

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 13

County of Boone

} ea.

In the County Commission of said county, on the

18th

day of July

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 Cooperative Contract C213018001 – Microfilm Viewer & Scanner to purchase one (1) ScanPro 3000 Microfilm Viewer & Scanner with maintenance for the Recorder's Office and dispose of the existing Canon Microfilm Scanner 800, fixed asset tag 14376 by trade-in.

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

Done this 18th day of July, 2013.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill

Presiding Commissioner

Absent

Karen M. Miller

District I Commissioner

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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: July 11, 2013  
RE: Cooperative Contract: C213018001 – Microfilm Viewer & Scanner

The Recorder's office requests permission to utilize the State of Missouri cooperative contract C213018001 with RK Black Missouri, LLC dba EBE Office Solutions of Lenexa, Kansas to purchase a ScanPro 3000 Microfilm Viewer & Scanner with maintenance.

ScanPro 3000 Microfilm Viewer & Scanner	\$8,995.00
Trade-In: Canon Microfilm Scanner 800	(\$250.00)
Contract Total	\$8,745.00

Total cost of Microfilm Scanner of \$8,745.00 and will be paid from department 2800 – Storage & Preservation, account 92100 – Replacement Furniture & Fixtures. \$8,995.00 remains in the account at this time.

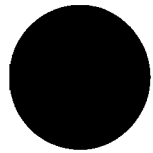
Maintenance pricing is \$700.00 annually and will be paid from department 1160 – Recorder, 60050 – Equipment Service Contract.

The Recorder's office is seeking permission to dispose of their existing Canon Microfilm Scanner 800, fixed asset tag 14376 by trade-in. There is no storage memory on this equipment that will need to be removed. Attached for signature is the Request for Disposal Form.

cc: Contract File / Karen Johnson, Recorder's Office

6/20/13

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI



REQUEST  
DATE

5899

VENDOR  
NO.

EBE

VENDOR NAME

ADDRESS

CITY

To: County Clerk's Office

Comm Order # 325-2013

Return to Auditor's Office

Please do not remove staple

### 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
- 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)

**#C213018001**

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2800

Bill to Department # 2800

Department				Account				Item Description	Qty	Unit Price	Amount	
2	8	0	0	9	2	1	0	0	ScanPro 3000 Microfilm Viewer and Scanner #986300 (\$8,995) Less Trade-In of Microfilm Scanner 800, serial # M31021 (-\$250)	1	8745.00	8745.00
2	8	0	0	9	2	1	0	0	7X-54X full range optical Zoom Lens: #9863754	1	0	0
2	8	0	0	9	2	1	0	0	UCC310 fiche/aperture card & motorized 16/35 mm rollfilm carrier: #9863310	1	0	0
2	8	0	0	9	2	1	0	0	PowerScan driver software & Install CD, standard	1	0	0
2	8	0	0	9	2	1	0	0	No charge PowerScan upgrades for the life of the product, standard	1	0	0
2	8	0	0	9	2	1	0	0	FireWire IEEE 1394 PCIe card and Cable, standard	1	0	0
2	8	0	0	9	2	1	0	0	Illumination lamp warranty for the life of the product, standard	1	0	0
2	8	0	0	9	2	1	0	0	Shipping, handling, insurance, installation & training: #DELM, YINSTM, YTRNN	1	0	0
								<b>TOTAL:</b>			<b>8745.00</b>	

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.

Ielinda Bobbitt

Prepared By

*Karen Spurnea*  
Requesting Official

*cf 7/12/13*

Auditor Approval

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY RECEIVED

DATE: 6-19-13

FIXED ASSET TAG NUMBER: 14376

JUN 19 2013

DESCRIPTION: Cannon Microfilm Sanner 800

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: *EOB office solution* Remove from office after new microfilm scanner is installed.

OTHER INFORMATION:

CONDITION OF ASSET: Working

REASON FOR DISPOSITION: Purchasing a new microfilm reader/scanner

COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check 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: After new microfilm scanner is installed

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1160

SIGNATURE *Karen Jensen*

### AUDITOR

ORIGINAL PURCHASE DATE 1/14/2004

RECEIPT INTO 1190-3835

ORIGINAL COST 11,113.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1601

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 325-2013

DATE APPROVED 7-18-13

SIGNATURE *Daniel Johnson*

**PURCHASE AGREEMENT FOR  
SCANPRO 3000 MICROFILM VIEWER AND SCANNER WITH MAINTENANCE  
FOR BOONE COUNTY RECORDER**

**THIS AGREEMENT** dated the 18<sup>th</sup> day of July 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **RK Black Missouri, LLC DBA EBE Office Solutions** herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a contract for one (1) **ScanPro 3000 Microfilm Viewer & Scanner with maintenance** in compliance with the State of Missouri Contract **C213018001**, EBE Equipment Service Agreement dated June 12, 2013, Boone County Standard Terms and Conditions, and Insurance Requirements. 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 conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response(s).
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following equipment and maintenance:

**Boone County Recorder** – 801 E. Walnut Street, Room 132, Columbia, MO 65201.

**Microfilm Viewer and Scanner:** One (1) new E-Image Data ScanPro 3000 with the following:

ScanPro 3000 Microfilm Viewer & Scanner: #9863000	\$8,995.00
7X-54X full range optical Zoom Lens: #9863754	included
UCC310 fiche/aperture card & motorized 16/35 mm rollfilm carrier: #9863310	included
PowerScan driver software & Install CD, standard	included
No charge PowerScan upgrades for the life of the product, standard	included
FireWire IEEE 1394 PCIe card and Cable, standard	included
Illumination lamp warranty for the life of the product, standard	included
Shipping, handling, insurance, installation & training: #DELM, YINSTM, YTRNN	included
<b>Sub-Total</b>	<b>\$8,995.00</b>
<b><u>Trade-In:</u></b> One (1) Canon Microfilm Scanner 800 (fixed asset #14376) Serial # M31021	(\$250.00)
<b><u>Contract Total:</u></b>	<b>\$8,745.00</b>

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

**Maintenance:** shall be provided for the ScanPro 3000 Microfilm Viewer & Scanner, the 7X-54X full range optical Zoom Lens and the UCC310 fiche/aperture card and motorized 16/35 mm rollfilm carrier for \$700.00 per year. Boone County has paid maintenance on the trade-in Canon Microfilm Scanner 800 for 2013, and any fees for the unexpired term of that maintenance will be applied toward this \$700 fee for the initial year.

Maintenance pricing of \$700 will renew automatically unless either party provides written notice of termination to the other at least 30 days before the end of any term.

Maintenance pricing includes all labor, travel, mileage, travel time, and parts, excluding staples, paper & third-party accessories, i.e. card/coin systems.

Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be five (5) fiscal years following the year equipment is installed and accepted by the County.

**Delivery and Installation:** Contractor agrees to deliver, setup, connect and provide training of Microfilm Viewer & Scanner for the **Boone County Recorder** within 10 days after receipt of Purchase Order. Contractor shall remove the trade-in Scanner the same day the new Microfilm Viewer and Scanner is installed. Contractor agrees to remove the hard drive (memory storage device) should one exist and leave with County.

3. **Billing and Payment** - All billing shall be invoiced to the Boone County Recorder and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of Microfilm Viewer and Scanner; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
4. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
5. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
  - c. If appropriations are not made available and budgeted for any calendar year.

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

**RK BLACK MISSOURI, LLC  
DBA EBE OFFICE SOLUTIONS**

by Ronald Kegan  
Signature  
RONALD KEGAN  
Printed Name  
title SALES MANAGER

**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 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.

[Signature]  
Signature by [initials]

Microfilm Scanner & Printer: 2800-92100 / \$8745  
Maintenance: 1160-60050 / \$700 annually

7/12/13  
Date Appropriation Account

## 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.



15. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.

**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.



15080 W 116th Street, Olathe, KS 66062 (913) 577-8100

### EQUIPMENT SERVICE AGREEMENT

**INSTALLATION ADDRESS**

**BILLING ADDRESS**

<b>Client:</b> Boone County Recorder's Office <b>Address:</b> 801 E. Walnut <b>City/State:</b> Columbia, MO <b>Zip:</b> 65201 <b>Phone No:</b> (573) 886-4345 <b>Fax:</b> (573) 886-4359 <b>Key Operator:</b> Karen Johnson <b>Email Address:</b> kjohnson@boonecountymmo.org	<b>Client:</b> Boone County, Missouri <b>Address:</b> 801 E. Walnut <b>City/State:</b> Columbia, MO <b>Zip:</b> 65201 <b>Phone No:</b> (573) 886-4345 <b>Fax:</b> (573) 886-4359 <b>Contact:</b> Karen Johnson <b>Email Address:</b> kjohnson@boonecountymmo.org
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**Installation and Service Agreement Options:** *Appropriate categories must be initialed by Client in the block to the left of the option*

<input type="checkbox"/>	<i>Initial Connectivity</i>	Includes at no additional cost the connectivity installation of 6 work stations (\$90/hour beyond 6 workstations)
<input type="checkbox"/>	<i>Connectivity</i>	Includes one year of connectivity support beyond the initial installation. (\$380/year)
<input type="checkbox"/>	<i>Decline Connectivity</i>	Current non agreement per call rate is \$125/ hour plus \$30 trip charge.
<input type="checkbox"/>	<i>Total Care</i>	Includes labor, travel, parts and toner. Excludes staples, paper & third-party accessories, i.e. card/coin systems.
<input checked="" type="checkbox"/>	<i>General Maintenance</i>	Includes labor, travel and parts only. Excludes staples, paper & third-party accessories, i.e. card/coin systems.
<input type="checkbox"/>	<i>Decline Maintenance</i>	Current non agreement per call rate is \$125/ hour plus \$30 trip charge.
<input type="checkbox"/>	<i>Line Filter</i>	Covers damage from lightning, electrical surges & power problems not covered under above programs. (\$135 each)

**Note: Any fees for the unexpired term of the existing MS 800 Service Agreement will be applied toward this fee.**

Model	Serial Number	Price	Base Rate Per	
ScanPro 3000 Microfilm Viewer & Scanner.	TBD	\$700.00	<input type="checkbox"/> Mo. <input type="checkbox"/> Qtr. <input checked="" type="checkbox"/> 1 Yr.	
7X-54X full range optical Zoom Lens.			<input type="checkbox"/> B & W Allowance <input type="checkbox"/> B & W Overage	
UCC310 fiche/aperture card & motorized 16			<input type="checkbox"/> Mo. <input type="checkbox"/> Qtr.    NA    Per Image	
			<input type="checkbox"/> Color Allowance <input type="checkbox"/> Color Overage	
			<input type="checkbox"/> Mo. <input type="checkbox"/> Qtr.    NA    Per Image	
		<b>\$700.00</b>		

**Client Approval**

*Subject to terms and conditions on reverse side of this page.*

By: \_\_\_\_\_  
Duly Authorized Signature

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ P.O. # \_\_\_\_\_

**EBE Approval**

By: Ronald Kogan  
Duly Authorized Signature

Printed: **Ronald Kogan**

Title: **Sales Manager**

Date: **6/12/2013**

Start Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_    End Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Placement Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Contract #: \_\_\_\_\_    Lease #: \_\_\_\_\_    Start Color Read: \_\_\_\_\_

Primary Tech #: \_\_\_\_\_    Secondary Tech #: \_\_\_\_\_    Response Target: \_\_\_\_\_ hrs. ID#: \_\_\_\_\_

## TERMS & CONDITIONS

**1. AGREEMENT:** You appoint Service Provider and Service Provider accepts the appointment to provide the services described in this agreement with respect to the equipment listed on the reverse side under "Model" (the "Equipment"). You agree to all of the terms and conditions included in this agreement and in any invoices that Seller may deliver to you under this Agreement. Together, this Agreement and the invoices together are a complete statement of the parties' agreement regarding the Equipment (the "Agreement"). This Agreement shall become effective upon execution by the parties.

**2. TERM:** The term of the Agreement begins on the date that you sign the Agreement and will continue from the first day of the following month for 1 year. Upon expiration of any term, the Agreement shall automatically renew for an additional term of 1 year at prevailing rates in effect at the time of renewal unless either party provides written notice of termination to the other at least 30 days before the end of any term.

**3. CHARGES:** Service Provider will mail to you an invoice that describes the total amount that you owe to Service Provider for services provided under this agreement. Unless you have elected to pay quarterly or annually, Service Provider will mail the invoice to you monthly. **Zero Base Program:** If you have elected to participate in the Zero Base Program, you shall pay Service Provider for each image made by the Equipment during the applicable billing period. The amount charged for each black and white image is the amount listed on the reverse side under B&W Overage. The amount charged for each color image is the amount listed on the reverse side under Color Overage. **Base Rate Program:** If you have elected to participate in the Base Rate Program, you shall pay to Service Provider the amount listed on the reverse side under "Base Rate." If you exceed the number of images allowed for the period, you shall pay Service Provider the amount listed under B&W Overage/Color Overage for each image in excess of the allowed number of images. Charges for maintenance services not covered under this Agreement shall be invoiced using the Service Provider's standard parts and labor rates in effect at the time the service is performed. If you have delinquent invoices, Service Provider may refuse to provide service to you and terminate the Agreement. You agree to pay Service Provider all costs of collection, including reasonable attorney fees.

**4. GENERAL MAINTENANCE:** If you selected the General Maintenance Package, Service Provider shall provide all general maintenance for the Equipment in accordance with the terms of this Agreement ("General Maintenance"). Service Provider shall provide General Maintenance services during its regular business hours (8 a.m. to 5 p.m., Monday through Friday, excluding holidays). General Maintenance shall include service for the Equipment, including labor, parts and travel expenses. General Maintenance also includes scheduled preventative maintenance as specified by the manufacturer. Service Provider will notify you upon its discovery that, in its opinion, the Equipment exhibits the need for chronic, excessive repair ("Nonconforming Equipment"). Service Provider will not be required to provide any services under this Agreement if it determines that the Equipment is Nonconforming Equipment.

**5. EQUIPMENT INSPECTION:** Equipment to be covered under this Agreement is to be in safe and normal operating condition. Service Provider is responsible for inspecting each item of Equipment within 60 days of assuming service responsibility. If the inspection reveals an item of Equipment that is not in safe or in normal operating condition, Service Provider will notify you within the next 30 days (or such shorter period as is necessary to avoid material risk or personal injury or property damage), and you are responsible for bringing that item of Equipment into safe and normal operating condition. If you request, Service Provider will make necessary repairs in accordance with its standard rates then in effect for such service. If you fail to bring that item of Equipment into safe and normal operating condition, Service Provider will not be required to provide maintenance services to that item of Equipment.

**6. TOTAL CARE PACKAGE:** If you selected the Total Care Package, you receive the General Maintenance services and a reasonable supply of toner. You are responsible for the cost of staples and paper. Upon request, Service Provider will deliver to you a reasonable amount of toner at no charge. If Service Provider determines in its sole discretion that you have an excessive amount of toner, Service Provider reserves the right to charge you for the excess toner.

**7. CONNECTIVITY & LINE FILTER:** If you selected the Connectivity Package, Service Provider shall provide 1 year of Connectivity Support beyond the initial installation. Connectivity Support includes installation and configuration of future workstations or servers for print/scan/fax software; reinstallation and troubleshooting of compatibility issues; and end user Connectivity Support does not include any network transport media issues, server or workstation operating system configuration or modification; custom integration with any third party software or hardware; or support for any workstation not physically located at your site. If you purchased a Line Filter, your rights and remedies relating to your use of the Line Filter are provided by the manufacturer's warranty, a copy of which will be included with your purchase of the Line Filter.

**SERVICE EXCLUSIONS:** Service Provider may decline to provide maintenance services with respect to the following: (a) any service for equipment not identified on the reverse side of the "Model" or not subsequently approved by us in writing for coverage under this Agreement; (b) any Nonconforming Equipment; (c) any maintenance or repair service to be provided by you; (d) your moving the Equipment to a location deemed unreasonable by Service Provider; (e) any service or downtime caused by (i) a condition that was triggered or subject to a product recall, (ii) a design, specification or instruction provided by you or your representative, (iii) your failure to fulfill your responsibilities under this Agreement, (iv) the failure of anyone other than the Service Provider to comply with Service Provider's written instructions or recommendations, (v) your combining the Equipment with any incompatible item, (vi) any alteration or improper storage, handling, use or maintenance of any part of the Equipment by anyone other than Service Provider, (vii) design or manufacturing defects in any item of others, (viii) anything that causes damage to the Equipment not being serviced by Service Provider, including without limitation a building, structure deficiency, power surge, fluctuation or failure, and air conditioning failure, or (ix) anything beyond your reasonable control other than service necessitated by normal Equipment usage.

**9. YOUR OBLIGATIONS:** Throughout the term of this Agreement, you shall: (a) notify Service Provider immediately if you determine that the Equipment is in need of repair or (b) permit Service Provider to enter the property where the Equipment is located to inspect it at any reasonable time; and (c) provide Service Provider with a reasonable amount of space to make any necessary inspections or repairs.

**10. DEFAULT:** If you default in the performance of any of your obligations under this Agreement or any other agreement with Service Provider, Service Provider may (a) enforce this Agreement, (b) recover damages for the default, and (c) exercise any other remedy available by law. If Service Provider refers this Agreement to an attorney for collection, you agree to pay Service Provider's reasonable attorney's fees and actual court costs. You agree that any delay or failure by Service Provider to enforce its rights under this Agreement does not prevent Service Provider from enforcing any rights at a later time. No remedy set out in this paragraph is intended to be exclusive; each shall be cumulative but only to the extent necessary for Service Provider to recover from you those monies for which you are liable.

**11. DISCLAIMER OF WARRANTY:** SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR RELATED TO THE LINE FILTER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.


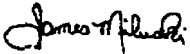
**12. MISCELLANEOUS:** You shall not assign any of your rights or obligations under this Agreement without the prior written permission of Service Provider. This Agreement shall be governed by and construed in accordance with Oklahoma law, without giving effect to any principle of conflicts of law or choice of law that would otherwise make the law of any other jurisdiction govern this Agreement. The parties agree that the venue for any legal action arising out of this Agreement shall be in Oklahoma County, Oklahoma. If any provision of this Agreement is declared unenforceable, the other provisions in the Agreement shall remain in effect.

**13. THIRD PARTY SOFTWARE:** Despite any other terms and conditions of the Agreement, you agree that this Agreement does not provide service for any Third Party Software that is delivered with or installed on the Equipment. You agree that your use of such Third Party Software is governed by the terms and conditions of the end user license agreement for the Third Party Software.



## NOTICE OF AWARD

State Of Missouri  
Office Of Administration  
Division Of Purchasing And Materials Management  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://www.oa.mo.gov/purch>

SOLICITATION NUMBER B2Z13018	CONTRACT TITLE Microfilm Reader Printers
CONTRACT NUMBER C213018001	CONTRACT PERIOD December 28, 2012 Through December 27, 2013
REQUISITION NUMBER NR 231 3AR00000001	VENDOR NUMBER 2010056520 1
CONTRACTOR NAME AND ADDRESS EBE Office Solutions 11142 Renner Blvd Lenexa, KS 66219	STATE AGENCY'S NAME AND ADDRESS Office of the Secretary of State 600 West Main St Mailroom RM281 Jefferson City, MO
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  The proposal submitted by EBE Office Solutions in response to B2Z13018 is accepted in its entirety.	
BUYER Paul Linhardt	BUYER CONTACT INFORMATION Email: paul.linhardt@oa.mo.gov Phone: (573) 751-4578 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 12/14/12
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT   James Miluski	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

**Original**

AMENDMENT NO: 001  
RFP NO.: B2Z13018  
TITLE: Microfilm Reader Printers  
ISSUE DATE: November 19, 2012

REQ NO.: NR 231 3AR00000001  
BUYER: Paul Linhardt  
PHONE NO.: (573) 751-4578  
E-MAIL: Paul.Linhardt@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: December 6, 2012 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: December 28, 2012 through December 27, 2013

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

SECRETARY OF STATE'S OFFICE  
600 WEST MAIN, MAILROOM RM281  
JEFFERSON CITY, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 08/28/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

DOING BUSINESS AS (DBA) NAME EBE Office Solutions		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. RK Black Missouri, LLC	
MAILING ADDRESS 11142 Renner Blvd.		IRS FORM 1099 MAILING ADDRESS 4111 Perimeter Center Place	
CITY, STATE, ZIP CODE Lenexa, KS 66219		CITY, STATE, ZIP CODE Oklahoma City, OK 73112	
CONTACT PERSON Ronald Kogan		EMAIL ADDRESS rkogan@ebe-usa.com	
PHONE NUMBER 913-577-8142		FAX NUMBER 913-492-3552	
TAXPAYER ID NUMBER (TIN) 20-1005652	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> X FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 2010056520 1	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> X Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 12/5/12	
PRINTED NAME Ronald Kogan		TITLE Imaging Sales Manager	

**TITLE: MICROFILM READER PRINTERS**

**CONTRACT PERIOD: DECEMBER 27, 2012 THROUGH DECEMBER 28, 2013**

Prospective offerors are hereby notified of the following revisions to the RFP.

1. REVISED – Paragraph 4.15.1
2. ADDED – Exhibit B, Section B.4 and its subparagraphs

Revisions indicated in *italic*





STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B2Z13018  
TITLE: Microfilm Reader Printers  
ISSUE DATE: November 15, 2012

REQ NO.: NR 231 3AR00000001  
BUYER: Paul Linhardt  
PHONE NO.: (573) 751-4578  
E-MAIL: Paul.Linhardt@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: December 6, 2012 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809	(U.S. Mail) or	(Courier Service) DPMM 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517
------------------------------------------------------------------------	-------------------	-------------------------------------------------------------------------------------------

CONTRACT PERIOD: December 28, 2012 through December 27, 2013

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

SECRETARY OF STATE'S OFFICE  
600 WEST MAIN, MAILROOM RM281  
JEFFERSON CITY, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 08/28/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME EBE Office Solution	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. RK Black Missouri, LLC
MAILING ADDRESS 11142 Renner Blvd.	IRS FORM 1099 MAILING ADDRESS 4111 Perimeter Center Place
CITY, STATE, ZIP CODE Lenexa, KS 66219	CITY, STATE, ZIP CODE Oklahoma City, OK 73112

CONTACT PERSON Ronald Kogan		EMAIL ADDRESS rkogan@ebe-usa.com	
PHONE NUMBER 913-577-8100		FAX NUMBER 913-492-3552	
TAXPAYER ID NUMBER (TIN) 20-1005652	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 201005652 01	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 12/5/12	
PRINTED NAME Ronald Kogan		TITLE Imaging Sales Manager	

## 1. INTRODUCTION AND GENERAL INFORMATION

This document constitutes a request for competitive, sealed proposals to establish a contract for the purchase of and maintenance for high-end microfilm reader printers without a workstation, high-end microfilm reader printers with a workstation, low-end microfilm reader printers without a workstation, and low-end microfilm reader printers with a workstation for the Missouri Office of the Secretary of State (SOS) in accordance with the provisions and requirements stated herein.

### 1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed proposals to establish a contract for the purchase and maintenance of microfilm equipment for the Missouri Office of Secretary of State (SOS) in accordance with the provisions and requirements stated herein.

1.1.2 RFP Document Contents: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

Section 1:	Introduction and General Information
Section 2:	Technical Specifications and Performance Requirements
Section 3:	Proposal Submission Information and Requirements
Section 4:	General Contract Provisions
Exhibit A:	Pricing (Cost)
Exhibit B:	Maintenance, Support, and Experience of Personnel
Exhibit C:	Technical Capabilities
Exhibit D:	Participation Commitment
Exhibit E:	Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization
Exhibit F:	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions
Exhibit G:	Miscellaneous Information

### 1.2 RFP Questions:

1.2.1 Questions and issues relating to the RFP must be directed to the buyer, Paul Linhardt. It is preferred that questions be e-mailed to [Paul.Linhardt@oa.mo.gov](mailto:Paul.Linhardt@oa.mo.gov).

1.2.2 All questions and issues should be submitted no later than ten calendar days prior to the due date of the proposals. If not received prior to ten calendar days before the proposal due date, the Division of Purchasing and Materials Management (DPMM) may not be able to fully research and consider the respective questions or issues.

1.2.3 Amendment to the RFP: Questions and issues necessitating requirement changes or clarifications will result in an amendment to the RFP. As a result, some questions and issues may not result in a direct response to the inquiring vendor. There shall be no posted written records of the questions/communications (i.e. formal question/answer document).

### 1.3 Offeror's Contacts:

1.3.1 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 other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from the specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**1.4 Background:**

- 1.4.1 The Missouri Office of the Secretary of State requires the use of microfilm reader printers. This agency uses microfilm equipment for, but not limited to, maintaining records; off-site storage of documents; and microfilm processing, duplicating, and quality control.
- 1.4.2 The Secretary of State's State Records Management division makes available to state government agencies the tools to ensure the efficient management of information by assisting them in the establishment of a records management program. This division provides a host of services to state agencies, including consultation and technical advice on records management; electronic documents; microfilm processing, duplicating, and quality control; and off-site storage of documents.
- 1.4.3 The Secretary of State's Archives division serves as the repository for state records of permanent historical value. The Archives identifies, collects, and preserves those records and makes them available to state government officials, historians, students, genealogists, and the general public.
- 1.4.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

**1.5 Public Record Search and Retrieval System:**

- 1.5.1 Both the current contract (C207048001) and the previous procurement documentation (B2Z07048) may be viewed and printed from the Division of Purchasing & Materials Management's **Public Record Search and Retrieval System** located on the Internet at <http://www.oa.mo.gov/purch>.

## 2. TECHNICAL SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

This section of the RFP includes requirements and provisions relating specifically to the functional and performance requirements of the agency. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor. Response to this section by the offeror is requested in the Exhibit section of this RFP. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in event the proposal is accepted by the state.

### 2.1 General Mandatory Requirements:

2.1.1 The contractor shall provide microfilm reader printers and maintenance services per the requirements stated herein to the sole satisfaction of the state agency.

- a. The contractor shall either provide the equipment and services directly or shall provide a subcontractor(s)/person(s) who must comply with the requirements stated herein. Therefore, references to "the contractor" throughout this document shall also be deemed to include the subcontractor(s)/person(s) provided by the contractor.

**EBE Acknowledges**

2.1.2 The contractor must notify the Division of Purchasing and Materials Management and the state agencies as soon as a manufacturer has determined equipment has become obsolete and no longer serviceable so the State of Missouri can remove the equipment from the contract.

**EBE Acknowledges**

### 2.2 High-End Microfilm Reader Printer Without Workstation Requirements:

2.2.1 The contractor shall provide high-end microfilm reader printers without a workstation which meet or exceed the following mandatory requirements:

- a. The high-end microfilm reader printer must be capable of viewing and printing from roll film, 35mm, 16mm, and 4" x 6" microfiche presently in use.

**Combination 4"x6" fiche/aperture card/ and Motorized 16/35mm roll film carrier.**

- b. The high-end microfilm reader printer must have semi-autoloading for 16mm and 35mm roll film and an interchangeable fiche carrier.

**Yes, the motorized carrier has precision micro positioning digital controllers that do not require the use of knobs to accurately position the film image and provide automatic film loading, rewind and auto stop**

- c. The high-end microfilm reader printer resolution must be at least 600 Dots per Inch (DPI).

**Yes, 1200 DPI**

- d. The high-end microfilm reader printer must use plain paper in the print process and accommodate the following sizes: 8.5" x 11", 8.5" x 14", and 11" x 17".

**Yes, up to 11 x 17**

- e. The high-end microfilm reader printer must include an automatic exposure control as a standard feature.

**Yes, automatic exposure control is standard.**

- f. The high-end microfilm reader printer must use standard toner for printing, if proposed equipment is capable of printing without connection to a state printer.

**Yes, standard toner.**

- g. The high-end microfilm reader printer must produce positive prints from both negative film and positive film.

**Yes, it produces positive prints from both negative film and positive film.**

- h. The high-end microfilm reader printer must have automatic exposure and manual exposure override to compensate for widely varied film density.

**Yes, it offers automatic and manual exposure override.**

- i. The high-end microfilm reader printer must be capable of erasing borders, center skew correction, paper size selection, and image trimming.

**Yes, it is capable of erasing borders, center skew correction, paper size selection, and image trimming.**

- j. The high-end microfilm reader printer must have image masking as a standard feature to enhance print quality and reduce toner usage.

**Yes, it offers image masking.**

- k. The high-end microfilm reader printer must have a minimum 11" x 17" screen to read vertical, horizontal, and oversized filmed documents, if the proposed equipment comes with a screen.

**Yes, it can display on a 24" screen size to read 11x17 and oversized documents vertical and horizontal.**

- l. The high-end microfilm reader printer must have a zoom lens range from 9 – 16x magnification.

**Single integrated optical zoom lenses 7X to 54X or 7X to 105X (required for Ultra Fiche applications).**

- m. The high-end microfilm reader printer must be capable of a 360 degree rotation.

**Yes, the ScanPro is capable of 360 degree rotation.**

- 2.2.2 It is highly desirable the contractor provide high-end microfilm reader printers without a workstation which meet or exceed the following specifications:

- a. The high-end microfilm reader printer should be capable of one-touch printing to an existing state agency laser printer.

**Yes, it is capable of one-touch printing to an existing state agency laser printer via a USB or Network interface.**

- b. The high-end microfilm reader printer should have a minimum scan speed of three seconds for 8.5" x 11" documents and a minimum scan speed of 3.9 seconds for 11" x 17" documents.

**Yes, 1 second for 8.5x11 and less than 2 seconds for 11x17 documents.**

- c. The high-end microfilm reader printer should include a motorized zoom feature.

**Yes it includes a motorized carrier with precision micro positioning digital controllers that do not require the use of knobs to accurately position the film image and provide automatic film rewind and auto stop.**

- d. The high-end microfilm reader printer should be a tabletop design.

**Yes**

- e. The high-end microfilm reader printer should not exceed 39" wide and 39" deep.

**12"W x 16"D**

- f. The high-end microfilm reader printer should include document search capability.

**With the ScanPro's new OCR technology you can search for key words or phrases that you select, link directly to information sources, copy selected areas as text to the clipboard, or convert your entire microfilm image to word searchable PDF's, all with a single click of the live image on your view screen.**

- g. The high-end microfilm reader printer should include three memory present features for auto zoom.  
**Yes, three memory present features for auto zoom.**
- h. The high-end microfilm reader printer should be capable of providing scanner output to a personal computer in .TIFF, .JPEG, or .PDF file formats.  
**JPEG, PNG, PDF, TIFF, TIFF compressed, TIFF G4, PDF multi-page, TIFF multi-page (all TIFF formats).**
- i. The high-end microfilm reader printer should include a power saver and dark screen mode to extend the lamp and film life.  
**Yes, the ScanPro 2000/3000 is also EnergyStar compliant.**
- j. It is highly desirable the high-end microfilm reader printer operate with standard computer configurations of Windows XP, 2000, VISTA, or 7 operating systems.  
**Windows 2000, XP, Vista 32bit & 64bit, Win 7 32bit & 64bit.**
- k. It is highly desirable the high-end microfilm reader printer allow users to scan, save, print, and email to a USB flashdrive, CD, DVD, or hard drive.  
**Yes, it is capable to scan, save, print, and email to a USB flashdrive, CD, DVD, or hard drive.**
- l. It is highly desirable the high-end microfilm reader printer allow for real-time viewing and editing with any Windows compatible monitor.  
**Yes, with any Windows compatible monitor.**

### 2.3 High-End Microfilm Reader Printer With Workstation Requirements:

- 2.3.1 The contractor shall provide high-end microfilm reader printers with a workstation which meet or exceed the following mandatory requirements:
- a. The high-end microfilm reader printer must be capable of viewing and printing from roll film, 35mm, 16mm, and 4" x 6" microfiche presently in use.  
**Combination 4"x6" fiche/aperture card/ and Motorized 16/35mm roll film carrier.**
- b. The high-end microfilm reader printer must have semi-autoloading for 16mm and 35mm roll film and an interchangeable fiche carrier.  
**Yes, the motorized carrier has precision micro positioning digital controllers that do not require the use of knobs to accurately position the film image and provide automatic film loading, rewind and auto stop**
- c. The high-end microfilm reader printer resolution must be at least 600 Dots per Inch (DPI).  
**Yes, 1200 DPI**
- d. The high-end microfilm reader printer must use plain paper in the print process and accommodate the following sizes: 8.5" x 11", 8.5" x 14", and 11" x 17".  
**Yes, up to 11 x 17**
- e. The high-end microfilm reader printer must include an automatic exposure control as a standard feature.  
**Yes, automatic exposure control is standard.**
- f. The high-end microfilm reader printer must use standard toner for printing, if proposed equipment is capable of printing without connection to a state printer.

**Yes, standard toner.**

- g. The high-end microfilm reader printer must produce positive prints from both negative film and positive film.

**Yes, it produces positive prints from both negative film and positive film.**

- h. The high-end microfilm reader printer must have automatic exposure and manual exposure override to compensate for widely varied film density.

**Yes, it offers automatic and manual exposure override.**

- i. The high-end microfilm reader printer must be capable of erasing borders, center skew correction, paper size selection, and image trimming.

**Yes, it is capable of erasing borders, center skew correction, paper size selection, and image trimming.**

- j. The high-end microfilm reader printer must have image masking as a standard feature to enhance print quality and reduce toner usage.

**Yes, is offers image masking.**

- k. The high-end microfilm reader printer must have a minimum 11" x 17" screen to read vertical, horizontal, and oversized filmed documents, if the proposed equipment comes with a screen.

**Yes, it offers a 24" screen to read 11x17 and oversized documents vertical and horizontal.**

- l. The high-end microfilm reader printer must have a zoom lens range from 9 – 16x magnification. **Single integrated optical zoom lenses 7X to 54X or 7X to 105X (required for Ultra Fiche applications).**

- m. The high-end microfilm reader printer must be capable of a 360 degree rotation.

**Yes, the ScanPro is capable of 360 degree rotation.**

- 2.3.2 It is highly desirable the contractor provide high-end microfilm reader printers with a workstation which meet or exceed the following specifications:

- a. The high-end microfilm reader printer should be capable of one-touch printing to an existing state agency laser printer.

**Yes, it is capable of one-touch printing to an existing state agency laser printer via a USB or Network interface.**

- b. The high-end microfilm reader printer should have a minimum scan speed of three seconds for 8.5" x 11" documents and a minimum scan speed of 3.9 seconds for 11" x 17" documents.

**Yes, 1 second for 8.5" x11" and less than 2 seconds for 11x17 documents.**

- c. The high-end microfilm reader printer should include a motorized zoom feature.

**Yes it has a motorized zoom function.**

- d. The high-end microfilm reader printer should be a tabletop design.

**Yes, it is a tabletop design.**

- e. The high-end microfilm reader printer should not exceed 39" wide and 39" deep.

**12"W x 16"D x 7.5"H (305mm x 406mm x 190mm)**

- f. The high-end microfilm reader printer should include document search capability.

**With the ScanPro's new OCR technology you can search for key words or phrases that you select, link directly to information sources, copy selected areas as text to the clipboard, or convert your**

entire microfilm image to word searchable PDF's, all with a single click of the live image on your view screen.

g. The high-end microfilm reader printer should include three memory present features for auto zoom.  
**Yes, three memory present features for auto zoom.**

h. The high-end microfilm reader printer should be capable of providing scanner output to a personal computer in .TIFF, JPEG, or .PDF file formats.  
**JPEG, PNG, PDF, TIFF, TIFF compressed, TIFF G4, PDF multi-page, TIFF multi-page (all TIFF formats).**

i. The high-end microfilm reader printer should include a power saver and dark screen mode to extend the lamp and film life.  
**Yes, the ScanPro 2000/3000 is also EnergyStar compliant.**

j. It is highly desirable the high-end microfilm reader printer operate with standard computer configurations of Windows XP, 2000, VISTA, or 7 operating systems.  
**Windows 2000, XP, Vista 32bit & 64bit, Win 7 32bit & 64bit.**

k. It is highly desirable the high-end microfilm reader printer allow users to scan, save, print, and email to a USB flashdrive, CD, DVD, or hard drive.  
**Yes, it is capable to scan, save, print, and email to a USB flashdrive, CD, DVD, or hard drive.**

l. It is highly desirable the high-end microfilm reader printer allow for real-time viewing and editing with any Windows compatible monitor.  
**Yes, with any Windows compatible monitor.**

#### **2.4 Low-End Microfilm Reader Printer Without Workstation Requirements:**

2.4.1 The contractor shall provide low-end microfilm reader printers without a workstation which meet or exceed the following mandatory requirements:

a. The low-end microfilm reader printer must be capable of viewing and printing from roll film, 35mm, 16mm, and 4" x 6" microfiche presently in use.  
**Combination 4"x6" fiche/aperture card/ and Motorized 16/35mm roll film carrier.**

b. The low-end microfilm reader printer must use plain paper in the print process and accommodate the following sizes: 8.5" x 11" and 8.5" x 14".  
**Yes, up to 8.5" x 14".**

c. The low-end microfilm reader printer must have semi-autoloading for 16mm and 35mm roll film and an interchangeable fiche carrier.  
**Yes, the motorized carrier has precision micro positioning digital controllers that do not require the use of knobs to accurately position the film image and provide automatic film loading, rewind and auto stop**

d. The low-end microfilm reader printer resolution must be at least 300 Dot per Inch (DPI).  
**1200 dpi**

e. The low-end microfilm reader printer must include an automatic exposure control as a standard feature.  
**Yes the ScanPro 800 offers automatic exposure control as a standard feature.**

f. The low-end microfilm reader printer must produce positive prints from both negative film and positive film.



**Yes the ScanPro 800 produce positive prints from both negative film and positive film.**

- g. The low-end microfilm reader printer must have automatic exposure and manual exposure override to compensate for widely varied film density.

**Yes, the ScanPro 800 has automatic exposure and manual exposure override to compensate for widely varied film density.**

- h. The low-end microfilm reader printer must be capable of erasing borders, center skew correction, paper size selection, and image trimming.

**The ScanPro 800 capable of erasing borders, center skew correction, paper size selection, and image trimming.**

- i. The low-end microfilm reader printer must be a tabletop design.

**The ScanPro 800 is a tabletop design.**

- j. The low-end microfilm reader printer's footprint must not exceed 39" wide and 39" deep.  
**12"W x 16"D**

- k. The low-end microfilm reader printer must use standard toner for printing, if proposed equipment is capable of printing without connection to a state printer.

**Yes, it uses standard toner.**

- l. The low-end microfilm reader printer must have image masking as a standard feature to enhance print quality and reduce toner usage.

**The ScanPro 800 has image masking as a standard feature to enhance print quality and reduce toner usage.**

- m. The low-end microfilm reader printer must have a minimum 11" x 11" screen to read vertical, horizontal, and oversized filmed documents.

**The ScanPro 800 has a screen size of a minimum 11" x 18" to read vertical, horizontal and oversized filmed documents.**

- n. The low-end microfilm reader printer must have a zoom lens range from at least 10 - 24x magnification.

**Single integrated optical/electronic(digital) zoom lens 7X to 54X.**

- o. The low-end microfilm reader printer must be capable of a 360 degree rotation.

**The ScanPro 800 is capable of a 360 degree rotation.**

2.4.2 It is highly desirable the contractor provide low-end microfilm reader printers without a workstation which meet or exceed the following specifications:

- a. The low-end microfilm reader printer should include a reader printer mode with on-touch printing to an existing state agency laser printer.

**Yes, it is capable of one-touch printing to an existing state agency laser printer.**

- b. The low-end microfilm reader printer should have a minimum first print speed of at least 5.5 seconds for 8.5" x 11" documents.

**Minimum print speed is 5 seconds or less.**

- c. The low-end microfilm reader printer should include a preview mode (dynamic thresholding) with the ability to adjust lightness or darkness of image on screen before printing paper copies.

**The ScanPro 800 includes a preview mode (dynamic thresholding) with the ability to adjust lightness or darkness of image on screen before printing paper copies.**

d. The low-end microfilm reader printer should include one lens with a magnification of 23 – 50x.  
**Single integrated optical/electronic(digital) zoom lens 7X to 54X.**

e. The low-end microfilm reader printer should be capable of providing scanner output to a personal computer in .TIFF file format.

**JPEG, PNG, PDF, TIFF, TIFF compressed, TIFF G4, PDF multi-page, TIFF multi-page (all TIFF formats).**

f. The low-end microfilm reader printer should include a power saver and dark screen mode to extend the lamp and film life.

**Yes, the ScanPro 800 is also EnergyStar compliant.**

## 2.5 Low-End Microfilm Reader Printer With Workstation Requirements:

2.5.1 The contractor shall provide low-end microfilm reader printers with a workstation which meet or exceed the following mandatory requirements:

a. The low-end microfilm reader printer must be capable of viewing and printing from roll film, 35mm, 16mm, and 4" x 6" microfiche presently in use.

**Combination 4"x6" fiche/aperture card/ and Motorized 16/35mm roll film carrier.**

b. The low-end microfilm reader printer must use plain paper in the print process and accommodate the following sizes: 8.5" x 11" and 8.5" x 14".

**Yes, plain paper up to 8.5x14"**

c. The low-end microfilm reader printer must have semi-autoloading for 16/35mm roll film and an interchangeable fiche carrier.

**Yes, the motorized carrier has precision micro positioning digital controllers that do not require the use of knobs to accurately position the film image and provide automatic film loading, rewind and auto stop. It provides an interchangeable fiche carrier.**

d. The low-end microfilm reader printer resolution must be at least 300 Dot per Inch (DPI).  
**1200 DPI.**

e. The low-end microfilm reader printer must include an automatic exposure control as a standard feature.

**The ScanPro 800 includes an automatic exposure control as a standard feature.**

f. The low-end microfilm reader printer must produce positive prints from both negative film and positive film.

**The ScanPro 800 produces positive prints from both negative film and positive film.**

g. The low-end microfilm reader printer must have automatic exposure and manual exposure override to compensate for widely varied film density.

**The ScanPro 800 has automatic exposure and manual exposure override to compensate for widely varied film density.**

h. The low-end microfilm reader printer must be capable of erasing borders, center skew correction, paper size selection, and image trimming.

**The ScanPro 800 is capable of erasing borders, center skew correction, paper size selection, and image trimming.**

i. The low-end microfilm reader printer must be a tabletop design.

**The ScanPro 800 is a tabletop design.**

j. The low-end microfilm reader printer's footprint must not exceed 39" wide and 39" deep.  
**12"W x 16"D**

k. The low-end microfilm reader printer must use standard toner for printing, if proposed equipment is capable of printing without connection to a state printer.

**Yes, standard toner**

l. The low-end microfilm reader printer must have image masking as a standard feature to enhance print quality and reduce toner usage.

**The ScanPro 800 has image masking as a standard feature to enhance print quality and reduce toner usage.**

m. The low-end microfilm reader printer must have a minimum 11" x 11" screen to read vertical, horizontal, and oversized filmed documents.

**The ScanPro 800 has a screen size of a minimum 11: x 18" to read vertical, horizontal and oversized filmed documents.**

n. The low-end microfilm reader printer must have a zoom lens range from at least 10 – 24x magnification.

**Single integrated optical/electronic(digital) zoom lens 7X to 54X.**

2.5.2 It is highly desirable the contractor provide low-end microfilm reader printers with a workstation which meet or exceed the following specifications:

a. The low-end microfilm reader printer should include a reader printer mode with on-touch printing to an existing state agency laser printer.

**Yes, it is capable of one-touch printing to an existing state agency laser printer.**

b. The low-end microfilm reader printer should have a minimum first print speed of at least 5.5 seconds for 8.5" x 11" documents.

**Minimum print speed is 5 seconds or less.**

c. The low-end microfilm reader printer should include a preview mode (dynamic thresholding) with the ability to adjust lightness or darkness of image on screen before printing paper copies.

**The ScanPro 800 includes a preview mode (dynamic thresholding) with the ability to adjust lightness or darkness of image on screen before printing paper copies.**

d. The low-end microfilm reader printer should include one lens with a magnification of 23 – 50x.

**Single integrated optical/electronic(digital) zoom lens 7X to 54X.**

e. The low-end microfilm reader printer should be capable of providing scanner output to a personal computer in .TIFF file format.

**JPEG, PNG, PDF, TIFF, TIFF compressed, TIFF G4, PDF multi-page, TIFF multi-page (all TIFF formats).**

f. The low-end microfilm reader printer should include a power saver and dark screen mode to extend the lamp and film life.

**Yes, the ScanPro 800 is also EnergyStar compliant.**

**2.6 Maintenance Requirements:**

2.6.1 The contractor's service technician(s) must have experience on servicing all equipment covered under the contract.

- a. The contractor shall notify the Division of Purchasing and Materials Management of any change of administration contact or service representation (e.g. change in organization responsible for service). Such notification should be received by Division of Purchasing and Materials Management prior to the change taking place and should be received no later than five working days prior to the change of service.

**EBE Acknowledges**

2.6.2 The contractor must provide at least two annual preventative maintenance visits per piece of equipment to include a complete inspection, essential cleaning, lubrication, replacement of worn or broken parts, and mechanical adjustments to accommodate new parts or to compensate for wear.

**EBE Acknowledges**

2.6.3 The contractor must provide an on-site maintenance services program that includes meeting all contractual response time(s) required by the state agency and found to be necessary by the service organization to keep the equipment in good operating condition to ensure the continuous operation of the devices.

**EBE Acknowledges**

2.6.4 The contractor's on-site maintenance must include labor, mileage, travel time, equipment, and replacement of parts necessary to maintain the equipment in good operating condition.

**EBE Acknowledges**

2.6.5 The contractor shall provide on-site maintenance services nine hours per day, five days per week, excluding state holidays.

**EBE Acknowledges**

2.6.6 The contractor must provide a "call back" response to hardware maintenance calls within one hour after the call is placed during normal business hours. It is highly desirable the contractor's "call back" response be within thirty minutes.

**EBE Acknowledges and call back response will be 30 minutes**

2.6.7 Once a service technician has been mutually determined to be required on-site for maintenance services, the contractor must respond with a service technician on-site within six business hours after this mutual determination for on-site service has been made. It is highly desirable the contractor's service technician respond on-site within two business hours after mutual determination for on-site service has been made.

- a. The State of Missouri defines the on-site maintenance response time as the total elapsed time from when the mutual determination has been made that the agency's service call necessitates on-site service until the time when the contractor's qualified service technician is present on-site at the calling agency's location.

**EBE Acknowledges**

- b. The contractor's repeated failure to meet the above stated mandatory response time may result in cancellation of the contract.

**EBE Acknowledges**

- 2.6.8 The contractor must provide a film step test when necessary on any and all microfilm cameras at no additional cost.  
**EBE Acknowledges**
- 2.6.9 During each service call, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.  
**EBE Acknowledges**
- 2.6.10 The contractor shall agree and understand that the State of Missouri reserves the right to cancel maintenance on any state-owned equipment with thirty days prior written notice to the contractor at no additional cost to the State of Missouri.  
**EBE Agrees and Acknowledges**
- 2.6.11 The contractor should provide emergency service for weekends, vacations, and state holidays.  
**EBE Acknowledges**
- 2.6.12 It is highly desirable the contractor furnish a toll-free telephone number for purposes of obtaining service under this contract and requesting information relating to maintenance.  
**EBE Acknowledges**
- 2.6.13 It is highly desirable the contractor provide electronic technical support, which would include the ability for the agency to report problems to and order on-site maintenance services online from the contractor.  
**EBE Acknowledges**
- 2.6.14 It is highly desirable that replacement, spare, and repair parts needed to maintain the equipment specified herein be newly manufactured parts. Remanufactured, refurbished, and reconditioned parts are acceptable with the condition these parts meet or exceed the specifications developed by the Original Equipment Manufacturer (OEM) and be fully guaranteed to operate as intended in the equipment specified.  
**EBE Acknowledges**
- 2.7 Delivery Performance:**
- 2.7.1 General Delivery Requirements: The contractor and the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.  
**EBE Acknowledges**
- 2.7.2 Delivery Timeframes: The contractor must deliver the equipment within 21 calendar days after receipt of a properly executed order from the State of Missouri. However, it is highly desirable the delivery be within 15 calendar days.  
**EBE Acknowledges and will deliver within 15 calendar days.**
- 2.7.3 Replacement of Damaged Product: The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.  
**EBE Acknowledges**
- 2.8 Installation Requirements:**

- 2.8.1 The contractor shall be responsible for the installation of the equipment and shall ensure all equipment is functioning optimally to the sole satisfaction of authorized agency staff. The state agency will provide all personal computers and monitors necessary for installation.

**EBE Acknowledges**

**2.9 Single Point of Contact:**

- 2.9.1 The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.

**EBE Acknowledges**

**2.10 Reporting Requirements:**

- 2.10.1 The contractor shall submit to the state agency an annual usage report of the services provided. The report shall identify the equipment serviced, the date service was provided, and the specific maintenance and supplies provided. The contractor must submit the report electronically in an analysis-ready format. (Reports in PDF or similar format shall be considered unacceptable.)

**EBE Acknowledges**

### 3. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

#### 3.1 Preparation and Submission of Proposals:

This section of the RFP includes information and instructions to the offeror that are integral to vendors offering a proposal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a proposal.

##### 3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS RFP.

##### 3.1.2 Proposal Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages

Exhibit A - Pricing (Cost)

Exhibit B - Contractor Support and Experience

Exhibit C - Technical Capabilities

Exhibit D - Participation by Other Organizations

Exhibit E - Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization

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

Exhibit G - Miscellaneous Information

- a. Offerors are strongly encouraged to structure their proposal so that the individual provisions of the exhibit language precede each of the offeror's responses. Offerors are discouraged from referring evaluators to other sections of their proposal to find their response to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.

##### 3.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories to allow the state to conduct a complete and efficient evaluation. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein or the offeror's proposed solution should be excluded from the offeror's proposal.

##### 3.1.4 Proposal Copies: The offeror's proposal should include an original document, plus four copies for a total of five documents. In addition, for each copy provided, the offeror should include one complete electronic copy of their proposal in Microsoft compatible format or in .pdf on CD(s) or flash drive(s).

- a. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
- b. The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."
- c. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials.

### 3.1.5 Confidentiality and Proprietary Materials:

- a. Pursuant to section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- b. The DPMM is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 RSMo requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law. Regardless of any claim by an offeror as to material being proprietary and not subject to copying or distribution, or how an offeror characterizes any information provided in its proposal, all material submitted by the offeror in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the DPMM and withheld from any public request submitted to DPMM after award. Offerors should presume information provided to DPMM in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law.
- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
  - 1) Offeror's entire proposal;
  - 2) Offeror's pricing;
  - 3) Offeror's proposed method of performance including schedule of events and/or deliverables;
  - 4) Offeror's experience information including customer lists or references;
  - 5) Offeror's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see section 610.021 RSMo. Paragraph 15).
- d. It shall be the offeror's responsibility to notify the buyer of record listed on page 1 of the RFP if any provision of the RFP requires the offeror to submit specific information that is a closed record pursuant to section 610.021 so that consideration may be given to removing or modifying the provision.
- e. In the event that the offeror does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such parts of their proposal must be separated and clearly marked as confidential within the offeror's proposal along with an explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021 RSMo. The offeror's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- f. The offeror's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal and return of their proposal at the offeror's expense.

3.1.6 Products/Service Outside Continental US: If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.

3.1.7 Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing and Materials Management as specified below, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid and Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such



as social security numbers. Also, in preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

- 3.1.8 Compliance with Requirements, Terms and Conditions: Offerors are cautioned that the State of Missouri shall not award a non-compliant proposal. Consequently, any offeror indicating non-compliance or providing a response in conflict with the mandatory requirements, terms, conditions, or provisions of the RFP shall be eliminated from further consideration from award unless the state exercises its sole option to competitively negotiate the proposal(s) and the offeror resolves the noncompliant issue(s).
- a. The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.
  - b. In order to ensure compliance with the RFP, the offeror should indicate agreement that, in the event of conflict between any of the offeror's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the state's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration from award.
- 3.1.9 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:
- a. Registration of business name (if applicable)
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)
  - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 3.1.10 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the [www.irs.gov](http://www.irs.gov) website), 2) complete a State of Missouri Vendor Input Form located at [www.oa.mo.gov/acct/](http://www.oa.mo.gov/acct/) and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).
- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with

the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.

- b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

**3.2 Proposal Evaluation and Award:**

3.2.1 Evaluation: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Required Costs	120
Contractor Support and Experience	30
Technical Capabilities	40
MBE/WBE Participation	10
TOTAL	200

3.2.2 Competitive Negotiation of Proposals:

- a. The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management 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:
- b. Negotiations may be conducted in person, in writing, or by telephone.
- c. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- d. 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.
- e. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.2.3 The state is requesting four different options to be proposed for microfilm reader printers and associated maintenance pricing. Please Note: The State of Missouri will evaluate the options separately with the state awarding the option(s) which is in the best interests of the State of Missouri.

- a. The offeror provides pricing for high-end microfilm reader printers with workstation and associated maintenance.

- b. The offeror provides pricing for high-end microfilm reader printers without workstation, but with associated maintenance.
- c. The offeror provides pricing for low-end microfilm reader printers with workstation and associated maintenance.
- d. The offeror provides pricing for low-end microfilm reader printers without workstation, but with associated maintenance.

**3.3 Evaluation of Cost:**

3.3.1 The cost evaluation shall be based on the total cost determined using the quantities provided herein and the firm, fixed prices stated on the Pricing Page for the original contract period and each potential renewal period. The cost evaluation shall be based on the estimated quantity of one unit purchased for the original contract period and each of the renewal periods. The cost evaluation of maintenance shall be based on purchasing applicable maintenance for one machine purchased each year for the original contract period and the renewal periods.

3.3.2 The cost evaluation shall be based on the pricing for mandatory requirements provided by the offeror in response to Exhibit A, Cost (Pricing Pages), including contract renewal periods.

- a. Objective cost evaluation points shall be determined from the result of the calculation stated above using the following formula to conduct separate objective cost evaluations of required costs (120 points) for a high-end microfilm reader printer with workstation and associated maintenance, high-end microfilm reader printer without workstation but with associated maintenance, low-end microfilm reader printer with workstation and associated maintenance, and low-end microfilm reader printer without workstation but with associated maintenance:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \begin{matrix} 120 \\ \text{cost} \\ \text{points} \end{matrix} = \begin{matrix} \text{Cost evaluation points} \\ \text{for Required Costs} \end{matrix}$$

- b. The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.
- c. Offerors are advised that the assumptions used for the cost calculation are estimated averages. The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual or anticipated usage.

**3.4 Evaluation of Offeror's Contractor Support and Offeror's Experience:**

3.4.1 The evaluation of the offeror's and any subcontractor(s)' contractor support and experience shall be considered subjectively based on fact. Therefore, the offeror is advised to submit information concerning the offeror's contractor support and experience in the past performances related to the requirements in the RFP, whether from the offeror's organization or from a proposed subcontractor, and information documenting the offeror's proposed ability to perform the requirements of the RFP.

**3.5 Evaluation of Technical Capabilities:**

3.5.1 The evaluation of the technical capabilities shall be subjective based on fact. Information provided by the offeror in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

**3.6 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:**

3.6.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)

3.6.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.6.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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3.6.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. **Participation Commitment:** If the offeror is proposing MBE/WBE participation, the offeror must complete the Participation Commitment form included in Exhibit D by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment form.
- b. **Documentation of Intent to Participate:** The offeror must either provide a properly completed Documentation of Intent to Participate Form included in Exhibit D, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide; (2) must indicate the MBE/WBE's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the percentage specified on the offeror's Participation Commitment Form included in Exhibit D; and (3) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e. the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

3.6.5 **Commitment:** If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on the Participation Commitment form included in Exhibit D, as verified by the MBE/WBE's documentation of intent to participate, shall be interpreted as a contractual requirement.

3.6.6 **Definition: Qualified MBE/WBE:**

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

3.6.7 **Resources:** A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity  
Harry S Truman Bldg., Room 630  
P.O. Box 809  
Jefferson City, MO 65102-0809  
Phone: (877) 259-2963 or (573) 751-8130  
Fax: (573) 522-8078  
Web site: <http://www.oeo.mo.gov>

**3.7 Other Submittal Requirements and Requested Information:**

**3.7.1 Preference for Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs):**

Organizations for the Blind and Sheltered Workshops

3.7.2 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
  - Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate - The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will

provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following internet address:  
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alhpointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alhpointe.org>
- d. Commitment – If the offeror’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

#### Service-Disabled Veteran Business Enterprises (SDVEs)

3.7.3 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
  - 1) The offeror must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
  - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the offeror’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - 3) If the offeror is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the offeror must provide the following information with the proposal:
    - Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.
    - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the

products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein.

NOTE:

- a) If the offeror submitting the proposal is a qualified SDVE, the offeror is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b) If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the SDV's (service-disabled veteran) award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

[www.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.mo.gov/purch/vendorinfo/sdve.html)

- b. Commitment – If the offeror's proposal is awarded, the SDVE participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

3.7.4 Qualified SDVE:

- a. SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- b. SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
- c. SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- d. SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- e. SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

3.7.5 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit E must be submitted prior to an award of a contract.

3.7.6 Debarment Certification: The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit F with their proposal. This document must be satisfactorily completed prior to award of the contract.



3.7.7 Other Requested Information: The offeror should respond to the information requested in Exhibit G, Other Requested Information.

- a. Offerors as Employees: Offerors who are employees of the State of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return Exhibit G with their proposal. This document must be satisfactorily completed prior to award of the contract.

3.7.8 Proposal Submittal Checklist: The following checklist is provided to assist the offeror in completing his/her proposal. The offeror is encouraged to utilize this checklist before submitting the proposal. It is the offeror's sole responsibility to ensure that all mandatory requirements are met and that his/her proposal including all exhibits is properly completed and submitted with the proposal.

No.	Description – while not all documents/items listed below are mandatory in submitting a responsive proposal, failure to provide adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration and may result in rejection of the offeror's proposal.	Completed? (√)
1.	Completed and signed all amendments (if applicable) and original RFP? (Mandatory that proposal includes signature)	✓
2.	Provided firm, fixed pricing on Exhibit A – Pricing Pages?	✓
3.	Completed Exhibit B – Contractor Support and Offeror Experience?	✓
4.	Completed Exhibit C – Technical Capabilities?	✓
5.	If applicable, completed Exhibit D – Participation Commitment for any Blind/Sheltered Workshop, and/or MBE, and/or WBE proposed?	NA
6.	If applicable, completed Exhibit D – Documentation of Intent to Participate, identifying each Blind/Sheltered Workshop, MBE, or WBE proposed?	NA
7.	If applicable, clearly stated Blind/Sheltered and/or MBE and/or WBE participation % of Total Value of Contract (or for Blind/Sheltered Workshops and/or MO Service-Disabled Veteran Business Preference, Total Dollar Amount or Participation %) on Exhibit D?	NA
8.	If applicable, received authorized signature on Exhibit D from every Blind/Sheltered, and/or MO Service-Disabled Veteran Business Preference and/or MBE and/or WBE organization committed to providing products/services under the RFP?	NA
9.	Completed and signed Exhibit E – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return all required documents and affidavit (if required))?	✓
10.	Completed and signed Exhibit F – Debarment?	✓
11.	Indicated any potential conflict of interest as an employee of the state or if any products/services are manufactured/performed outside of the U.S. – Exhibit G, Miscellaneous Information?	✓
12.	If applicable, clearly marked, separated, and sealed proprietary or confidential information?	NA

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

#### 4. GENERAL CONTRACT PROVISIONS

This section of the RFP includes contractual requirements and provisions that will govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory.

##### 4.1 Contract:

4.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri 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 for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, 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 Division of Purchasing and Materials Management 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 to the contract.

##### 4.2 Contract Period:

4.2.1 The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new *procurement process may be conducted*.

##### 4.3 Contract Price:

4.3.1 All prices shall be as indicated on the Pricing Pages. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**4.4 Payments:**

4.4.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oe.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

- a. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oe.mo.gov>.

**4.5 Termination:**

4.5.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

**4.6 Transition:**

4.6.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.

4.6.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven days after receipt of the written request in a format and condition that are acceptable to the state agency.
- b. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
- c. If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed one hundred and eighty calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

**4.7 Contractor Liability:**

4.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the

obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

#### **4.8 Insurance:**

- 4.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.

#### **4.9 Governing Law:**

- 4.9.1 The contract shall be construed according to the laws of the State of Missouri. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Division of Purchasing and Materials Management.

#### **4.10 Contract Assignment:**

- 4.10.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

#### **4.11 Subcontractors:**

- 4.11.1 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
  - a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

- c. Pursuant to subsection 1 of section 285.530, RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:

- 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
- 2) shall not henceforth be in such violation and
- 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

#### **4.12 Authorized Personnel:**

- 4.12.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 4.12.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 4.12.3 The contractor agrees to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 4.12.4 If the contractor meets the definition of a business entity as defined in RSMo 285.525 pertaining to RSMo 285.530, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in RSMo 285.525 pertaining to RSMo 285.530, then the contractor shall, prior to the performance of any services as a business entity under the contract:
- a. Enroll and participate in the E-Verify (see below for E-Verify contact information) federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
  - b. Provide to the Division of Purchasing and Materials Management the documentation required in Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - c. Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in Exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 4.12.5 In accordance with subsection 2 of section 285.530, RSMO, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to aware any new contracts.

**4.13 Contractor Status:**

- 4.13.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. 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 State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

**4.14 Other Agencies May Order:**

- 4.14.1 The state reserves the right to allow other state agencies to order from the contract, providing prior approval of the Division of Purchasing and Materials Management.

**4.15 Cooperative Procurement Program:****PARAGRAPH 4.15.1 REVISED PER AMENDMENT #001**

- 4.15.1 If the contractor has indicated agreement on the Pricing Page with participation in the Cooperative Procurement Program, the contractor shall provide *microfilm reader printers* as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

**4.16 Coordination:**

- 4.16.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

**4.17 Property of the State:**

- 4.17.1 All documents, data, reports, supplies, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

**4.18 Confidentiality:**

- 4.18.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

**4.19 Liability:**

- 4.19.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

**4.20 Inventions, Patents, and Copyrights:**

4.20.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

- a. The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.
- b. The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

**4.21 Participation by Other Organizations:**

4.21.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the

participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

#### **4.22 Confidentiality and Security Documents:**

- 4.22.1 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

#### **4.23 Substitutions:**

- 4.23.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management. Any product substitution must be of equal or better functionality and of equal or lower pricing.



**EXHIBIT A  
PRICING (COST)**

The offeror shall provide firm, fixed pricing below for Microfilm Reader Printers that meets the specifications and requirements of the RFP. The offeror must indicate any other relevant information related to the pricing of their proposed equipment and services.

**A.1 REQUIRED PRICING**

The offeror shall provide firm, fixed pricing in the table below for Microfilm Reader Printers which must include any other products and services necessary to meet all the mandatory requirements and specifications of the RFP. The offeror must clearly describe all products and associated pricing below.

**HIGH-END MICROFILM READER PRINTER WITH WORKSTATION AND MAINTENANCE:**

Line Item	Description	Unit Of Measure	Original Contract Period Firm, Fixed Unit Price
001	Microfilm Equipment High-end microfilm reader printer with workstation pursuant to the requirements stated herein. Offeror proposes the following equipment:  Brand: <u>E-ImageData</u>  Model: <u>ScanPro 2000/3000</u>	EA	<u>\$9295</u>
002	Microfilm Equipment Service High-End Microfilm Reader Printer with workstation maintenance pursuant to the requirements stated herein.	QTR	<u>\$175</u>

**HIGH-END MICROFILM READER PRINTER WITHOUT WORKSTATION, BUT WITH MAINTENANCE:**

Line Item	Description	Unit Of Measure	Original Contract Period Firm, Fixed Unit Price
001	Microfilm Equipment High-end microfilm reader printer without workstation pursuant to the requirements stated herein. Offeror proposes the following equipment:  Brand: <u>E-Image Data</u>  Model: <u>ScanPro 2000/3000</u>	EA	<u>\$8995</u>
002	Microfilm Equipment Service High-end microfilm reader printer without workstation maintenance pursuant to the requirements stated herein.	QTR	<u>\$175</u>

**LOW-END MICROFILM READER PRINTER WITH WORKSTATION AND MAINTENANCE:**

Line Item	Description	Unit of Measure	Original Contract Period Firm, Fixed Unit Price
001	Microfilm Equipment Low-end microfilm reader printer with workstation pursuant to the requirements stated herein.  Offeror proposes the following equipment:  Brand: <u>E-ImageData</u>  Model: <u>ScanPro 800</u>	EA	<u>\$6,295</u>
002	Microfilm Equipment Service Low-end microfilm reader printer with workstation maintenance pursuant to the requirements stated herein.	QTR	<u>\$175</u>

**LOW-END MICROFILM READER PRINTER WITHOUT WORKSTATION, BUT WITH MAINTENANCE:**

Line Item	Description	Unit of Measure	Original Contract Period Firm, Fixed Unit Price
001	Microfilm Equipment Low-end microfilm reader printer without workstation pursuant to the requirements stated herein.  Offeror proposes the following equipment:  Brand: <u>E-ImageData</u>  Model: <u>ScanPro 800</u>	EA	<u>\$5,995</u>
002	Microfilm Equipment Service Low-end microfilm reader printer without workstation maintenance pursuant to the requirements stated herein.	QTR	<u>\$175</u>

**A.2 OTHER REQUIRED COSTS**

The offeror must state any other required firm, fixed costs necessary to meet the RFP requirements herein. The offeror must indicate any other relevant information related to the pricing of their proposed products/services necessary to meet the mandatory requirements of the RFP.

Description	Unit Of Measure	Firm, Fixed Unit Price	Explanation/ Comments
11 x 17 laser printer	1	\$2,400	Laser Printer for High-End MF
8 x 14 laser printer	1	\$300	Laser Printer for Low-End MF

**A.3 RENEWAL OPTION PRICING**

The offeror must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not proposed (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases and decreases shall be calculated against the original contract price, not against the previous year's price. A cumulative calculation shall not be utilized.

**Renewal Pricing for Equipment:**

<b>Potential Renewal Period</b>	<b>Maximum Increase</b>		<b>Minimum Decrease</b>
First Renewal Period	Original Price + 0 %	or	Original Price - 0 %
Second Renewal Period	Original Price + 0 %	or	Original Price - 0 %

*~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~*

**Renewal Pricing for Support Services:**

<b>Potential Renewal Period</b>	<b>Maximum Increase</b>		<b>Minimum Decrease</b>
First Renewal Period	Original Price + 0 %	or	Original Price - 0 %
Second Renewal Period	Original Price + 0 %	or	Original Price - 0 %

*~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~*

**EXHIBIT B**  
**MAINTENANCE, SUPPORT, AND EXPERIENCE OF PERSONNEL**  
**(Evaluation is 30 points)**

The evaluation of the offeror's maintenance, support, and experience of personnel shall be subjective based on the ability of the offeror to perform the requirements stated herein. Therefore, the offeror should present detailed information regarding the maintenance and support and experience of proposed personnel. The following information should be provided by the offeror in order to assist the State of Missouri in evaluation of the offeror's maintenance, support, and experience of personnel. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

**B.1 OFFEROR'S PROPOSED MAINTENANCE AND SUPPORT:**

1. The offeror should indicate whether they will directly provide all maintenance and related services offered for the proposed equipment. If the services are not provided by the offeror's company, the offeror should provide the name of the organization that will be responsible for all such services, describe specifically the experience of the service organization on the proposed equipment, and the type of agreement the offeror's company has with the service organization.

**EBE Office Solutions will provide directly all maintenance and related services offered for the proposed equipment.**

2. The offeror should describe how they intend to function as a single point of contact for the state, regardless of any subcontract arrangements.

**EBE Office Solutions will be the sole provider. Our single point of contact will be Ronald Kogan.**

3. The offeror should fully describe their maintenance offering. The offeror should minimally provide the following information relating to the provision of maintenance services:

- a. Identify the locations(s) and responsibilities of all the service organizations/personnel and indicate which locations serve as the primary location and which locations shall serve in a backup capacity.

**Kansas City HQ office (Primary location)**

**St. Joseph MO office**

**St. Louis MO office**

**Jefferson City MO office**

- b. State the number of service representatives at all location(s) who are trained on the equipment proposed.

**Total of 7 technicians**

- c. State how and by whom service representatives are trained (factory or dealer).

**Our Service Technicians are factory trained and certified.**

- d. State the years of experience of each service representative who will respond to service calls on the proposed equipment.

**Mike Barreda (15 years), Hany Elmasshady (12 years), Larry Brown (12 years), Chris Conner (9 years), Shannon Arp (6 years), John Basden (11 years) and David Carter (3 years)**

- e. Describe plan for responding to off-hour (non-prime time) requests for service and requests for service on holidays, weekends, and vacations.

**Off-hour requests for service on holidays and weekends will be requested 72 hours in advance to the State of Missouri Contract single point of contact. The request will be discussed with the Service Manager and a Service Technician will be assigned. Service calls will be charged with an additional hourly charge of \$150.00.**

- f. Describe the maintenance escalation procedure complete with the positions and telephone numbers of the people to be notified.
- g. Describe the procedures to be used to contact service personnel.
- h. Describe response time guarantees to be provided to the state.

**At EBE Service Comes First**

From the beginning, we knew the quality of service we provide to our clients would be the key to our future success. Our selection standards for new technicians and the training they receive remains among the highest in the industry. As a result, clients and manufacturers we represent recognize us on an ongoing basis for the quality of service we provide. Our factory trained service associates are able to fix your system fast and fix it right. Our response time targets are based on the speed of your system; from the time you place a service call, and when a service technician arrives onsite.

**Kansas City, Jefferson City, St. Louis, St. Joseph metro areas: 4 hour response**

**All other areas in Missouri: 8 hour response**

- i. Describe any proposed electronic technical support.
4. The desired delivery is 15 calendar days after the receipt of a properly executed order. If the offeror's delivery is different, the offeror should state delivery in days after receipt of order:   15   calendar days ARO.

5. The offeror should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment by the State of Missouri.

Warranty on Parts: 90 days

Warranty on Labor: 90 days

6. The offeror should provide the following information relative to the parts to be furnished for the equipment specified.
- a. The offeror should identify where component spare parts for maintenance of the proposed equipment will be stocked. The offeror should also identify where back-up parts are located and the procedures that will be used in the event a part from the back-up location is required.  
**The parts will be stocked in Kansas City, Jefferson City and St. Louis Missouri.**
  - b. The offeror should state the length of time following award of the contract for which parts availability shall be guaranteed.  
**The parts will be available 7 years after the award of the contract.**
  - c. The offeror should indicate whether their spare parts are new or reconditioned, refurbished, or remanufactured. If both categories apply, then the offeror should indicate any guaranteed or percentage that the new parts will be used in providing maintenance services.  
**All parts used under a service agreement are new.**

## **B.2 OFFEROR'S EXPERIENCE:**

1. The offeror should provide detailed information about the experience and qualifications, including any applicable certifications, of the personnel proposed for each personnel classification provided in response to the RFP and identify whether the staff is that of the contractor or subcontractor.
  - The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.

**EBE Office Solutions has held the State of Missouri microfilm contract for the last 5 years. We have a long experience in serving the State of Missouri and other entities in the State of Missouri. Our current service team has been the interface to the State of Missouri clients. To stay relevant, EBE continuously adapted itself to the evolving document imaging industry and serve our clients with consistent superior products and services. We pride ourselves on remaining flexible and adaptable so we can easily adjust to meet our client's document-related needs of today and tomorrow. From print to microfilm, from supplies to total care service, from scan to file to retrieve information, document output strategies are changing and developing. Whereas, once almost all communication and storage was paper based, networking, email and the internet are now transforming it. Archiving, presenting and reporting are no longer dependent on film. With high expectations for departmental Microfilm Scanners our selected products must become more flexible and offer more functionality in the way of IT integration and document storage/retrieval.**

**We at EBE are flexible, can easily adjust and meet our client's needs of today and tomorrow. To stay relevant, EBE must continue to adapt to the evolving document imaging industry. As the need arises for more flexible, better quality output devices the difference between printer and copier technologies are continuing to blur. We are at the forefront of this development. Whereas direct manufacturers have been forced to compromise, EBE can select the products and services that are positioned best and uniquely in the market of today. EBE has positioned itself to let you produce,**

capture, process and manage your documents in the way that suits you best. We at EBE are committed to optimize your document infrastructure, supply chain management and IT services in the most complex digital environments thru a variety of Product and (Managed) Services.

2. The offeror should provide previous work assignments of the proposed personnel that are similar to the work they will be responsible for under the subsequent contract.  
**State of Missouri Microfilm Contract – 2007 thru 2012**
3. If personnel are not yet named, the offeror should provide:
  - Detailed descriptions of the required employment qualifications; and  
**See attachment**
  - Detailed job descriptions of the position to be filled, including the type of person proposed to be hired.  
**See attachment**
4. The offeror should provide reference contact information (name, role in project, phone, and e-mail). Please verify correct e-mail address prior to submitting) for the projects described pursuant to the above in order to allow the evaluators to verify the information. Utilizing the table below (or in a similar format), the offeror should provide up to three (3) references that may be contacted. In addition, the offeror should provide up to two (2) references that may be contacted for any/each subcontractor that the offeror proposes to utilize to meet the requirements of the RFP. Please clearly indicate which references are for subcontractor(s). Please make sure the contact information, including the email addresses, are current, correct and available for reference contact.

The evaluator's inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference.

<b>REFERENCE</b>	
<b>Contracting Agency/Entity Client Name:</b>	Clay County Missouri
<b>Contact Name:</b>	Wenda Watson
<b>Contact Title:</b>	Chief Deputy Recorder
<b>Description of Role / Responsibility the above contact person had in referenced contract work:</b>	Procurement and operation of ScanPro 2000 equipment
<b>Contact Phone Number:</b>	816-407-3553
<b>Contact Email Address:</b> *please verify accuracy of email address*	<a href="mailto:wwatson@claycogov.com">wwatson@claycogov.com</a>
<b>Applicable Dates of Contract Work</b>	07/2011 - Present
<b>Description of Role / Responsibility in referenced contract work:</b>	Procurement and operation of ScanPro 2000 equipment

**B.3 RELIABILITY:**

1. The offeror should provide information that documents the depth and number of resources (i.e., financial, supplies, facilities, infrastructure, and human resources) to ensure completion of all RFP requirements. The offeror should document how sufficient resources will be provided to the State of Missouri.

2. The offeror describe its organization and the organization of its proposed subcontractor's(s') organization(s) as it relates to the reliability and market strength/stability of the organization.

**EBE is a unique and locally owned company that has been serving greater Kansas City and St. Louis metro areas for more than 70 years. EBE was founded by Jerome Cohen in 1938 under the name of Tempo Co., selling and servicing duplicators. Over the next six decades, two name changes, and thousands of product and service placements, Mr. Cohen created a highly successful, award-winning, record setting dealership known for its quality products and outstanding service.**

Over the years we have completely restructured our business and processes to create an infrastructure that could rapidly detect and react to change in the industry. EBE has focused on the development of services, software and network solutions that integrate with our Document Imaging hardware products. These measures enable EBE to provide a more comprehensive, consultative approach to assist its clients in getting more value from their Document Imaging and Management/Business processes.

In April 2004, 10 months after the death of founder Jerome Cohen, the Cohen family sold EBE to life-long friends, and experienced dealers, Cynthia and Chris Black. They have made a permanent commitment to honor and continue the legacy that Mr. Cohen and his family created at EBE. The Black's are second generation office equipment dealers, having served Oklahoma City and surrounding communities since 1955.

And like the business itself, our name EBE has evolved over the years as well. While it originally was an acronym for 'Electronic Business Equipment', today, we have enhanced the way we think about those letters to better reflect and highlight our core-business activities:

- **Electronic Document Management**
- **Business Print / IT Services**
- **Equipment Sales, Service and Supplies**

<b>Data:</b>	<b>R.K. Black, Inc. / EBE:</b>
<b>Founded:</b>	<b>1955</b>
<b># of employees:</b>	<b>99 full-time employees</b>
<b>Officers:</b>	<b>Chris Black, President / CEO (Oklahoma City)</b>
	<b>Cynthia Black, COO (Oklahoma City, Kansas City, St. Louis)</b>
	<b>Patrick Bakker, Managing Director (Kansas City, St. Louis)</b>



3. The offeror should describe any other companies and organizations that are strategic partners or alliances. Explain what benefit(s) the agency will receive from these alliances and/or partners as it relates to the provision of the required system and services described herein. Offeror should disclose any corporate affiliations regarding other service organization affiliations, etc.

**Not applicable**

4. The offeror should indicate whether there is currently and within the past twelve months any legal actions, suits, or proceeding, pending or threatened against the offeror's organization. Explain any such circumstances. For any subcontractors proposed, the same information should be provided for each subcontractor's organization.

**Not applicable**

5. The offeror should indicate whether it has had contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five years. Explain any such circumstances/reasons for the cancellation and/or non-renewal.

**Not applicable**

**ADDED SECTION B.4 AND ITS SUBPARAGRAPHS PER AMENDMENT #001**

**B.4 ECONOMIC IMPACT TO MISSOURI**

1. *The offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:*

- a. *Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.*

**The proposed products will be serviced by Missourians working in the State of Missouri. EBE Office Solutions has remote technicians that work and live in the St. Louis/Jefferson City areas. Additionally EBE Office Solutions has an office in St. Joseph Missouri. In St. Joseph we are part of the Downtown Dream Initiative and joined other business with relocation to the St. Joseph downtown area.**

- b. *Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.*

**We pay a combination of sales tax, property tax and income tax to the State of Missouri. The total in taxes remitted to the State of Missouri for EBE's fiscal year 2012 is \$51,148**

- c. *Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.*

**The proposed products will be serviced by Missourians working in the State of Missouri. EBE Office Solutions has remote technicians that work and live in the St. Louis/Jefferson City areas. Additionally EBE Office Solutions has an office in St. Joseph Missouri. In St. Joseph we are part of the Downtown Dream Initiative and joined other business with relocation to the St. Joseph downtown area.**

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

**EXHIBIT C**  
**TECHNICAL CAPABILITIES**  
**(Evaluation is 40 points)**

The evaluation of technical capabilities of the products offered shall be subjective based on the specifications and requirements stated herein. Therefore, the offeror should present detailed descriptions of all products proposed. The offeror must propose equipment which meets or exceeds all mandatory ("must" or "shall") requirements stated herein. The following information should be provided by the offeror in order to verify the technical capabilities of the proposed products. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

**C.1 TECHNICAL CAPABILITIES**

1. The offeror should respond to each of the mandatory requirements for the equipment as stated in Section 2 of the RFP, identifying if the offeror's proposed equipment meets the stated requirements. The offeror may submit technical data sheets but must understand that it is the offeror's responsibility to provide detailed information about how the item offered meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the offeror should provide detailed information to assure that the product meets the RFP's mandatory requirements. In the event this information is not submitted with the proposal, the buyer may, but is not required to, seek written clarification from the offeror to provide assurance that the product offered meets the specifications stated in the RFP.
  
2. The offeror should describe if the microfilm reader printers meet or exceed the following highly desirable specifications:
  - a. Is the equipment capable of one-touch printing to an existing state agency laser printer through a personal computer interface?  
**Yes, all proposed equipment is capable of one-touch printing to an existing state agency laser printer through a personal computer interface.**
  - b. Does the equipment include a power saver and dark screen mode to extend the lamp and film life?  
**Yes, all proposed equipment include a power saver and dark screen mode to extend the lamp and film life.**
  - c. Is the high-end equipment capable of providing search functionality?  
**With the ScanPro's new OCR technology you can search for key words or phrases that you select, link directly to information sources, copy selected areas as text to the clipboard, or convert your entire microfilm image to word searchable PDF's, all with a single click of the live image on your view screen.**
  - d. Is the high-end equipment capable of providing scanner output to a personal computer in .TIFF, .JPEG, or .PDF file formats?  
**JPEG, PNG, PDF, TIFF, TIFF compressed, TIFF G4, PDF multi-page, TIFF multi-page (all TIFF formats).**
  - e. Does the high-end equipment include a motorized zoom feature?  
**Single integrated optical/electronic(digital) motorized zoom lens 7X to 54X.**
  - f. Does the high-end equipment include memory present feature for auto zoom?  
**Yes, it includes memory present feature for auto zoom.**
  - g. Is the high-end equipment capable of operating with standard computer configurations of Windows XP, 2000, VISTA, or 7 operating systems?  
**Yes, Windows XP, Vista 32bit & 64bit, Win 7 32bit & 64bit**

- h. If the use of a personal computer is necessary to the high-end equipment, describe the personal computer specifications required for optimal functionality of the equipment.

<b>Processor Speed</b>	<b>2GHz Pentium, or AMD</b>
<b>Computer Memory (RAM)</b>	<b>1GB Memory</b>
<b>Hard Drive</b>	<b>80 GB HD</b>
<b>Optical Media</b>	<b>CD R/W</b>
<b>Monitor</b>	<b>VGA/SVGA/XSVGA</b>
<b>Operating Systems</b>	<b>XP, Vista 32bit and 64bit, Win 7 32bit and 64bit</b>
<b>Computer-to-Scanner connection</b>	<b>Firewire (1394a)</b>

- i. Is the high-end equipment capable of allowing users to scan, save, print, and email to a USB flashdrive, CD, DVD, or hard drive?

**Yes, it can scan, save, print, and email to a USB flashdrive, CD, DVD, or hard drive.**

- j. Describe the viewing capabilities and requirements for the proposed high-end equipment.  
**With the ScanPro 2000/3000, a single click will recall all of the settings to create a scanner designed for any film application. Use powerful features like automatic image adjustment, live editing of selected image areas, and an on-screen magnifier to inspect the smallest text or image detail at up to 500%.**

- k. Does the high-end equipment have a minimum scan speed of 3 seconds for 8.5" x 11" documents and a minimum scan speed of 3.9 seconds for 11" x 17" documents?

**Yes, 8.5 x 11 in 1 second, 11 x 17 in less than 2 seconds.**

- l. What are the dimensions of the high-end equipment?

**12"W x 16"D x 7.5"H (305mm x 406mm x 190mm)**

- m. Is the high-end equipment a tabletop design?

**Yes it is a table top design**

- n. Is the low-end equipment capable of providing scanner output to a personal computer in .TIFF file format?

**Yes, JPEG, PDF, TIFF, TIFF compressed, TIFF G4, PDF multi-page, TIFF multi-page (all TIFF formats)**

- o. Does the low-end equipment have a minimum first print speed of at least 5.5 seconds for 8.5" x 11" documents?

**Yes, 8.5 x 11 in 1 second, 11 x 17 in less than 2 seconds.**

- p. Does the low-end equipment include a preview mode (dynamic thresholding) with the ability to adjust lightness or darkness of the image on screen before printing paper copies?

**Yes, it includes a preview mode (dynamic thresholding) with the ability to adjust lightness or darkness of the image on screen before printing paper copies.**

- q. Does the low-end equipment include one lens with a magnification of 23 – 50x?

**Single integrated optical zoom lenses 7X to 54X or 7X to 105X (required for Ultra Fiche applications)**

- r. Describe the optional workstations, if proposed.

**Wooden workstation for ScanPro, PC and Printer.**

**EXHIBIT D  
PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, **divide** the total participation as proportionately appropriate between the tables below.

<b>MBE Participation Commitment Table</b>		
<i>(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</i>		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed MBE</b>  <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the MBE is proposed to perform.</i>
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed: RFP Paragraph References:
4.	%	Product/Service(s) proposed: RFP Paragraph References:
<b>Total MBE Percentage:</b>	<b>%</b>	

**WBE Participation Commitment Table**

(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed WBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the WBE is proposed to perform.</i>
1.	%	Product/Service(s) proposed:
		RFP Paragraph References:
2.	%	Product/Service(s) proposed:
		RFP Paragraph References:
3.	%	Product/Service(s) proposed:
		RFP Paragraph References:
4.	%	Product/Service(s) proposed:
		RFP Paragraph References:
<b>Total WBE Percentage:</b>	%	

**Organization for the Blind/Sheltered Workshop Commitment Table**

By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1.	Product/Service(s) proposed:
	RFP Paragraph References:
2.	Product/Service(s) proposed:
	RFP Paragraph References:

**SDVE Participation Commitment Table**

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

<b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>	<b>Committed Percentage of Participation for Each SDVE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed SDVE</b> <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the SDVE is proposed to perform.</i>
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
<b>Total SDVE Percentage:</b>	%	

**EXHIBIT D (continued)**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

*~ Copy This Form For Each Organization Proposed ~*

Offeror Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.*

Indicate appropriate business classification(s):

\_\_\_ MBE \_\_\_ WBE \_\_\_ Organization for the Blind \_\_\_ Sheltered Workshop \_\_\_ SDVE

Name of Organization: \_\_\_\_\_

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (If SDVE, provide MO Address): \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

SDVE's Website Address: \_\_\_\_\_ Certification Expiration Date: \_\_\_\_\_ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_ SDV's Signature: \_\_\_\_\_ (Please Print)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (as the participating organization) have agreed to provide:

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

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)*

\_\_\_\_\_  
*Date  
(Dated no earlier than the RFP issuance date)*

**EXHIBIT D (continued)**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five years to a Missouri state agency or public university:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (the SDV's award letter or the SDV's discharge paper, and the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five years, the SDVE should provide the information requested below.

Name of **Missouri State Agency or Public University\*** to Which the SDV's Documents were Submitted:

\_\_\_\_\_  
(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date SDV's Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV's Documents were Submitted: \_\_\_\_\_  
(if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM website [[www.oe.mo.gov/purch/vendorinfo/sdve.html](http://www.oe.mo.gov/purch/vendorinfo/sdve.html)] for up to five years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

<b>FOR STATE USE ONLY</b>	
SDV Documents - Verification Completed By:	
_____ Buyer	_____ Date



**EXHIBIT E  
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

<b>BOX A:</b>	To be completed by a non-business entity as defined below.
<b>BOX B:</b>	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm">http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm</a> .
<b>BOX C:</b>	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (Bid Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the State of Missouri with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT E (continued)**

**BOX B – CURRENT BUSINESS ENTITY STATUS**

*(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)*

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

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

As a business entity, the offeror must perform/provide the following. The offeror should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT E (continued)

**AFFIDAVIT OF WORK AUTHORIZATION:**

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now RONALD KOGAN (Name of Business Entity Authorized Representative) as IMAGING SALES MANAGER (Position/Title) first being duly sworn on my oath, affirm EBC OFFICE SOLUTIONS (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that EBC OFFICE SOLUTIONS (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

<u>Ronald Kogan</u> Authorized Representative's Signature	<u>Ronald Kogan</u> Printed Name
<u>Imaging Sales Manager</u> Title	<u>12/05/2012</u> Date
<u>RKOGAN@EBC-USA.COM</u> E-Mail Address	<u>MBR08798</u> E-Verify Company ID Number

Subscribed and sworn to before me this 5<sup>th</sup> of December 2012. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of Johnson, State of  
(NAME OF COUNTY)  
Kansas, and my commission expires on 9-24-2016.  
(NAME OF STATE) (DATE)

Chad Johnson  
Signature of Notary  
12-5-2012  
Date

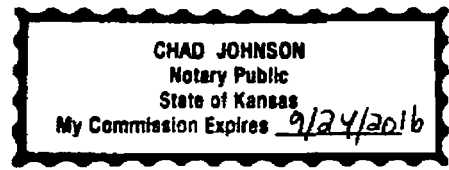


EXHIBIT E (continued)

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

I certify that EBE OFFICE SOLUTIONS (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University\* to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

RONALD KOGAN  
Authorized Business Entity  
Representative's Name  
(Please Print)

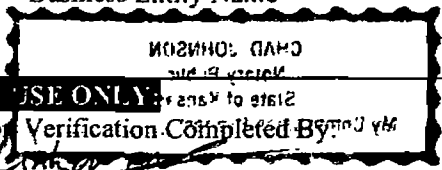
Ronald Kogan  
Authorized Business Entity  
Representative's Signature

MBRU879F  
E-Verify MOU Company ID  
Number

RKOGAN@EBE-US.A.COM  
E-Mail Address


EBE OFFICE SOLUTIONS  
Business Entity Name

12/5/12  
Date




**FOR STATE USE ONLY**  
Documentation Verification Completed By: Paul Carter  
Buyer Date: 12/17/12

Knowledge Check Results




## Congratulations!



**Melisa Brumley (MBRU8798), your score is 100%**

Melisa Brumley, you successfully completed this tutorial and passed the E-Verify Knowledge Check on November 13, 2012.

Use your browser's print capability to obtain a copy of this page for your records.  
To use E-Verify, select 'Exit Tutorial.'



**REMINDER:** You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the English and Spanish versions of the 'Notice of E-Verify Participation' and 'Right to Work' posters.

PK

**EXHIBIT F**  
**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.

RONALD KOGAN, IMAGING SALES MANAGER

Name and Title of Authorized Representative

Ronald Kogan

Signature

12/5/12

Date

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**EXHIBIT G  
MISCELLANEOUS INFORMATION**

**Local Government Use (Cooperative Procurement):** The offeror should indicate whether he/she agrees to participate in the State of Missouri's Cooperative Procurement Program as described herein (see RFP paragraph 4.14).

AGREE   X                        DISAGREES       

**Outside United States:** If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes <u>      </u>	No <u>  X  </u>
Describe and provide details:		

**RFP/Contract Coordinator Contact Information:** If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator and Contract Coordinator if awarded a contract, etc.

<b>RFP COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
<b>NAME:</b>	Not different
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

<b>CONTRACT COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
<b>NAME:</b>	Not different
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

**EXHIBIT G (CONTINUED)**

**Employee Bidding/Conflict of Interest:** Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		Not applicable
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %



**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing and Materials Management (DPMM). The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. 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 to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP 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. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors 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.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered

offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

#### 4. PREPARATION OF PROPOSALS

- a. Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

#### 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.

- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri 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 for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, 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 DPMM or 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 to the contract.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references 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.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency 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 State of Missouri 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 State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 13. WARRANTY

- a. 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 DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## 14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## 15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## 16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## 17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

## 18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## 19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## 20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## 21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## 22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

## 23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08-28-12

TAXATION DIVISION  
P.O. BOX 3666  
JEFFERSON CITY, MO 65105-3666



**STATE OF MISSOURI**  
**Department of Revenue**

Telephone: (573) 751-9268

Fax: (573) 522-1265

E-mail: [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov)

EBE  
RK BLACK MISSOURI LLC  
4111 PERMINETER CTR PL DR  
OKLAHOMA CITY, OK 73112

**DATE:** December 5, 2012  
**MISSOURI TAX ID NUMBER:**  
18804608

## CERTIFICATE OF NO TAX DUE

To Whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all sales or withholding tax due, including penalties and interest, or does not owe any sales and withholding tax, according to the records of the Missouri Department of Revenue as of December 4, 2012. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and does not limit the authority of the Director of Revenue to assess, and/or collect liabilities under appeal, in default of an installment agreement entered into with the Director of Revenue or that become known to the Missouri Department of Revenue as a result of audit, review of the taxpayer's records, or determination of successor liability.

**THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.**

DIRECTOR OF REVENUE OR DELEGATE  
STATE OF MISSOURI

BY:

A handwritten signature in black ink that reads "Dwayne Maples".

Dwayne Maples  
Administrator, Business Tax

Search Results

**Current Search Terms: EBE\* office\* solutions\***

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1016.20130614-1637

**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

July Session of the July Adjourned

Term. 20 13

County of Boone

} ea.

In the County Commission of said county, on the

18th

day of July

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 7-130502LT2 – Star Macro Deck Concrete Protector with SASCO Pavement Coatings, Inc.

The terms of this Term & Supply Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 18th day of July, 2013.

ATTEST:

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

Daniel K. Atwill  
Presiding Commissioner

Absent

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

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Amy Robbins  
**DATE:** July 12, 2013  
**RE:** Single Feasible Source Cooperative Contract: 7-130502LT2 – Star Macro Deck Concrete Protector

Purchasing and Public Works requests permission to utilize the Missouri Department of Transportation cooperative contract 7-130502LT2 – T Star Macro Deck Concrete Protector with SASCO Pavement Coatings, Inc.

This is a Term and Supply contract and invoices will be paid from Departement 2040 – PW-Maintenance, account 26300 – Materials and Chemical Supply.

**cc:** Contract File  
Chet Dunn

**PURCHASE AGREEMENT FOR  
STAR MACRO DECK CONCRETE PROTECTOR**

**THIS AGREEMENT** dated the 18<sup>th</sup> day of July 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SASCO Pavement Coatings, 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 **Star Macro Deck Concrete Protector**, in compliance with the Missouri Department of Transportation Single Feasible Source (SFS) Notice and Request for Price Quotation number 7-130502LT2, as well as the 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 Request for Proposal if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the Missouri Department of Transportation Single Feasible Source (SFS) Notice and Request for Price Quotation number 7-130502LT2, 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, Star Macro Deck Concrete Protector as identified and responded to on Page 3 of the contractor's response to Missouri Department of Transportation Request for Price Quotation number 7-130502LT2. Products will be provided as required in the Quotation and in conformity with the contract documents for the prices set forth in the Quotation Response, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date written above** and extend through **May 31, 2014** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year** periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
4. **Delivery** - Contractor agrees to deliver products FOB destination with no additional cost, within 28 days ARO.
5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department, 5551 Tom Bass Rd., Columbia, MO 65201, and billings may only include the prices listed in the Contractor's quote response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's quote response. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

**SASCO PAVEMENT COATINGS, INC.**

**BOONE COUNTY, MISSOURI**

by Mark Camnefax  
title outbound sales

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

APPROVED AS TO FORM:

ATTEST:

J. Wilson  
County Counselor

Wendy S. Noren  
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 the contract do not create in a measurable county obligation at this time.)

Jane E. Pitchford  
Signature *by cog*

7/12/13  
Date

2040/26300 Term and Supply  
Appropriation Account

## **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.

**Missouri Department of Transportation**  
*Dave Nichols, Director*

573.751.2551  
Fax: 573.751.6555  
1.888.ASK MODOT (275.6636)

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## SINGLE FEASIBLE SOURCE PURCHASE POSTING NOTICE

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**The Missouri Department of Transportation has determined that only one source can provide the products or services described below**

**Title:** SFS 7-130502LT2 - Star Macro Deck – Concrete Protector

**Description:** The Missouri Department of Transportation has determined that only one source, Sasco Pavement Coatings, Inc., Springfield, MO, can furnish the Department with Star Macro Deck – Concrete Protector in the following districts: Central, Southwest & Southeast

**Contract Period:** June 1, 2013 to May 31, 2014

**Renewal Options:** Three (3) additional 1-year renewal options

**Agency:** Missouri Department of Transportation

**Supplier:** Sasco Pavement Coatings, Inc.

**Buyer:** Lori Tackett

**Phone Number:** 573-522-9481

**E-Mail:** [Lori.Tackett@modot.mo.gov](mailto:Lori.Tackett@modot.mo.gov)

**Posting Date:** April 22, 2013

**Response Date:** May 2, 2013



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*Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.*

[www.modot.org](http://www.modot.org)

	<b>REQUEST FOR PRICE QUOTATION FOR SINGLE FEASIBLE SOURCE (SFS) MISSOURI DEPARTMENT OF TRANSPORTATION THIS IS NOT AN ORDER</b>
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**REQUEST FOR PRICE QUOTATION**  
Please quote the lowest prices covering material specified and provide all information requested.

TODAY'S DATE:	APRIL 22, 2013	QUOTE DUE BY:	MAY 2, 2013	F.O.B. REQUIREMENTS:	DESTINATION VARIOUS LOCATIONS THROUGHOUT STATE OF MISSOURI
TIME REQUIRED FOR DELIVERY:	28 DAYS ARO	SFS No:	7-130502LT2	BUYER NAME / TELEPHONE NUMBER:	LORI TACKETT 573-522-9481
Mailing Address Facsimile #:	PO Box 270 Jefferson City, MO 65102 FAX - 573-526-1218	Delivery Location:	As Specified on Each Purchase Order		

**Star Macro Deck - Concrete Protector**  
Districts: Central, Southwest & Southeast  
**CONTRACT PERIOD: June 1, 2013 through May 31, 2014**  
*with three (3) additional 1-year renewal options*

<p><b>Range for # of 5 gallon Pails</b></p> <p><u>1-4</u></p> <p>\$ 26.32 x 5 gal Per 5 Gallon Pail = \$131.60</p>	<p><b>Range for # of 5 gallon Pails</b></p> <p>* 18 = 1/2 pallet</p> <p>\$ 25.00 x 5 gal Per 5 Gallon Pail = \$125.00</p>	<p><b>Range for # of 5 gallon Pails</b></p> <p>* 36 = 1 pallet</p> <p>\$ 23.69 x 5 gal Per 5 Gallon Pail = \$118.45</p>	<p><b>Range for # of 5 gallon Pails</b></p> <p><u>37 and Over</u></p> <p>\$ 26.32 x 5 gal Per 5 Gallon Pail = \$131.60</p>
<p><b>Range for # of 55 gallon Drums</b></p> <p><u>1-4</u></p> <p>\$ 23.59 x 55 gal Per 55 Gallon Drum = \$1,297.45</p>	<p><b>Range for # of 55 gallon Drums</b></p> <p><u>5-9</u></p> <p>\$ 23.59 x 55 gal Per 55 Gallon Drum = \$1,297.45</p>	<p><b>Range for # of 55 gallon Drums</b></p> <p><u>10-14</u></p> <p>\$ 23.59 x 55 gal Per 55 Gallon Drum = \$1,297.45</p>	<p><b>Range for # of 55 gallon Drums</b></p> <p><u>15 and Over</u></p> <p>\$ 23.59 x 55 gal Per 55 Gallon Drum = \$1,297.45</p>
<p><b>Range for # of 275 gallon Totes</b></p> <p><u>1-4</u></p> <p>\$ 18.85 x 275 gal Per 275 Gallon Totes = \$5,183.75</p>	<p><b>Range for # of 275 gallon Totes</b></p> <p><u>5-17</u></p> <p>\$ 18.85 x 275 gal Per 275 Gallon Totes = \$5,183.75</p>	<p><b>Range for # of 275 gallon Totes</b></p> <p>* 18 = 1 T/L</p> <p>\$ 18.40 x 275 gal Per 275 Gallon Totes = \$5,060.00</p>	<p><b>Range for # of 275 gallon Totes</b></p> <p>* 18 and Over</p> <p>\$ 18.40 x 275 gal Per 275 Gallon Totes = \$5,060.00</p>

Quoted prices must be inclusive of all freight and handling costs and remain firm for above contract period. A separate invoice for each order is required.

Company Name:	SASCO Pavement Coatings Inc.
---------------	------------------------------

For Districts 5, 7, 8, 9, 10  
or Central, Southwest & Southeast

## Search Results

**Current Search Terms: SASCO\* pavement\* coatings\* Inc.\***

Records found for current search.

SAM | System for Award Management 1.0

IBM v1.1016.20130614-1637

**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.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 18th day of July 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 the Sheriff's Department to purchase a new generator.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1256	60200	Sheriff/Corrections HK/Maintenance	Equipment repair/maintenance Contingency	5,968	
1256	92300	Sheriff/Corrections HK/Maintenance	Replacement Machine & Equipment		5,968
			Total	5,968	5,968

Done this 18th day of July, 2013.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
 Presiding Commissioner

Absent

Karen M. Miller  
 District I Commissioner

Jarret M. Thompson

Jarret M. Thompson  
 District II Commissioner



## BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

7/11/13

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
1256	60200	Sherff/Corr HK/Maint	Equip repair/maint. Contingency	5,968	
1256	92300	Sherff/Corr HK/Maint	Repl. Mach & Equip		5,968
<u>5,968</u>					<u>5,968</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):

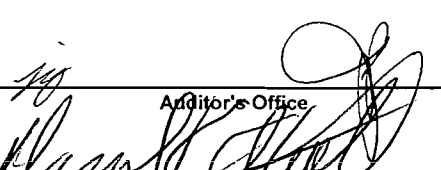
Current generator not working, unable to repair due to age and parts are unavailable.

Do you anticipate that this Budget Revision will provide sufficient funds to complete 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:

  
\_\_\_\_\_  
Auditor's Office  
**PRESIDING COMMISSIONER**

  
\_\_\_\_\_  
**DISTRICT I COMMISSIONER**

Agenda  
  
\_\_\_\_\_  
**DISTRICT II COMMISSIONER**

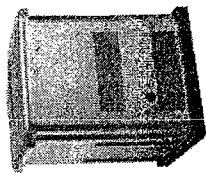
Generator	\$ 3,048.00
Battery +Core	\$ 120.00
Misc. plumbing and wiring	\$ 500.00
Estimated labor	\$ 2,300.00
TOTAL	\$ 5,968.00

# Shopping Cart

**CHECKOUT** ▶

<< Continue Shopping

Remove Qty.



**Briggs & Stratton 10kW Home Standby Generator - 40375**

Lift Gate Service

No, We Can Handle It Ourselves

Price  
**\$2,399.99**

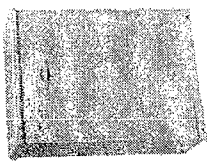
Remove Qty.



**Briggs & Stratton Air-Cooled Standby Generator Cold Weather Kit (10 & 12kW) - 6030A**

**\$199.99**

Remove Qty.



**Briggs & Stratton 100-Amp Automatic Transfer Switch + AC Shedding - 71055**

**\$429.99**

**UPDATE**

Shipping & Tax Calculator

State:  Calculate  
Zip Code:  Calculate

Sub-Total: **\$3,029.97**  
Shipping: **\$17.70**

Why Shipping Charges?

Tax: **\$0.00**  
Total: **\$3,047.67**

**CHECKOUT** ▶

Pay by Check and Save \$60.95

SHOP SECURE

Secured by 2013-07

CUSTOMER CERTIFICATE 07/08/13 by t

Top 500 Franchise Retailer

Inc. 500 FASTEST GROWING

Inc. 500 FASTEST GROWING



Free battery installation and recycling! Free installation available only upon purchase on most vehicles, at most locations. Battery installation determined by store, please see store for details.

### AutoCraft Silver Battery, Group Size 26R, 575 CCA

Part No. 26R-3 [Warranty](#)  
[Read 194 Reviews](#) [View Customer Q&A](#)  
**\$104.99** [Check Store availability](#)  
 Core Charge: \$15.00 65202

4119.99

Stores near you  
 In Stock  
 1232 MISSOURI BLVD  
 Tel: 573-634-8293 [Map it](#)

[Add to Cart](#)

QTY

1

[Check more stores](#)

Shipping: Item not available for delivery

See if this part fits a specific vehicle.

[Check Vehicle Fit](#)

AutoCraft Silver automotive batteries provide reliable starting power in all seasons. AutoCraft Silver automotive batteries are made to meet your vehicles starting power requirements.

#### Product Features:

- Engineered with PowerFrame positive grid technology which virtually eliminates premature failure and resists corrosion up to 86% more effectively than other grid designs.
- PowerFrame provides superior starting performance over the life of the battery with up to 70% better electrical flow than other grid technologies.
- PowerFrame manufacturing process uses 20% less energy and releases 20% fewer greenhouse gas emissions than other manufacturing methods.
- Built to meet vehicle starting power requirements.
- Maintenance free for maximum convenience.
- 2 year free replacement warranty.

[Back To Top](#)

Battery Type: Lead Acid  
 BCI Group Size: 26R  
 Cold Cranking Amps: 575 amps  
 Cranking Amps: 720 amps  
 Deep Cycle/Starting: Starting  
 Height: 7 3/4 in  
 Length: 8 1/2 in  
 Maintenance Free: Yes  
 Reserve Capacity: 81 min  
 Terminal type: Top Terminal  
 Voltage: 12 v  
 Weight: 29 lbs  
 Width: 6 3/4 in

+100 [Earn points](#) simply by sharing with your friends!

[Get advice from friends >](#)

[Follow trending products](#)

#### REVIEW SNAPSHOT® by PowerReviews

4.0 (based on 194 reviews)

of respondents would recommend this to a friend

PROS	CONS	BEST USES
Easy to install (125)	Difficult to install (14)	Battery replacement (159)
Good power output (77)	Heavy (9)	Upgrade (16)
Safe to handle (76)	Lacks power (5)	Back-up (5)
Long lasting (32)		

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 18th day of July 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 disposition of surplus, per attached summary order description, to Myers Construction, LLC in the amount of \$16,120.82 via check payable to Myers Construction, LLC, and mailed to said LLC at PO Box 760, Ashland, Missouri 65010, per the address on the application.

Done this 18th day of July, 2013.

ATTEST:

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

[Signature]  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

[Signature]  
Janet M. Thompson  
District II Commissioner

## **Myers Construction, LLC Summary Order:**

Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the 2010 tax sale surplus relating to parcel 24-502-00-06-082.00.

Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was Myers Construction, LLC, a Missouri limited liability company that was administratively dissolved on September 21, 2009. The sole member and owner of said LLC is Robert Corey Myers who, on behalf of said LLC, has filed an affidavit indicating his status as the only interested party in said LLC and further stating that he will comply with the requirements of Missouri law relating to the wind-up activities of said LLC. Mr. Myers has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The application and other supporting documentation filed with the County Treasurer in support of this claim are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to her office and made a part of the record before the Commission, is satisfied that Myers Construction, LLC, was the owner of the subject property and as such is entitled to the total surplus of \$16,120.82, and recommends the Commission approve the same.

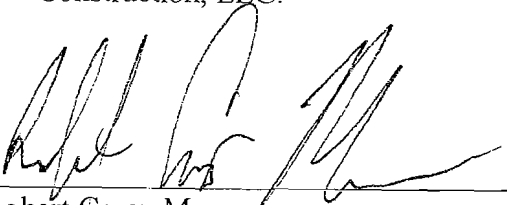
NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to Myers Construction, LLC, in the amount of \$16,120.82 via check payable to Myers Construction, LLC, and mailed to said LLC at PO Box 760, Ashland, Missouri 65010, per the address on the application.

STATE OF MISSOURI     )  
                                          )  
COUNTY OF BOONE     )

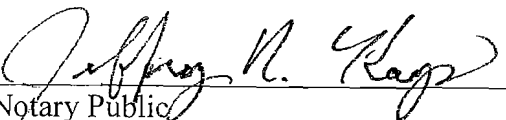
AFFIDAVIT ROBERT COREY MYERS

I, Robert Corey Myers, being first duly sworn according to law, and state that the facts contained herein below are true and correct according to my best knowledge, information and belief:

1. I am making an application for a surplus claim to the Treasurer of Boone County Missouri in behalf of Myers Construction, LLC.
2. I am aware that Myers Construction, LLC, was administratively dissolved on September 21, 2009.
3. I am making the aforementioned application as part of the wind-up activities of Myers Construction, LLC, and know of no other person with a right to make this application on behalf of Myers Construction, LLC.
4. I will comply with all Missouri law relating the appropriate wind-up activities of Myers Construction, LLC.

  
\_\_\_\_\_  
Robert Corey Myers

Subscribed and sworn to before me in Boone County, Missouri, this 24<sup>th</sup> day of July, 2013.

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



JEFFREY R. KAYS  
My Commission Expires  
May 31, 2015  
Boone County  
Commission #11417460

RECEIVED:  
JUL 02 2013  
TREASURER'S OFFICE



Nicole Galloway, CPA
Boone County Government Center
801 E. Walnut RM 205
Columbia, MO 65201-7798
Telephone 573-886-4365 Fax 573-886-4369

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, Myers Construction, LCC, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$16,120.82 resulting from the tax certificate sale conducted by the Boone County Collector on August 23, 2010. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
The Boone County Treasurer processes surplus claims without charge
Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
The claim may not be approved as submitted, and additional information might be requested

Property: Parcel # 24-502-00-06-082.00 Sec 15 T46 R12
Parcel address: 310 Red Tail Dr.
Legal Description: L335 Bluegrass South Estates Plat 2 as shown in Plat Book/Page 40/68

Current mailing address:

P.O. Box 760
Street
Ashland Mo 65010
City State Zip

Social Security Number
Driver's License/State ID Number
Daytime Telephone Number(s)

[Signature]
Date 7-2-13

State of Missouri
County of Boone

On this 2nd day of July in the year 2013, before me, the undersigned notary public, personally appeared Robert Corey Myers, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



JEFFREY R. KAYS
My Commission Expires
May 31, 2015
Boone County
Commission #11417450

[Signature]
Notary Public



JEFFREY R. KAYS
My Commission Expires
May 31, 2015
Boone County
Commission #11417450

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.

YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).

Once paperwork is received and verified a check will be issued and mailed to address above.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 18th day of July 20 13

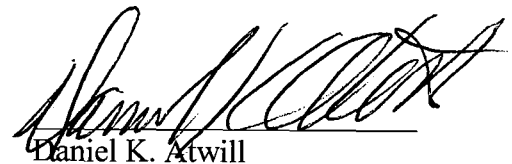
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the County Government Center Chambers by Mid Missouri Peaceworks for September 11, 2013 from 6:00 p.m. to 7:45 p.m.

Done this 18th day of July, 2013.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Indoor Rain Site for 9/11 Commemorations

Date(s) of Use: 9/11/13

Time of Use: From: 5:45 6:00 AM/PM thru 7:45 AM/PM

Facility requested: Courthouse Grounds  - Courtyard Plaza  - Chambers  - Rm301  - Rm306  - Rm311  - Rm332   
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Mid Missouri Peaceworks

Organization Representative/Title: Mark Haim, Director

Address: 804 CE Broadway, Col. MO 65201

Phone Number: 573 875 0539 Date of Application: 7/17/13

Email Address: mail@midmopeaceworks.org

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:  
Wendy S. Noren  
County Clerk

BOONE COUNTY, MISSOURI  
[Signature]  
County Commissioner

DATE: 7-18-13

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 18th day of July 20 13

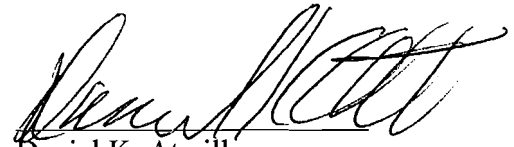
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, July 23, 2013, at 1:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 18th of July, 2013.

ATTEST:

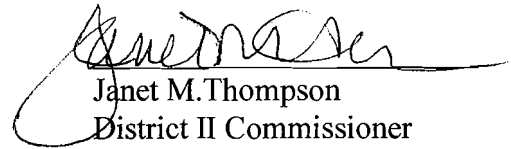
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner