related to child custody, visitation and support.

Program curriculum for parents must include:

- a. Content that informs parents of the effect of separation or dissolution of marriage on children.
- b. Teaches parents how to help children adjust to change.
- c. Helps parents understand that children, whenever possible and appropriate, need frequent, continuing and meaningful contact with both parents.
- d. Informs parents of the benefits of alternative dispute resolution, including mediation.

Program curriculum for children must include:

- a. Content that addresses age-appropriate needs and behaviors of children.
- b. Helps children deal with their feelings about the separation of their family.
- c. Helps children cope better with the stress and change involved in their parent's separation or dissolution.

Funds may be used to purchase:

- a. Furniture for classes provided in court facilities including tables and chairs of the size appropriate for younger children.
- b. Equipment for classes provided in court facilities.
- c. Resource materials for children/adults such as class materials, class activities, videos.
- d. Resource materials for program development such as purchase of curriculum, trainer manual.
- e. Contractual services for class instructors.
- f. Security equipment such as a duress alarm (panic button) system. The system must be designated for areas supporting domestic relations activities. Information regarding the capabilities of duress alarms may be directed to Jesse Hathcock, OSCA Court Security Coordinator at 573-526-8847.

1. Contractual instruction services may not exceed \$35.00 per parent or \$35.00 per child.

Domestic Relations Programs For Parents and Children

2. In areas of the state where the customary rate for such services is greater than \$35.00 per attendee, the applicant **must** include a request for increased reimbursement. However, pursuant to section 452.610, RSMo reimbursement shall not exceed \$75.00 per person.
3. All costs incurred by contracted class instructors, including travel, class preparation time or administrative time are to be included in the rate per participant and are not reimbursable through this program.

2.3 Self-Represented Litigants in Domestic Relations Cases:

The program must be related to the needs of self-represented litigants involved with the court in a domestic relations case. This may include a litigant awareness program for married or separated self-represented litigants.

The litigant awareness program may address the risks and responsibilities of appearing in court without an attorney:

- a. A self-assessment exercise designed to identify personal strengths and weaknesses that may affect success in court without an attorney.
- b. How the Missouri court system works.
- c. What court staff may or may not do to assist litigants.
- d. A review of the forms needed for self representation.

This may include a resource center established at the court or operated in partnership with a legal services corporation, law school or independent agency. The resource center may have:

- a. Available forms, instructions and information about court procedure.
- b. Contract personnel, which includes, but is not limited, to attorneys, program coordinators, program instructors and security officers.

This may include a Help Desk established at the court or operated in partnership with a legal services corporation, law school or independent agency. The Help Desk may have:

- a. Available forms, instructions and information about court procedure.
- b. Contractual personnel, which includes but is not limited to attorneys, program coordinators, program instructors and security officers.

This may include an online resource center that may include:

- a. Litigant awareness program as identified above.
- b. Access to forms.
- c. A Certificate of Completion of the litigant awareness program.
- d. Information about how to find an attorney.
- e. Information about county, circuit or regional resources available to self-represented litigants.

Funds may be used to:

- a. Contract for the construction of or the renovation of an area or room in a court facility such as partitions, flooring, walls, paint and light fixtures.
- b. Purchase furniture for the use of program participants at the program site.
- c. Purchase equipment such as VCR, TV or DVD/CD player.
- d. Purchase resource materials for adults such as educational brochures, books, videos or journals.

Domestic Relations Programs For Parents and Children

- e. Purchase resource materials for program development such as program manuals, program guides or videos.
- f. Purchase contractual services for attorneys, program coordinators, program instructors, child care attendants, use of a program site, security officers and curriculum development.
- g. Pay for administrative costs such as the purchase of paper, copying, printing or postage.
- h. Security equipment such as a duress alarm (panic button) system. The system must be designated for areas supporting domestic relations activities. Information regarding the capabilities of duress alarms may be directed to Jesse Hathcock, OSCA Court Security Coordinator at 573-526-8847.

2.4 Supervised Access and Exchange:

The access program must provide a safe, secure environment for all family members. Visits must take place under the supervision of an individual or individuals that have the responsibility of ensuring the child's physical and emotional safety during the time the child spends with the visiting parent and/or extended family members.

The exchange program must provide a safe and secure environment for the transfer of a child from one parent or family member to another for the purpose of the child spending time with the other parent or family member. The program must provide that the transfer of the child is supervised by an individual or individuals that have the responsibility of ensuring the physical and emotional safety of the child and those participating in the exchange at the exchange site.

Funds may be used to purchase:

- a. Furniture that is the appropriate size for children and adults at the access and/or exchange site.
- b. Equipment such as TV, VCR or DVD/CD tape players.
- c. Security equipment such as a hand held metal detector or video equipment.
- d. Resource materials used by children/adults in the program such as magazines for the waiting area and toys for children.
- e. Resource materials for program development such as policy manuals purchased from other supervised visitation programs or purchase of the Supervised Visitation Network newsletter.
- f. Contractual services for access and/or exchange supervisors, security personnel or program coordinator.
- g. The use of access and/or exchange site.
- h. Pay for administrative costs such as the purchase of paper, copying, printing or postage.
- i. Security equipment such as a duress alarm (panic button) system. The system must be designated for areas supporting domestic relations activities. Information regarding the capabilities of duress alarms may be directed to Jesse Hathcock, OSCA Court Security Coordinator at 573-526-8847.

All equipment, furniture and materials purchased become the property of the circuit court

2.5 Domestic Violence Programs:

The program must be related to the needs of family members who are involved with the court due to an issue of family violence related to a domestic relations case. This may include services to assist adult and child victims and services for offenders to prevent re-offense.

Domestic Relations Programs For Parents and Children

Funds may be used to purchase:

- a. Furniture for the use of program participants at the program site.
- b. Equipment such as VCR, TV or DVD/CD tape player.
- c. Resource materials for children/adults such as safety planning brochures, books, age appropriate toys, magazines, videos or journals.
- d. Resource materials for program development such as program manuals, program guides or videos.
- e. Contractual services for advocates, treatment providers, childcare attendants, program coordinator, program instructors, use of a program site, security officers and curriculum development.
- f. Pay for administrative costs such as the purchase of paper, copying, printing or postage.
- g. Security equipment such as a duress alarm (panic button) system. The system must be designated for areas supporting domestic relations activities. Information regarding the capabilities of duress alarms may be directed to Jesse Hathcock, OSCA Court Security Coordinator at 573-526-8847.

All equipment, furniture and materials purchased become the property of the circuit court.

2.6 Waiting Areas/Rooms for Children in Court Facilities:

The waiting area or room must be in a court facility and designed for children who accompany adults involved in domestic relations cases. The waiting area or room:

- a. May be a separate room or a designated area for children located within a larger area or room.
- b. Must allow for supervision of children by the adults who bring the children to the court facility or by designated court staff, volunteers or contracted personnel.

Funds may be used to purchase:

- a. Furniture which is of appropriate size for children and adult supervisors such as tables, chairs, storage shelves for toys, display racks for children's books or pictures/posters for walls.
- b. Equipment such as VCR, TV or DVD/CD tape players.
- c. Resource materials for children/adults that include age appropriate activities for children, such as toys, games, books and relevant information for parents.
- d. Construction/renovation of an area or room in a court facility such as partitions, flooring, walls, paint and light fixtures.
- e. Contractual services for personnel to supervise the waiting area/room or a volunteer coordinator to arrange for volunteers to supervise the area.
- f. Security equipment such as a duress alarm (panic button) system. The system must be designated for areas supporting domestic relations activities. Information regarding the capabilities of duress alarms may be directed to Jesse Hathcock, OSCA Court Security Coordinator at 573-526-8847.

Funds shall not be used to pay staff salaries or overtime. All equipment, furniture and materials purchased become the property of the circuit court except as stated above.

2.7 Other Programs and Services:

This category applies to all other programs and services that have not previously been addressed in this RFP. The criteria set forth by section 452.554, RSMo are as follows:

“The general assembly shall appropriate moneys annually from the domestic relations resolution fund to the state courts administrator to pay the cost associated with the handbook created in section 452.556, RSMo and to reimburse local judicial circuits for the costs associated with the implementation of and creation of education programs for parents of children, alternative dispute resolution programs and similar programs applicable to domestic relations cases.”

2.8 Publications:

The courts must acknowledge the Domestic Relations Resolution Fund as the source of funding on any curriculum, manuals or public relations materials created with monies from the fund. This includes brochures, handbooks or informational materials distributed to the public regarding programs and services. It also includes program manuals, curriculum, audio and videotapes created with monies from the fund. It does not include program forms or internal policies and procedures.

The courts must receive prior approval from OSCA for the printing and/or production and distribution of written, audio or video materials that fall under the above noted criteria.

3. PROGRAM PERFORMANCE REQUIREMENTS

3.1 Program Evaluation:

Each circuit court receiving reimbursement funds must participate in a program evaluation designed to measure how successful the circuit court has been in providing the services identified in their program proposal.

The evaluation process may include, but is not limited to, the following:

- a. Access to circuit court records for the purpose of retrieving statistical data;
- b. Utilization of questionnaires or surveys of consumer satisfaction for all parties involved, including judicial officers, circuit court staff, attorneys, guardians ad litem and program participants; and
- c. Development and implementation of performance measurement tools when applicable.

OSCA agrees to provide technical assistance to each circuit court in conducting its program evaluation. This technical assistance will include, but is not limited to, establishment of performance measures, collection and analysis of data and reporting program outcomes.

Costs to circuit courts for conducting program evaluations are not allowable reimbursable costs. OSCA shall provide technical assistance for evaluation of programs.

3.2 Reporting Requirements:

Each circuit court must submit three (3) quarterly data reports and a twelve (12) month final program report. All monthly and quarterly reports should be submitted to OSCA, Attn: Samantha Suthoff or may be e-mailed to samantha.suthoff@courts.mo.gov.

The data and program reports are intended to:

- a. Assure that use of the funds is consistent with the project application and the intent of the funding source;
- b. Determine the number of parties served and/or number of service hours provided;
- c. Document the types services provided; and
- d. Provide OSCA, the Family Court Committee, legislature and other interested parties with information regarding consumer satisfaction, program efficiency and effectiveness.

The data and program reports will be evaluated for progress toward completion of the specific program goals, as indicated in the application and to identify any barriers to successful implementation.

Quarterly data reports must be submitted within thirty (30) days of the end of each quarterly reporting period on the OSCA Domestic Relations Resolution Fund Quarterly Report Form. Quarterly report forms will be developed specific to the programs that are awarded funds.

Reporting requirements will include, but not be limited to, the number of parties served by the circuit court as a result of the funds reimbursed through this program.

The final program report must be submitted by July 30, 2014 on the Domestic Relations Resolution Fund Final Report Form provided by OSCA.

3.3 **Reimbursement of Costs:**

No payments will be made directly to any contracted providers. This may require that the county pay for these services up front. OSCA anticipates a two to four week turnaround on reimbursement requests. **All payments will be made to the County Treasurer.** This issue may need to be addressed with your fiscal officer when planning your project proposal.

Invoices must be submitted by the circuit court to OSCA, Attention: Samantha Suthoff, no later than ten (10) days after the end of each month on the Certificate of Compliance Form. Certificate of Compliance Forms will be provided to each court awarded a contract prior to the start of the contract period.

Copies of all invoices and other supporting documentation must be attached and submitted to OSCA with the request for reimbursement.

4. **EVALUATION AND AWARD CRITERIA**

4.1 **Evaluation Criteria for all Program Awards:**

Awards to circuit courts for the creation and implementation of domestic relations programs will be made based upon the particular needs for the program and why those needs are not being met and availability of funds.

Consideration shall be given:

- a. As to whether the request for funds is reasonable with clear documentation to support the request or justification why the costs are beyond what is customary.

Domestic Relations Programs For Parents and Children

- b. To the circuit's ability to sustain the program at the end of the funding period.
- c. To the proposed number of persons served, hours of service and the cost of those services per person and/or per hour.
- d. To program goals that are clearly defined with measurable outcomes.

Documentation of how costs are determined must be provided with justification for costs that might be considered beyond what is customary.

Justifications for budgets shall be broken down into the following categories:

- Furniture and equipment.
- Resource materials.
- Construction.
- Contractual services.
- Administrative.
- Training for program staff.

Circuits are encouraged to maximize the use of the available funds by collaborating with other circuits to jointly provide programs that one circuit would otherwise be unable to afford or sustain. Circuits are encouraged to collaborate with other agencies and service providers to maximize the use of existing resources in the community thereby reducing the amount of funding needed through this award.

4.2 Terms of Awards:

Funds are available for a period of twelve (12) months. Awards can be made up to \$20,000 per year, per application.

Circuits shall not expend funds for this contract except as stated in an approved proposal. However, circuits may request changes to their proposal and spending plan at any time during the fiscal year by submitting a revised budget plan to OSCA for approval. All requests for changes must be in writing accompanied by a revised budget and sent to osca.contracts@courts.mo.gov. If the request is approved, the requesting circuit and OSCA staff will be notified.

Request for contractual services will be considered for approved programs; however, requests for staff augmentation, to hire new staff and/or add FTE's to assist with a program will not be approved by the Family Court Committee.

Continuation of funding beyond the initial twelve (12) months is uncertain. Circuit courts should develop a self sustainability plan and seek alternative ways to fund programs upon completion of this funding period.

~~The Family Court Committee maintains the discretion to adjust, in whole or in part, each program in each circuit court's request based upon the reasonableness of each request and the availability of funds.~~

If it appears that a circuit court will not use all funds awarded during the twelve (12) month period, the Family Court Committee may, at its discretion, reduce the amount of awarded funds to the circuit court and reallocate those funds to other circuit courts.

Domestic Relations Programs For Parents and Children

Any funds awarded for program services cannot be used to supplant existing local or state funds. Supplanting refers to using these funds to replace funds normally available and currently received from local or state sources.

5. APPLICATION REQUIREMENTS

5.1 Proposal Submission:

All circuit courts desiring to apply for funding for costs associated with creation and implementation of programs as identified herein must submit a complete proposal incorporating the items identified in the following section.

Courts may submit more than one application and may be awarded funds for more than one program.

Proposals must be signed by the Family Court Judge. If there is no Family Court Judge, the Presiding Judge must sign the proposal. Proposals may be faxed to Herb Conner at 573-522-6937, or e-mailed to osca.contracts@courts.mo.gov or mailed to 2112 Industrial Drive PO Box 104480, Jefferson City, MO 65110. All proposals must be received prior to the specified closing date and time as stated on the cover page. As long as appropriate signatures are affixed to faxed or e-mailed copies submitted to OSCA, there is no need to send an original copy through regular mail.

5.2 Project Proposal:

All applicants must clearly describe the proposed plan to create and implement domestic relations programs. Proposals must include the following:

- a. **Name of the proposed program.**
- b. **Need for the Program:** Explain the particular need for the program and why those needs are not being met through existing materials, programs, services or other resources. **Be specific.**

Example: Report the number of families that could benefit from supervised access programs each week/year. Report what attempts have been made to establish a program and what were the barriers to the program being established.

- c. **Number of people to be served/hours of service provided:** Estimate the number of adults and children that your program will actually serve. Estimate the number of hours of service that will be provided. Justify/show the calculations of how you arrived at those figures.
- d. **Implementation plan:** Provide a detailed description of work completed in preparation for implementation of the proposed project. Provide a timeline and a description for how your circuit will implement the proposed project. Describe in detail the services to be performed in achieving the project objectives and the approach to be used for providing each service and assuring utilization of the services. For contractual services, clearly describe the proposed assistance, with the names and qualifications of the outside source and the nature of the services to be contracted. Please include providers' resumes, if known, or identify qualifications of providers.

Domestic Relations Programs For Parents and Children

- e. **Project Goals and Objectives:** A clear, concise statement of what the proposed project is intended to accomplish, including a listing of project goals with measurable outcomes.

Example: One goal for a waiting area for children might be to increase the affordability of accessing the court. A measurable objective could be the amount of childcare dollars saved by parents who used the child waiting area.

- f. **Sustainability:** Explain how the program will continue once this funding ends.

Example: Children's waiting area – Once the area is created, minimal funding will be necessary. Toys will be donated by the XX youth service group. Court-employed cleaning and maintenance personnel will take care of every day cleaning and maintenance.

5.3 **Persons Served/Number of Direct Service Hours; Cost Per Person Served and/or Cost Per Hours of Service Provided:**

Identify the total number of persons/families projected to be served and/or total number of direct service hours. Divide the total amount of funds requested by the number of persons served and/or divide the number of hours of service provided by the total amount of funds requested. Show your calculations.

5.4 **Project Funding Breakdown:**

Identify the funding needs in each of the following areas, as applicable, to the program you are creating. Indicate when these items or services are not needed or are covered by other sources. Example: Furniture – none needed, can use existing furniture in the courthouse. Toys for children – Toy store XXX has agreed to donate \$200.00 worth of age appropriate toys. Identify why the item/service is needed, how it will be used, describe the item/service, cost per item/per hour, where it will be purchased, who will provide the service, how many items/hours are needed and total costs.

Furniture and Equipment:

Resource Materials for Participants and Program Development:

Construction:

Contractual services:

Administrative Costs and Supplies:

Training:

TOTAL AMOUNT OF FUNDS REQUESTED: \$ _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of February 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve an extended leave of absence without pay pursuant to Section 5.7 of the Boone County Personnel Policies for Elizabeth Stratman, an employee of the Recorder's office. Said extended leave shall run from 2/5/2013 through 4/30/2013.

Done this 28th day of February, 2013.

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

[Signature]

Karen M. Miller
District I Commissioner

[Signature]

Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of February 20 13

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

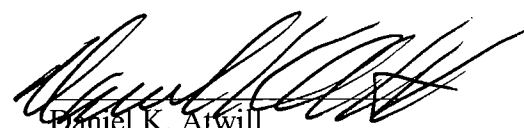
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for additional funding to cover 4th quarter 2012 unemployment expenses.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency	Emergency	3,738	
1192	10600	Employment Benefit	Unemployment Expense		3,738


Done this 28th day of February, 2013.

ATTEST:

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


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

2012
BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET REVISION

To: County Clerk's Office
 Comm Order # 104-2013
 Return to Auditor's Office
 Please do not remove staple.

12/31/2012
EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)
 Transfer From Transfer To
 Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1123	86800	Emergency	Emergency	3,738	
1192	10600	Employment Benefit	Unemployment Expense		3,738
				<u>3,738</u>	<u>3,738</u>

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):
 Additional funding needed to cover 4th quarter 2012 unemployment expenses.

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO
 If not, please explain (use an attachment if necessary):

 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

Agenda

 Auditor's Office

 PRESIDING COMMISSIONER

 DISTRICT I COMMISSIONER

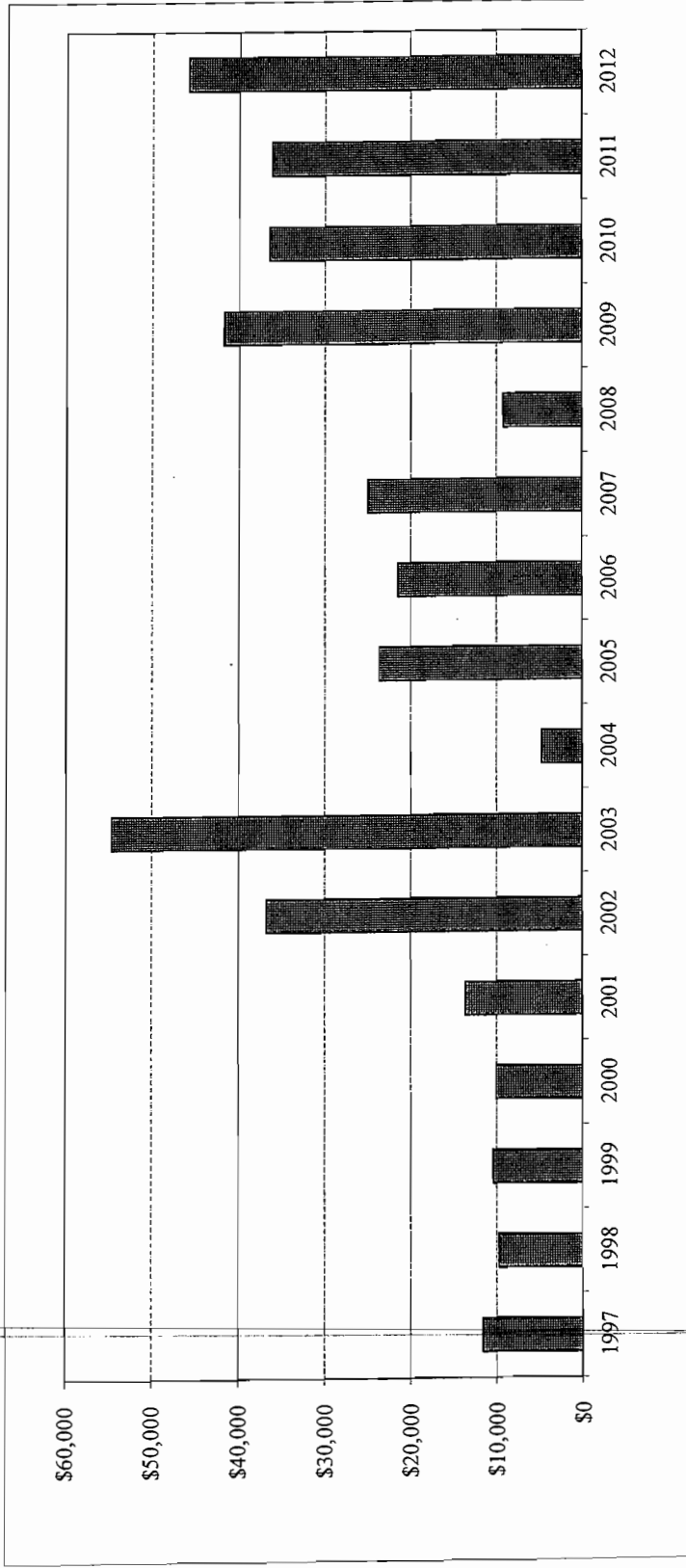
 DISTRICT II COMMISSIONER

2012 Unemployment Expense

Prepared by Auditor's Office

Department	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
1110 Auditor					0.00
1131 County Clerk					0.00
1132 Elections & Voter Registration	94.52	51.63	831.20	979.63	1,956.98
1140 Treasurer					0.00
1150 Collector		1,052.00	3,156.00	1,052.00	5,260.00
1160 Recorder				1,409.60	1,409.60
1170 Information Technology					0.00
1176 GIS - County	320.00	4,160.00	1,920.00		6,400.00
1194 Mail Services			468.00	2,259.00	2,727.00
1200 Public Administrator					0.00
1210 Circuit Court					0.00
1241 Juvenile Office					0.00
1242 Juvenile Justice Center					0.00
1243 Judicial Grants	297.47				297.47
1251 Sheriff	3,395.34	515.18			3,910.52
1255 Corrections	4,156.20	1,390.00	1,998.77		7,544.97
1262 PA Victim-Witness					0.00
1263 Circuit Court-IV-D	2,230.00				2,230.00
TOTAL GENERAL FUND	<u>10,493.53</u>	<u>7,168.81</u>	<u>8,373.97</u>	<u>5,700.23</u>	<u>31,736.54</u>
2040 Public Works-Maintenance	7,247.58	1,815.00			9,062.58
2045 Public Works-Design & Construction					0.00
TOTAL PUBLIC WORKS	<u>7,247.58</u>	<u>1,815.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,062.58</u>
2904 Alternative Sentencing--LE Sales Tax					0.00
TOTAL LAW ENF SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
6100 Facilities & Grounds Maintenance	4,160.00	960.00			5,120.00
6101 Housekeeping					0.00
TOTAL FACILITIES & GROUNDS	<u>4,160.00</u>	<u>960.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,120.00</u>
TOTAL - ALL FUNDS	21,901.11	9,943.81	8,373.97	5,700.23	45,919.12
Plus: Interest/Penalties					0.00
TOTAL	<u><u>21,901.11</u></u>	<u><u>9,943.81</u></u>	<u><u>8,373.97</u></u>	<u><u>5,700.23</u></u>	<u><u>45,919.12</u></u>

Boone County, Missouri
Annual Unemployment Expense - All Funds
Prepared by Auditor's Office



Year	<u>2012</u>	Original Appropriation	28,000.00
Dept	<u>1192 EMPLOYEE BENEFITS</u>	Revisions	26,037.00-
Acct	<u>10600 UNEMPLOYMENT BENEFITS</u>	Original + Revisions	1,963.00
Fund	<u>100 GENERAL FUND</u>	Expenditures	
		Encumbrances	
Class/Account	<u>A ACCOUNT</u>	Actual To Date	
Account Type	<u>E EXPENSE</u>	Remaining Balance	1,963.00
Normal Balance	<u>D DEBIT</u>	Shadow Balance	1,963.00

Transaction Code	Effective Date	Description	Orig	Document	Process Date	Amount
22	1/01/2012	***** ORIGINAL BUDGET *****	2012	424		28,000.00-
24	5/29/2012	2012 1ST QTR UNEMPLOYMENT	2012	44		10,494.00
24	9/04/2012	TO COVER 2ND QTR 2012 UNEMPLOY	2012	89		7,169.00
24	11/26/2012	3RD QUARTER UNEMPLOYMENT	2012	137		8,374.00

Bottom

F2=Key Scr F3=Exit F6=Period Breakdowns F7=Transactions F8=View Document

FY 2012	
General Fund	
Unemployment	
Original Budget	28,000.00
Actual Expenses, Quarter 1, 2, 3	(26,037.00)
Remaining Budget for 4th Q	1,963.00
Pending 4th Q invoice	(5,700.23)
Budget Revision Needed from Emergency	(3,737.23)
	3,738.00

BEN. 12-84 EMPLOYER ACCOUNT NUMBER 303033 0 999 QUARTER ENDING MONTH DAY YEAR DATE MAILED MONTH DAY YEAR 01 30 2013

SOCIAL SECURITY NUMBER	CLAIMANT NAME	PERIOD PAID UI BENEFITS	BENEFIT YEAR BEGINS	WEEK ENDING DATE	AMOUNT OF CHARGE	WEEK ENDING DATE	AMOUNT OF CHARGE	WEEK ENDING DATE	AMOUNT OF CHARGE
[REDACTED]	R OLSON JR	4 2012	05 20 2012	05 26 2012	263.00	09 29 2012	263.00	10 06 2012	263.00
[REDACTED]	T ULRICK	4 2012	08 26 2012	09 29 2012	234.00	10 06 2012	234.00	10 13 2012	234.00
[REDACTED]	[REDACTED]	4 2012	10 07 2012	10 20 2012	234.00	10 27 2012	234.00	11 03 2012	234.00
[REDACTED]	[REDACTED]	4 2012	10 07 2012	11 10 2012	234.00	11 17 2012	234.00	11 24 2012	234.00
[REDACTED]	[REDACTED]	4 2012	10 07 2012	12 01 2012	153.00	12 08 2012	140.96	12 15 2012	140.96
[REDACTED]	S SCHNEIDER	4 2012	10 07 2012	10 20 2012	434.94	10 27 2012	544.69	11 03 2012	140.96
[REDACTED]	T WEST	4 2012	10 07 2012	11 10 2012	140.96	11 17 2012	140.96	11 24 2012	140.96
[REDACTED]	[REDACTED]	4 2012	10 07 2012	12 01 2012	140.96	12 08 2012	140.96	12 15 2012	140.96

*REPRESENTS CHARGES TO YOUR ACCOUNT BASED ON 1993 LAW CHANGE EFFECTIVE 01/01/96 REPRESENTS TOTAL CHARGES TO YOUR ACCOUNT \$5700.23

5700.23

Richard Olson - ^{3/29/12} Eddie 11501 - 1052.00 ✓

Tina Ulrich - ^{3/29/12} Mail Sew 1194 - 2259. ✓

Scott Schneider - ^{3/29/12} ~~2524.75~~ 2011 - 979.63 ✓

Theresa Vent - ^{3/29/12} Rec 1160 - 1409.62 ✓

5700.23

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of February 20 13

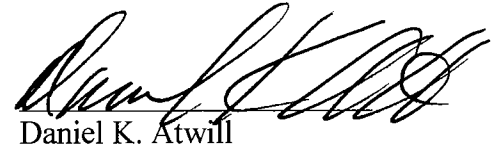
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Agreement between the County of Boone and TAG Events, LLC regarding 2012 Capital Expenditures. The terms of this agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

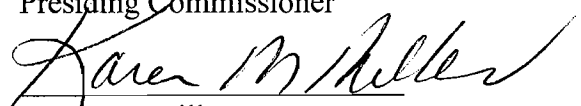
Done this 28th day of February, 2013.

ATTEST:

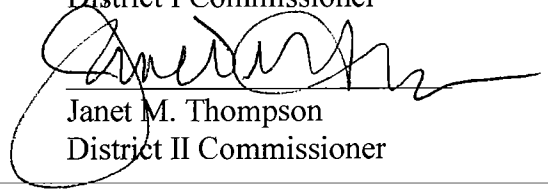
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

**2012 CAPITAL EXPENDITURES AGREEMENT
TAG EVENTS, LLC**

THIS AGREEMENT dated the 31st day of JANUARY, 2013, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and TAG Events, LLC, herein "Contractor."

WHEREAS, the parties have entered into a Management Agreement approved in Boone County Commission Order 5-2012 (referred to herein as the "Management Agreement") to operate the Central Missouri Events Center; and

WHEREAS, the Management Agreement contemplates that certain capital expenditures could be authorized by the County Commission for improvements at the site; and

WHEREAS, Contractor engaged in certain capital improvements on the site throughout 2012 through its own forces and through contractors, and has requested that County consider the same as appropriate capital expenditures under the Management Agreement; and

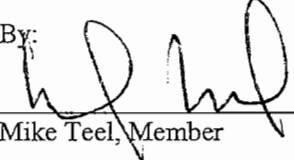
WHEREAS, in an effort to continue the parties' amicable contractual relationship, the parties have reached an agreement as to those expenditures made during 2012 that can be charged to the capital expenditures appropriation referenced in the Management Agreement;

THEREFORE, 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 Agreement, The Management Agreement approved in Commission Order 5-2012, Boone County RFP #42-25OCT11, including Addendum #1 and Addendum #2 to RFP #42-25OCT11, Boone County Insurance Requirements, Work Authorization Certification, Debarment Certification, Boone County Standard Terms and Conditions as well as the Contractor's proposal response dated October 18, 2011 and Contractor's Memo and Estimate of Capital Improvements dated December 5, 2011. All such documents shall constitute the contract documents which are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Agreement, the Management Agreement approved in Commission Order 5-2012, Boone County Standard Terms and Conditions, RFP #42-25OCT11, Addendum #1 to RFP #42-25OCT11, and Addendum #2 to RFP #42-25OCT11, shall prevail and control, in the listed order of precedence, over the Contractor's proposal responses.
2. **FY2012 Capital Expenditures.** County agrees to pay Contractor the total sum of Ten Thousand Three Hundred Seventy Five Dollars (\$10,375.00) for projects completed by Contractor, Cathey Plumbing, and Ketchum Hauling under the terms and conditions of this Agreement. This reflects payments for work completed in 2012 as documented in invoices provided by Contractor to County for work done between 1/1/2012 through 12/31/2012.
3. **Payment Conditioned on Receipt of Lien Waivers.** County will make the payment of \$10,375.00 to Contractor only after County has received the three (3) lien waivers attached hereto and incorporated herein by reference.

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

TAG EVENTS, LLC

By: 

Mike Teel, Member

BOONE COUNTY, MISSOURI


By: 

Daniel K. Atwill, Presiding Commissioner

ATTEST:


Wendy S. Noren, County Clerk *my*

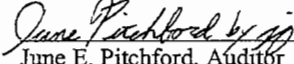
Approved as to legal form:



C.J. Dykhouse, County Counselor

Auditor Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.

 01/29/12

June E. Pitchford, Auditor Date
Acct # 2120-92200

WAIVER AND RELEASE OF LIEN – CATHEY PLUMBING


WHEREAS, **CATHEY PLUMBING** has furnished to TAG Events, LLC, plumbing services at the Central Missouri Events Center, a/k/a the Boone County fairgrounds, for repairs and work on facilities belonging to **Boone County, Missouri**.

NOW, THEREFORE, the undersigned, on behalf of and with the authority from said **CATHEY PLUMBING**, in exchange for the good and valuable consideration paid to it by TAG Events, LLC, the receipt whereof is hereby acknowledged, does hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Manufacturer, Materialman or Subcontractor for said project as of the date indicated below.

Given under my hand this 31ST day of JANUARY, 2013.

CATHEY PLUMBING

By:

Signed: 

Print Name and Title: Phil Cathey SEC.

WAIVER AND RELEASE OF LIEN – KETCHUM HAULING

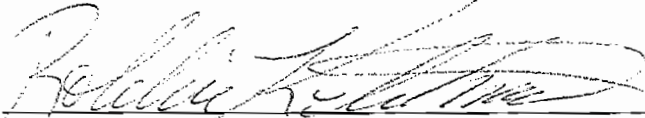
WHEREAS, **KETCHUM HAULING** has furnished to TAG Events, LLC, hauling services at the Central Missouri Events Center, a/k/a the Boone County fairgrounds, for repairs and work on facilities belonging to **Boone County, Missouri**.

NOW, THEREFORE, the undersigned, on behalf of and with the authority from said **KETCHUM HAULING**, in exchange for the good and valuable consideration paid to it by TAG Events, LLC, the receipt whereof is hereby acknowledged, does hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Manufacturer, Materialman or Subcontractor for said project as of the date indicated below.

Given under my hand this 31st day of January, 2013.

KETCHUM HAULING

By:

Signed: 

Print Name and Title: Rabbie Ketchum



WAIVER AND RELEASE OF LIEN – TAG EVENTS, LLC

WHEREAS, **TAG Events, LLC**, had provided certain repair and improvement goods and services at the Central Missouri Events Center, a/k/a the Boone County fairgrounds, for repairs and work on facilities belonging to **Boone County, Missouri**.

NOW, THEREFORE, the undersigned, on behalf of and with the authority from said **TAG Events, LLC**, in exchange for the good and valuable consideration paid to it by Boone County, Missouri, the receipt whereof is hereby acknowledged, does hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Manufacturer, Materialman or Subcontractor for said project as of the date indicated below.

Given under my hand this 31st day of January, 2013.

TAG Events, LLC

By:

Signed:

Print Name and Title:

Michael Teel

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of February 20 13

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

Now on this day the County Commission of the County of Boone does hereby reappoint the following:

Name	Board	Period
Kay Evans	Judicial & Law Enforcement Task Force	Feb. 20, 2013 through Feb. 20, 2016

Done this 28th day of February, 2013.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Janet Thompson

Janet Thompson
 District II Commissioner



Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Judicial & Law Enforcement Task Force Term: 2013

Current Township: Boone, Columbia Today's Date: 12/28/12

Name: KAY EVANS

Home Address: 8400 S. WARREN SCHOOL RD. Zip Code: 65203

Business Address: 401 LOCUST SUITE 401 Columbia MO Zip Code: 65201

Home Phone: 573-446-6778 Work Phone: 573-442-1660
Fax: 573-446-6778 E-mail: KEVANS@LAWMISSOURI.COM

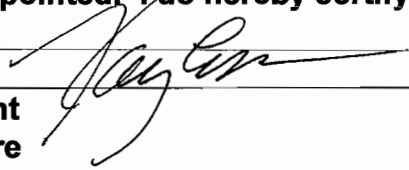
Qualifications: Practicing criminal defense attorney for ^{over} 23 yrs.
(6 years with the P.D. & 18 private), drug + alcohol abuse
counselor & prison guard. Addressing jail issues, and
alternatives to incarceration, is paramount to my practice but
allows me to communicate issues to the criminal defense bar

Past Community Service: and to bring their concerns, topics or suggestions
to the table.

Blue Thunder track club volunteer.

References: Milt Harper (442-1660), Rusty Antel (442-2454), Bob
Bailey (Dean at the law school) 882-6487

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature 

Return Application Boone County Commission Office
To: Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311