

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 26th day of October 20 10

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request of **S. Diane Heuer** for a Final Development Plan For Nemow Subdivision for M-LP zoning on a total of 4.69 acres, located at 16827 N. Old Hwy 63 North, Sturgeon.

Done this 26th day of October, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner -

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

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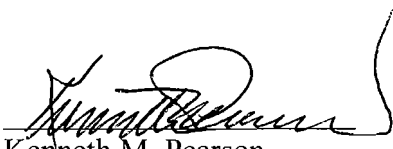
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby **approve** the request by **David and Kimberly Westhoff** for a Final Development Plan for A-2P zoning on 18.02 acres, located at 15900 S. Hawkins Rd., Ashland.

Done this 26th day of October, 2010.

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
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Term. 20 10

In the County Commission of said county, on the 26th day of October 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the County Clerk's Office request to utilize cooperative contracts C309124006 with Penmac Personnel Services Inc., of Springfield, MO, for temporary clerical services. It is further ordered the Presiding Commissioner is hereby authorized to sign said cooperative contract.

Done this 26th day of October, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Skip Elkin
Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
TEMPORARY EMPLOYMENT SERVICES**

THIS AGREEMENT dated the 26 day of October 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Penmac Personnel Services, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Temporary Clerical Services** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **C309124006**. 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 and/or State of Missouri bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the State of Missouri Contract **C309124006** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Temporary Clerical Services on an as needed basis.

3. **Contract Duration** - This agreement shall commence on **July 1, 2010 and extend through June 30, 2011** subject to the provisions for termination specified below. This contract may renew by order of the County for one additional one-year period.

4. **Billing and Payment** - All billing shall be invoiced to the respective ordering Boone County Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

July 28, 2010

CONTRACT TITLE: Temporary Clerical Services
CURRENT CONTRACT PERIOD: July 1, 2010 through June 30, 2011
BUYER INFORMATION: Stacia Dawson
 537-522-3052
Stacia.Dawson@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	July 1, 2009 through June 30, 2010	June 30, 2012

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

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.
 Local Purchase Authority should not be used to purchase supplies/services included in this contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.

The entire contract document 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>.

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C309124001	4317245980 4	Above All Personnel 1712 S Big Bend Blvd St. Louis, MO 63117 Contact: Susan Huber Phone: 314-781-6008 Fax: 314-781-0432 Email: team@aboveallpersonnel.com	NO	YES

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C309124002	1336942470 1	Beatty's Services Inc. 100 Allen Street Hackensack NJ 07601 Contact: Myneika White Phone: 201-342-3199 Fax: 201-880-0717 Email: myneikab@verizon.net	NO	NO
C309124003	4316989240 0	C & S Business Services, Inc. 1731 Southridge Drive Jefferson City, MO 65109 Contact: Paula Benne Phone: 573-635-9295 Fax: 573-635-4145 Email: Paulab@cs-business.com	NO	YES
C309124004	0106304530 0	Digital Ocean Corporation 3701 Gillham Road Kansas City, MO 64111 Contact: Dan Sykes Phone: 816-309-7048 Fax: 816-931-7079 Email: Dan.sykes@digitaloceaninc.com	NO	NO
C309124005	4319143550 2	IMKO Diversified Staffing 900 N Belt Hwy St. Joseph, MO 64506 Contact: Staci Thornton Phone: 816-233-4040 Fax: 816-233-9477 Email: staci@imko.com	NO	YES
C309124006	4316253880 0	Penmac Staffing Services, Inc. 447 South Avenue Springfield, MO 65806 Contact: Aimee Nichols Phone: 417-616-6346 Fax: 417-616-6447 Email: aimee@penmac.com	NO	NO
C309124007	2624138350 0	OC Services PO Box 8486 Wichita KS 67208 Contact: Richard Holt Phone: 316-209-8175 Fax: 316-634-2332 Email: ocservices@hotmail.com	NO	YES

STATEWIDE CONTRACT HISTORY

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

Contract Period	Issue Date	Summary of Changes
7/1/10-6/30/11	07/28/10	Corrected pricing on some line items for Contract C309124003 from C & S Business Services, Inc.
7/1/10-6/30/11	06/01/10	Renewed all contracts. Changed company name for Contact C309124006 from Penmac Personnel Services to Penmac Staffing Services, Inc.
7/1/09-6/30/10	05/28/10	Added the paragraph below and on Contract C309124002 (Beatty's Services, Inc.) the vendor number, address, telephone number and fax numbers were changed.
7/1/09-6/30/10	03/03/10	Changed contractor for Contract C309124007 due to an Assignment of Contract (Amendment #001). New contractor and vendor number are: OC Services (vendor number 2624138350 0).
7/1/09-6/30/10	5/19/09	Initial issuance of new statewide contract

Added paragraph below on 05/28/10

The contractor may involve the use of American Recovery and Reinvestment Act of 2009 (ARRA), §3 funds. Therefore, the following requirement and Attachment is hereby added to the contract.

American Recovery and Reinvestment Act of 2009 (ARRA) - The contractor shall understand and agree that the contract involves the use of American Recovery and Reinvestment Act of 2009 (ARRA), §3 funds. In accordance with the ARRA, the contractor must comply with the requirements specified by the Federal Government in regard to use of such funds. The current requirements are contained in Attachment 1 (attached at the end of this document).

1. CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

1.1.1 The contractor shall provide temporary clerical services for any state agency in accordance with the provision and requirements stated herein.

- a. For purposes of the contract, a state agency shall be defined as a division existing within a Department of Missouri State Government. The various sections, bureaus, offices, program, boards, etc. that may exist within a division shall be considered all part of the same state agency.

1.1.2 The contractor shall provide temporary clerical services within or near one or more of the following cities, as specified in the contract's Notice of Award.

- a. Booneville
- b. Cape Girardeau
- c. Columbia
- d. Farmington
- e. Flat River
- f. Fulton
- g. Hannibal
- h. Independence
- i. Jefferson City
- j. Joplin
- k. Kansas City
- l. Kirksville
- m. Macon
- n. Marshall
- o. Maryville
- p. Moberly
- q. Nevada
- r. Poplar Bluff
- s. Rolla
- t. St. Joseph
- u. St. Louis City
- v. St. Louis County
- w. Sedalia
- x. Sikeston
- y. Springfield
- z. Warrensburg
- aa. Willow Spring

1.1.3 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.

1.1.4 The contractor shall perform all services to the sole satisfaction of the state agency.

1.1.5 Cooperative Procurement Program - If the contractor indicated agreement with participation in the Cooperative Procurement Program, the contractor shall provide temporary clerical services 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 (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.

1.2 Scheduling Requirements:

- 1.2.1 The contractor shall provide temporary clerical services anytime of the day, any day of the week, and at the place designated by the state agency. Unless specified otherwise by the state agency, the temporary clerical shall provide services at the state agency's office location.
- a. The State of Missouri anticipates that the majority of services shall be required between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.
 - b. The contractor shall not provide temporary clerical to provide services in excess of forty (40) hours per week for an individual state agency, unless requested or approved by such state agency and agreeable to the contractor. For purposes of this contract, a week shall begin on a Sunday and end on the following Saturday.
 - c. The contractor shall not provide a temporary clerical on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas, unless requested or approved by the state agency and agreeable to the contractor.

1.3 Personnel Requirements:

- 1.3.1 The contractor's temporary clerical must possess the Knowledge, Skills and Abilities and Minimum Experience and Education Qualifications and must be able to perform any or all of the Duties as specified on the following website for the positions identified on the Pricing Page, and as requested by the state agency.

http://oa.mo.gov/pers/ClassSpecs/List_A-F.htm

- 1.3.2 Prior to the placement of a temporary clerical with the state agency, the contractor shall provide the state agency with references, resumes, and/or test scores for temporary clerical applicants if such is requested by the state agency. If further requested by the state agency, the contractor shall allow the state agency to conduct interviews with selected temporary clerical applicants after review of such information.
- 1.3.3 Prior to the placement of a temporary clerical with the state agency and if requested by the state agency, the contractor shall conduct a criminal history record search of the temporary clerical. If further requested by the state agency, the contractor shall conduct a fingerprint-based criminal history record search of a temporary clerical. The contractor must conduct such criminal history record search(es) with the State Highway Patrol. The contractor shall be responsible for the costs associated with conducting the criminal history record search; however, the state agency shall be responsible for the costs associated with conducting the fingerprint-based criminal history record search.
- a. Upon request, the contractor shall submit a copy of the criminal history record information to the state agency.
 - b. Prior to conducting a criminal history record search, the contractor shall obtain a completed Authorization for Release of Information Form (Attachment #1) signed by the temporary clerical.
 - c. The state agency shall have the right to refuse a temporary clerical based on the results of the criminal history record search.
- 1.3.4 The contractor's temporary clerical shall be subject to the rules, regulations, and policies of the state agency for which they are providing service.
- 1.3.5 The contractor's temporary clericals and the services provided by the temporary clericals must meet the approval of the state agency. At any point during the term of a temporary clerical's assignment, if services become unacceptable, the contractor shall dismiss or replace the temporary clerical upon notification of such by the state agency. The state agency shall provide the contractor with an explanation of the unacceptableness of the

temporary clerical. The contractor shall not charge the state agency for the unacceptable services. However, if the temporary clerical provided more than four hours of unacceptable services, the contractor shall not charge the state agency for at least four hours of service.

1.4 Performance Requirements:

1.4.1 The contractor must provide temporary clerical services for any of the personnel classifications listed on the Pricing Page, as requested by the state agency.

1.4.2 When temporary clerical services are requested, the state agency shall specify the requirements for the services needed, including but not limited to: (1) the personnel classification required, (2) an explanation of the duties, responsibilities, and qualifications required of the temporary clerical, (3) the location where the temporary clerical services are required, (4) the workdays and work hours anticipated for the temporary clerical services, (5) anticipated duration of the temporary clerical services, and (6) the number of temporary clerical required.

a. In the event the contractor disputes the personnel classification requested by the state agency based on the contractor's understanding of the duties, responsibilities, and qualifications required of the temporary clerical, the contractor shall notify the state agency of such, explain the contractor's reasoning, and recommend the appropriate personnel classification. However, after providing such explanation, in the event of a continued dispute, the contractor shall agree and understand that the state agency's determination of the appropriate personnel classification shall be final and without recourse.

b. In the event the contractor does not have a temporary clerical available for the particular personnel classification specified by the state agency, the contractor shall provide a temporary clerical that is higher qualified for the position. However, the state agency shall pay the contractor for the personnel classification required.

1.4.3 If requested by the state agency, the contractor shall provide more than one temporary clerical at a time.

1.4.4 If requested by the state agency and mutually agreeable to the contractor, the contractor shall provide a temporary clerical to travel to another city in order to complete or continue providing services already started by such temporary clerical at the Office of Administration Travel Regulations and Contiguous US Per Diem Rates.

a. The state agency shall not provide state owned, leased, or rented vehicles, or other means of transportation for the temporary clerical. The state agency shall not require the contractor's temporary clerical to provide services which would require the temporary clerical to utilize any type of vehicle as a means of transportation in the performance of such service.

1.5 State Agency Requirements:

1.5.1 In the event multiple contractors exist for a particular city, the state agency shall utilize the services of the lowest-priced contractor for the required personnel classification, except as specified below.

a. If the contractor cannot provide a temporary clerical in accordance with the state agency's needs, the contractor must immediately notify the state agency. The contractor shall make every effort to meet the needs of the state agency and provide a temporary clerical with the abilities, experiences and qualifications required. The state agency shall document each instance of the contractor's inability to provide the temporary clerical services as required. If the contractor continually or consistently is unable to provide the required temporary clerical services, the Division of Purchasing and Materials Management may elect to cancel the contract.

b. In the event that none of the contractors for a city can provide the required services or in the event no contract exists for a particular city, the state agency may obtain the needed services from another source, including utilizing the services of a temporary clerical services contractor from another city. The state agency should (1) identify the city closest to where the temporary clerical services are required, and (2) request services from the lowest-priced contractor serving such city.

- c. In the event the state agency desires to utilize the services of a contractor other than the lowest-priced contractor, the state agency must document the reasons for such and must obtain the approval of the Division of Purchasing and Materials Management prior to utilizing such contractor.
 - d. If the state agency provides the contractor with less than one week notice of the need for a temporary clerical, the contractor may refuse to provide a temporary clerical if the contractor is unable to provide a temporary clerical as required by the state agency. However, the contractor must notify the state agency immediately if the contractor is unable to provide a temporary clerical.
- 1.5.2 When temporary clerical services are required, the state agency shall provide the contractor with as much prior notice as possible.
- 1.5.3 Each time the contractor's services are required, the state agency shall attempt to utilize the temporary clerical for a minimum of two (2) continuous hours.
- 1.5.4 The state agency shall provide all necessary supplies, equipment, and work area for the temporary clerical.
- 1.5.5 The state agency shall attempt to provide at least one (1) working day notice to the contractor if cancellation of services previously requested is necessary.
- 1.6 Additional Requirements:**
- 1.6.1 The contractor shall provide clerical services on a temporary basis only.
- a. The contractor shall not allow a temporary clerical individual to provide more than 1040 hours of clerical service in a twelve (12) consecutive month period. The 1040 hours shall be considered a limitation on the total of all the clerical services a particular temporary clerical individual can provide in a twelve (12) consecutive month period for all state agencies.
- 1.6.2 Hiring of Clerical - Except for the period of time specified on the Pricing Page, the contract shall not prohibit, restrict, or further limit the state agency from employing any temporary clerical furnished by the contractor. In the event the state agency employs such temporary clerical after such period of time, the state agency shall not pay any fee, penalty, liquidated damages, etc., to the contractor.
- 1.6.3 By the 15th day of each month, the contractor shall submit a usage report to the Division of Purchasing and Materials Management of the services provided for all of the various using state agencies during the previous month and year-to-date. The contractor must submit the report electronically in an analysis-ready format, such as Microsoft Excel or Access. Reports in PDF or similar format shall be considered unacceptable.
- a. For each state agency utilizing the contractor's service, the report must contain, at a minimum, the information listed below:
 - 1) Each personnel classification provided for the state agency,
 - 2) The city in which service was provided, and
 - 3) The number of hours of service provided during the month,
 - b. In addition, the contractor shall submit the usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the requesting state agency for only those services provided for the specific state agency.
- 1.6.4 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.
- a. The contractor shall make all such records, books, and other documents relevant to the contract available at all reasonable times and in a format acceptable to the state agency and/or its designees and/or the Missouri State Auditor during the term of the contract, and for five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation,

audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it.

- b. The contractor shall permit governmental auditors and/or authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that the contractor may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

1.7 Invoicing and Payment Requirements:

1.7.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. 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.oa.mo.gov>.

1.7.2 The contractor shall submit a monthly invoice to each state agency utilizing the contractor's services at the address specified by the state agency.

- a. The invoice must state the names and personnel classifications of all temporary clerical providing service for the state agency during the invoice period, and the number of hours of service provided by each temporary clerical.

1.7.3 The state agency shall pay the contractor in accordance with the applicable firm, fixed price stated on the Pricing Page for services actually provided.

- a. For each hour of service provided in excess of forty (40) hours per week (Sunday through Saturday) or for each hour of service provided on one of the holidays specified herein (New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas) pursuant to the state agency's request or approval, the state agency shall pay the contractor one and one-half (1-1/2) the applicable firm, fixed price per hour.

- 1) The pay of one and one-half (1-1/2) the firm, fixed price per hour for services in excess of 40 hours per week shall only be paid if the temporary clerical worked more than forty (40) hours per week for a particular state agency. If a temporary clerical provided more than 40 hours per week for more than one state agency, but not more than 40 hours per week for any one state agency, the contractor shall only be paid the applicable firm, fixed price per hour.

- 2) For each hour of service provided on holidays not specified herein, the state agency shall pay the contractor the applicable firm, fixed price per hour.

- b. In the event the state agency fails to provide one working day notice of a cancellation, the state agency shall pay the contractor for two hours of service.

- c. The contractor shall be paid for hours of services requested/provided as follows:
 - 1) In the event the state agency requires and the contractor provides less than two (2) hours of service, the state agency shall pay the contractor for two (2) hours of service.
 - 2) If more than two but less than eight (8) hours of service are requested and provided, the contractor shall be paid for the amount of service requested.
 - 3) If more than eight (8) hours of service are requested but less than eight (8) hours are provided, the contractor shall be paid for eight (8) hours.
 - 4) If more than eight (8) hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.
- d. In the event the state agency interviews temporary clerical applicants prior to selecting a temporary clerical, the state agency shall pay the contractor for the actual time of the interview for each temporary clerical applicant interviewed. The contractor shall be paid for the actual time of the interviews in accordance with the firm, fixed price per hour stated on the Pricing Page for the applicable personnel classification for which the temporary clerical applicant is being interviewed.
- e. The contractor shall be paid the firm, fixed hourly price stated on the Pricing Page for each hour service is provided. The contractor shall not be paid for the time allotted for the temporary clerical's meal break or any other extended breaks. However, the contractor shall be paid for small breaks (consisting of no more than fifteen (15) minutes), according to the following regarding break and meal breaks.
 - 1) If the temporary clerical provides services for a continuous four hour period, the temporary clerical is allowed a break period, not to exceed fifteen minutes.
 - 2) If the temporary clerical provides services for a continuous six hour period, the contractor is allowed one break period, not to exceed fifteen minutes, and one meal break.
 - 3) If the temporary clerical provides services for a continuous eight hour period or longer, the temporary clerical is allowed one break period, not to exceed fifteen minutes, within the first four hours of service, a meal break, and another break, not to exceed fifteen minutes, within the last four hours of service.

1.7.4 The contractor shall not receive payment for travel time nor reimbursement for travel expenses incurred while providing services within the contractor's awarded city. However, if the contractor provides services outside the contractor's awarded city, the contractor shall be paid/reimbursed as follows:

- a. Travel and Related Expenses - The contractor shall invoice and be reimbursed for actual and reasonable travel and travel related expenses pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS).
 - 1) The contractor must have the prior written approval of the state agency for any such expenses. In addition, the contractor must have the prior approval of the state agency for any travel related expenses which may exceed the CONUS rates.
 - 2) The Office of Administration Travel Regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations at the following address: <http://www.oa.mo.gov/acct/>. Although the actual mileage rate usually changes each July 1, the mileage reimbursement rate is currently \$0.475 per mile effective 07/01/08.
 - 3) The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>
- b. The contractor shall be paid for time spent traveling outside the contractor's awarded city only.

1.7.5 In the event a state agency employs a temporary clerical prior to the expiration of the number of the calendar days after the initial placement of the temporary clerical for which a hiring fee is applicable as specified on the Pricing

Page, the contractor shall invoice and the state agency shall pay in accordance with the firm, fixed hiring fee stated on the Pricing Page. However, the contractor shall be prohibited and the state agency shall not pay a hiring fee for a temporary clerical employed 90 calendar days following the initial placement of the temporary clerical with the state agency.

- 1.7.6 The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 1.7.7 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.
- 1.7.8 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 1.7.9 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 1.7.10 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency with a check payable as instructed by the state agency in the amount of such overpayment. The contractor shall submit the overpayment to the state agency at the address specified by the state agency.

1.8 Other Contractual Requirements:

- 1.8.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB 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.
- 1.8.2 Contract Period - The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). 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 (2) 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.
- 1.8.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 1.8.4 Termination - 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 (30) 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.
- 1.8.5 Contractor Liability - 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.
- 1.8.6 Insurance - 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.
- 1.8.7 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 RSMo 285.530 (1) 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 RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when

such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1), if the contract binding the contractor and subcontractor affirmatively states that:

- 1) the direct subcontractor is not knowingly in violation of RSMo 285.530 (1) 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.

1.8.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

1.8.9 Authorized Personnel - The contractor understands and agrees that by signing the IFB, the contractor certifies the following:

- a. 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.
- b. 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.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- d. In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

1.8.10 Contractor Status - 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.

1.8.11 Coordination - 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.

1.8.12 Property of State - All documents, data, reports, supplies, equipment, 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.

1.8.13 Confidentiality - 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.

1.8.14 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

- 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 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 participation levels committed to in the contractor's awarded bid. 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 organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
 - 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.

1.9 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

1.9.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:

- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
- b. Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.

1.9.2 Steven's Amendment - In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- 1.9.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 1.9.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 1.9.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 1.9.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.9.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.9.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 1.9.9 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
 - i. Missouri Governor’s E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

1.10 Business Associate Provisions:

- 1.10.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The state agency is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate”

of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
 - 1) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 2) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 3) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 4) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 5) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity [state agency] in its role as employer.
 - 6) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified above.
 - 7) Access, administrative safeguards, confidentiality, covered entity, data aggregation, designated record set, disclosure, hybrid entity, information system, physical safeguards, required by law, technical safeguards, use and workforce shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, and Enforcement Rule (hereinafter referenced as the regulations promulgated thereunder).

1.10.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.10.3 Obligations of the contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with HIPAA and the regulations promulgated thereunder.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.
- g. In order to meet the requirements under 45 CFR 164.524 regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a designated record set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations

in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, “pings,” or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency’s Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

- j. The contractor shall report to the state agency’s Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of such use or disclosure, the contractor shall provide the state agency’s Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.

1.10.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor’s use or disclosure of Protected Health Information, by providing the contractor with the state agency’s notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.10.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.10.6 Breach of Contract– In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees and understands that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the contractual breach to the Secretary of the Department of Health and Human Services.

ATTACHMENT 1

AUTHORIZATION FOR RELEASE OF INFORMATION

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the State of Missouri may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the State of Missouri and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri and all other persons, firms, corporations, and institutions supplying the above requested information.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth date

Applicant's Social Security Number

PRICING PAGE

BOONVILLE

Item No.	Personnel Classification <i>C/S Code: 96457</i>	C & S Business	IMKO	Penmac
		C309124003	C309124005	C309124006
001	General Office Assistant	\$9.50	\$9.84	\$10.29
002	Office Support Assistant - Clerical	\$9.50	\$10.15	\$10.56
003	Office Support Assistant - Keyboarding	\$10.31	\$10.40	\$10.56
004	Office Support Assistant - Stenography	\$9.28	\$10.77	\$10.56
005	Senior Office Support Assistant - Clerical	\$10.26	\$11.07	\$10.95
006	Senior Office Support Assistant - Keyboarding	\$10.94	\$11.69	\$10.95
007	Senior Office Support Assistant - Stenography	\$11.35	\$12.30	\$10.95
008	Administrative Office Support Assistant	\$11.61	\$11.69	\$11.40
009	Account Clerk I	\$9.28	\$10.40	\$10.29
010	Account Clerk II	\$11.29	\$11.69	\$10.95
011	Executive I	\$14.95	\$15.99	\$15.00
012	Accountant I	\$14.95	\$15.99	\$16.25

CAPE GIRARDEAU

Item No.	Personnel Classification <i>C/S Code: 96457</i>	Digital Ocean	IMKO
		C309124004	C309124005
014	General Office Assistant	\$10.50	\$9.84
015	Office Support Assistant - Clerical	\$10.70	\$10.15
016	Office Support Assistant - Keyboarding	\$10.70	\$10.40
017	Office Support Assistant - Stenography	\$11.90	\$10.77
018	Senior Office Support Assistant - Clerical	\$11.50	\$11.07
019	Senior Office Support Assistant - Keyboarding	\$11.50	\$11.69
020	Senior Office Support Assistant - Stenography	\$12.10	\$12.30
021	Administrative Office Support Assistant	\$12.10	\$11.69
022	Account Clerk I	\$11.50	\$10.40
023	Account Clerk II	\$11.55	\$11.69
024	Executive I	\$15.50	\$15.99
025	Accountant I	\$15.50	\$15.99

COLUMBIA

Item No.	Personnel Classification <i>C/S Code: 96457</i>	C & S Business	IMKO	Penmac
		C309124003	C309124005	C309124006
027	General Office Assistant	\$9.50	\$9.84	\$10.29
028	Office Support Assistant - Clerical	\$9.50	\$10.15	\$10.56
029	Office Support Assistant - Keyboarding	\$10.31	\$10.40	\$10.56
030	Office Support Assistant - Stenography	\$9.28	\$10.77	\$10.56
031	Senior Office Support Assistant - Clerical	\$10.26	\$11.07	\$10.95
032	Senior Office Support Assistant - Keyboarding	\$10.94	\$11.69	\$10.95
033	Senior Office Support Assistant - Stenography	\$11.35	\$12.30	\$10.95
034	Administrative Office Support Assistant	\$11.61	\$11.69	\$11.40
035	Account Clerk I	\$9.28	\$10.40	\$10.29
036	Account Clerk II	\$11.29	\$11.69	\$10.95
037	Executive I	\$14.95	\$15.99	\$15.00

513-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 26th day of October 20 10

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

Now on this day the County Commission of the County of Boone does hereby award bid 48-17Sep10 Lease of Floor Mats, to Unifirst. It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply contract.

Done this 26th day of October, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: October 20, 2010
RE: 48-17SEP10 – Lease of Floor Mats Term and Supply

Bid 48-17SEP10 - Lease of Floor Mats Term and Supply closed on September 20, 2010. Three bids were received. Purchasing, Facilities Maintenance and Public Works recommend award to Unifirst for offering the lowest and best bid.

This is a term and supply contract. Invoices will be paid from departments 6101 – Housekeeping and 2040 – PW maintenance Operations, Account 60125 – Custodial and Janitorial Services.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Kelle Westcot, Public Works
Jody Moore, Facilities
Bid File

**48-17SEP10 -
Lease of
Floor Mats
Term &
Supply**

BID TABULATION		AmeriPride Linen and Apparel						Airmark Uniform Services						Unifirst						
Item #	Description	Qty	Original Contract Period		1st Renewal Period		2nd Renewal Period		Original Contract Period		1st Renewal Period		2nd Renewal Period		Original Contract Period		1st Renewal Period		2nd Renewal Period	
			Unit Price/Week	Extended Total	Unit Price/Week	Extended Total	Unit Price/Week	Extended Total	Unit Price/Week	Extended Total	Unit Price/Week	Extended Total	Unit Price/Week	Extended Total	Unit Price/Week	Extended Total	Unit Price/Week	Extended Total	Unit Price/Week	Extended Total
1	3'x5' Scraper Mats	6	\$1.00	\$6.00	\$1.00	\$6.00	\$1.05	\$6.30	\$1.55	\$9.30	\$1.55	\$9.30	\$1.55	\$9.30	\$0.75	\$4.50	\$0.75	\$4.50	\$0.75	\$4.50
2	3'x4' Black Mats	11	\$2.50	\$27.50	\$2.50	\$27.50	\$2.63	\$28.93	\$1.44	\$15.84	\$1.44	\$15.84	\$1.44	\$15.84	\$1.00	\$11.00	\$1.00	\$11.00	\$1.00	\$11.00
3	3'x10' Black Mats	7	\$3.50	\$24.50	\$3.50	\$24.50	\$3.68	\$25.76	\$3.00	\$21.00	\$3.00	\$21.00	\$3.00	\$21.00	\$3.00	\$21.00	\$3.00	\$21.00	\$3.00	\$21.00
4	4'x6' Black Mats	18	\$3.00	\$54.00	\$3.00	\$54.00	\$3.15	\$56.70	\$2.60	\$46.80	\$2.60	\$46.80	\$2.60	\$46.80	\$2.00	\$36.00	\$2.00	\$36.00	\$2.00	\$36.00
5	5'x10' Black Mats	3	\$8.00	\$24.00	\$8.00	\$24.00	\$8.40	\$25.20	\$5.00	\$15.00	\$5.00	\$15.00	\$5.00	\$15.00	\$4.25	\$12.75	\$4.25	\$12.75	\$4.25	\$12.75
5	GRAND TOTAL			\$136.00		\$136.00		\$142.89		\$107.94		\$107.94		\$107.94		\$85.25		\$85.25		\$85.25

**PURCHASE AGREEMENT
FOR
LEASE OF FLOOR MATS – TERM AND SUPPLY**

THIS AGREEMENT dated the 26 day of October 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Unifirst**, 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 **Lease of Floor Mats Term & Supply**, County of Boone Request for Bid for **Lease of Floor Mats Term & Supply**, bid number **48-17SEP10**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor’s bid response dated **September 16, 2010** and executed by **April Stapp** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor’s bid response.

2. Contract Duration - This agreement shall commence on **November 1, 2010 and extend through October 31, 2011** 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to furnish Clean Floor Mats. Items and service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response, as needed and as ordered by County. This is a non-exclusive contract and the County reserves the right to purchase Floor Mat Services from other vendors.

The County agrees to lease from the Contractor and the Contractor agrees to lease to the County the floor mats proposed in the bid specifications and as indicated below:

3’x5’ Scraper Mats (Qty 6)	\$4.50/week
3’x4’ Black Mats (Qty 11)	\$11.00/week
3’x10’ Black Mats (Qty 7)	\$21.00/week
4’x6’ Black Mats (Qty 18)	\$36.00/week
5’x10’ Black Mats (Qty 3)	\$12.75/week
For a total cost of	\$85.25/week

4. Delivery and Service - Contractor agrees to deliver and service the product as set forth in the bid documents. Contractor will be required to commence with delivery of the mats by 8:00 am on November 1, 2010 unless otherwise directed by Boone County Facilities Maintenance.

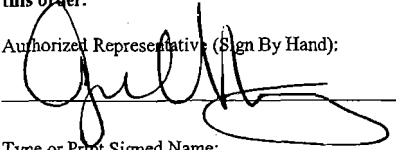
5. Billing and Payment - All billing shall be invoiced to the Boone County Department in charge of each mat location. The order and billings may only include the prices listed in the Contractor’s bid response No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the

4. Response Form

- 4.1. Company Name: Unifirst.
- 4.2. Address: 2244 N. Bolivar Rd
- 4.3. City/Zip: Spfld Mo. 65803
- 4.4. Phone Number: 417-805-1629
- 4.5. Fax Number: 417-805-1264
- 4.6. E-Mail Address: April_Stapp@unifirst.com
- 4.7. Federal Tax ID: 16533232
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

- 4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.9.1. Authorized Representative (Sign By Hand):


4.9.2. Type or Print Signed Name:
April Stapp

4.9.3. Today's Date: 9/16/10

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

- 4.10. Yes No

Pricing Page

The bidder must complete the following table, in its entirety, for each mat outlined. In addition, the bidder must provide a guaranteed not to exceed price for each potential renewal period. The bidder must also complete Exhibit A, Prior Experience, and return it with the bid response.

Item #	Description	Qty	Original Contract Period		1 st Renewal Period		2 nd Renewal Period	
			Unit Price/Week	Extended Total	Unit Price/Week	Extended Total	Unit Price/Week	Extended Total
1.	3'x5' Scraper Mats	6	\$ 0.75	\$ 4.50	\$ 0.75	\$ 4.50	\$ 0.75	\$ 4.50
2.	3'x4' Black Mats	11	\$ 1.00	\$ 11.00	\$ 1.00	\$ 11.00	\$ 1.00	\$ 11.00
3.	3'x10' Black Mats	7	\$ 3.00	\$ 21.00	\$ 3.00	\$ 21.00	\$ 3.00	\$ 21.00
4.	4'x6' Black Mats	18	\$ 2.00	\$ 36.00	\$ 2.00	\$ 36.00	\$ 2.00	\$ 36.00
5.	5'x10' Black Mats	3	\$ 4.25	\$ 12.75	\$ 4.25	\$ 12.75	\$ 4.25	\$ 12.75
5.	GRAND TOTAL			\$ 85.25		\$ 85.25		\$ 85.25

* NO Delivery Charge

EXHIBIT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:**

Company Name: Boone County
Address: 1600 E Broadway, Columbia, Mo. 65201
Contact Name: Richard Sommer / Ryan Sabban
Telephone Number: 573-815-8000

Date of Contract: Dec. 2007 installed / Oct 2007 signed
Length of Contract: 60 month

Description of Prior Services (include dates):

Micro-fiber, Mops & towels / Haccp uniforms / uniform

2. **Prior Services Performed for:**

Company Name: DFA
Address: 800 W. Tampa Spfld, Mo. 65805
Contact Name: Randy Tucker
Telephone Number: 417-865-2614

Date of Contract: May 2007
Length of Contract: 60 months.

Description of Prior Services (include dates):

Uniforms, Mats, Towels

3. **Prior Services Performed for:**

Company Name: Baxter County Court House
Address: 213 E. 4th Street, Mt. Home, AR. 72653
Contact Name: Sue Newton
Telephone Number: 702-873-1180

Date of Contract: Dec 2009
Length of Contract: 12 month

Description of Prior Services (include dates):

Mats, Mop.

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

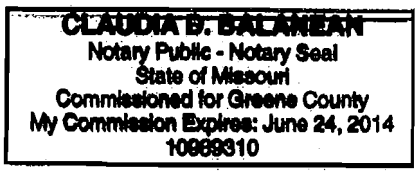
County of _____)
State of _____)ss)

My name is Jennifer Campbell an authorized agent of UniFirst
_____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Jennifer Campbell 9/17/10
Affiant Date
Jennifer Campbell
Printed Name

Subscribed and sworn to before me this 17 day of September 2010
Claudia B. Balanean
Notary Public





Company ID Number: 256995

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

Employer UniFirst Corporation

april stapp

Name (Please Type or Print)

Title

Electronically Signed

Signature

09/24/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

09/24/2009

Date



BOONE COUNTY, MISSOURI
Request for Bid #: 48-17SEP10 – Lease of Floor Mats Term and Supply

ADDENDUM #1 - Issued September 8, 2010

This addendum is issued in accordance with the Bid Data page of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

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

I. Please change the Bid Data page to reflect the following:

Bid Submission Deadline is now 1:30 P.M. on Monday, September 20, 2010.

Bid Opening is now 1:30 P.M. on Monday, September 20, 2010.

Please note that this changes the due date and opening date of the Bid.

By:

**Tyson Boldan,
Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid # 48-17SEP10 – Lease of Floor Mats Term and Supply, receipt of which is hereby acknowledged:

Company Name: Unifirst

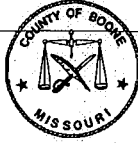
Address: 2244 N. Bolivar

Spfld, mo. 65803

Phone Number: 417-865-1629 Fax Number: 417-865-1264

Authorized Representative Signature: [Signature] Date: 9/16/10

Authorized Representative Printed Name: Anni Skupp



BOONE COUNTY, MISSOURI
Request for Bid #: 48-17SEP10 – Lease of Floor Mats Term and Supply

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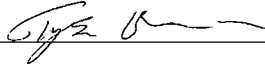
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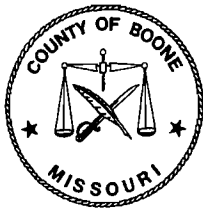
Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



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

Request for Bid (RFB)

Tyson Boldan, Buyer

(573) 886-4392 – Fax: (573) 886-4390

Email: tboldan@boonecountymmo.org

Bid Data

Bid Number: **48-17SEP10**

Commodity Title: **Lease of Floor Mats Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **FRIDAY, SEPTEMBER 17, 2010**

Time: **10:30 AM C.D.T. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **FRIDAY, SEPTEMBER 17, 2010**

Time: **10:30 AM C.D.T.**

Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Exhibit A Prior Experience
Work Authorization Certification
Certification of Individual Bidder
Debarment Form
Standard Terms and Conditions
“No Bid” Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from November 1, 2010 through October 31, 2011 and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the weekly service lease of entrance type floor mats as specified herein.
- 2.1.1. All floor mats supplied by the contractor must meet the industry standard to protect the floors and prevent tracking of water and soil. Floor mats must be black, high quality with carpet face and skid resistant, anti-slip rubber backing.
- 2.1.2. **Estimated Quantity** – The County currently leases the following quantities of floor mats, however, the quantities are given as approximates. The County reserves the right to add or delete quantities as deemed necessary. In addition, the County reserves the right to lease floor mats from other vendors when the County deems the purchase necessary. **NO CHANGES SHALL BE MADE TO THE QUANTITIES LISTED BELOW WITHOUT PRIOR WRITTEN APPROVAL OF THE FACILITIES MAINTENANCE MANAGER OR ADMINISTRATIVE ASSISTANT.** Invoices for mats not approved by the Facilities Maintenance Manager or Administrative Assistant shall not be processed for payment.

Building and Address	Quantity	Size
Courthouse, 701 E. Walnut, Columbia, MO 65201	3	5’x10’ Black Mats
Government Center, 801 E. Walnut, Columbia, MO 65201	4	4’x6’ Black Mats
	2	3’x10’ Black Mats
	3	3’x4’ Black Mats
Public Works Department, 5551 Hwy 63 South, Columbia, MO 65201	3	3’x10’ Black Mats
	5	3’x4’ Black Mats
	3	4’x6’ Black Mats
Boone County Jail, 2121 County Drive, Columbia, MO 65202	4	3’x5’ Scraper Mats
	3	3’x4’ Black Mats
	2	3’x10’ Black Mat
	9	4’x6’ Black Mats
Johnson Building, 601 E. Walnut, Columbia, MO 65201	2	3’x5’ Scraper Mats
	2	4’x6’ Black Mat

- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the prices outlined on the Response Form for the renewal periods.
- 2.2.1. If renewal prices are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. **If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid.** County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight,

etc. in addition to the price of the item(s).

- 2.6. **STOCK ITEMS** – The bidders are expected to have the items bid on the Response Form in stock.
- 2.7. **AWARD** – The County will award this bid on an “all or none” basis. Bidders must bid all items in order to be eligible for award.
- 2.8. **INSPECTION** – All items delivered shall be subject to inspection after delivery. If deficient in any respect, the items shall be rejected and returned at the Contractor’s expense for full credit or replacement at no additional cost to the County.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
 - 2.9.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
 - 2.9.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be

subcontracted, these limits will also apply.

- 2.9.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.9.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which **name the County as additional insured** in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.10. **CONTACT** – Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392, Fax: (573) 886-4390, or email: tboldan@boonecountymo.org
- 2.11. **DELIVERY TIME** – All floor mats must be picked up and new ones delivered between the hours of 8:00 a.m. and 4:00 p.m., local time Monday through Friday, excluding state holidays.
- 2.12. **BILLING** – All invoices must state the property location and dates of service. All invoices must be submitted **with** the monthly statement to the Facilities Maintenance Department, 601 E. Walnut, Room 205, Columbia, MO 65201. **No invoices shall be mailed separately throughout the month.**
- 2.13. **PAYMENT** – Payment shall be made within 30 days after receipt of an accurate monthly statement. The contractor shall not receive payment until a correct statement has been submitted to the Facilities Maintenance Department.

3. Response Presentation and Review

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

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

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

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.9. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name:

4.9.3. Today's Date: _____

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

4.10. _____ Yes _____ No

Pricing Page

The bidder must complete the following table, in its entirety, for each mat outlined. In addition, the bidder must provide a guaranteed not to exceed price for each potential renewal period. The bidder must also complete Exhibit A, Prior Experience, and return it with the bid response.

Item #	Description	Qty	Original Contract Period		1 st Renewal Period		2 nd Renewal Period	
			Unit Price/Week	Extended Total	Unit Price/Week	Extended Total	Unit Price/Week	Extended Total
1.	3'x5' Scraper Mats	6	\$	\$	\$	\$	\$	\$
2.	3'x4' Black Mats	11	\$	\$	\$	\$	\$	\$
3.	3'x10' Black Mats	7	\$	\$	\$	\$	\$	\$
4.	4'x6' Black Mats	18	\$	\$	\$	\$	\$	\$
5.	5'x10' Black Mats	3	\$	\$	\$	\$	\$	\$
5.	GRAND TOTAL			\$		\$		\$

EXHIBIT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

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

County of _____)
)ss
State of _____)

My name is _____. I am an authorized agent of _____
_____(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

_____ Date

_____ Affiant

Printed Name

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

Notary Public

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Tyson Boldan, Buyer

573/886-4392 - FAX 573/886-4390

Standard Terms and Conditions

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

13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.



"No Bid" Response Form

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

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 28-17SEP10 – Lease Floor Mats

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Unifirst
 State : MISSOURI
 Country : UNITED STATES
 As of 01-Oct-2010 2:33 PM EDT
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER

514 -2010

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 26th day of October 20 10

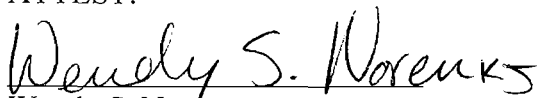
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for software maintenance left off the initial MJCCG Budget Amendment (for 2010 portion):

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2972	70050	MJCCG	Software Maint		3,360.00
2972	03411	MJCCG	Federal Grant Reimb		3,360.00

Done this 26th day of October, 2010.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY MISSOURI

RECEIVED

10-07-10

OCT 07 2010

EFFECTIVE DATE

BOONE COUNTY AUDITOR

FOR AUDITORS USE

Department	Account	Department Name	Account Name	(Use whole \$ amounts)	
				Decrease	Increase
2 9 7 2	7 0 0 5 0	MJCCG	Software Maint		3360.00
2 9 7 2	0 3 4 1 1	mjccg	Federal Grant Reimbursement		3360.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): Software maintenance inadvertently left off the initial Budget Amendment for the 2010-2011 grant period. (2010 portion)

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Auditor's Office

PRESIDING COMMISSIONER
DISTRICT I COMMISSIONER
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

SUPPLIES/ OPERATIONS

APPLICANT AGENCY:

County of Boone

PROJECT TITLE:

Boone County Sheriff's Department Cyber Crimes Task Force

INSTRUCTIONS:

- Under the **Item** column, list by type of supply or operational expense (i.e. office supplies, field supplies, training materials, telephone, cell phone, pager, postage, etc.) Be as specific as possible.
- Under the **Basis for Cost Estimate** column, list the cost per unit and the number of units being requested.
- Under the **Total Cost** column, record the cost to be calculated as follows: (number of units) x (unit cost).
- Tuition and registration fees for eligible training must be listed on this page. These fees will not be reimbursed until the training has occurred.
- Please refer to the Certified Assurances form pertaining to supplies and operating expenses for further information.

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
✓ UFED Physical Pro	Software upgrade module to read physical and logical cellular phone data, priced through Cellebrite.	4,000.00 92302
✓ Laptop Hard Drive and I-Pod Adapter Set	Priced through Digital Intelligence	25.00 23850
✓ National Crimes Against Children Conference-Dallas, Tx August 9 - 12, 2010 2010	Registration fee for one prosecutor and one investigator at \$500 each	37200 1,000.00 37200
✓ Protect Our Children Conference Des Moines, IA-Sept 8-10, 2010 2010	Conference registration \$50 x 4 investigators and 1 prosecuting attorney	37200 250.00 37200
✓ Reid Interview and Interrogation-St. Louis, MO October 26-29, 2010 2010	Registration fee \$805 each x 2 investigators	37200 1,610.00 37200
✓ Undercover Internet Access	Cost based on 2010 one-year subscription bid. \$55 per month x 12 months.	660.00 71100
✓ Internet Wireless Air Card	Cost estimated from 2010 one year subscription through AT&T. \$60 per month x 12 months.	720.00 48000
✓ America On Line Subscription	Two subscriptions for undercover investigations estimated at \$11.99 per month each based on April 2010 price	287.76 71100
✓ Forensic Tool Kit One Year License	One year licensing subscription for 4 licenses priced on April 19th at \$840 each.	3360.00 201 70050 20
✓ Encase One Year License	License for two forensic examiners estimate from Guidance Software at \$1300 each	2,600.00 20 70050
State/Federal Share	\$	TOTAL SUPPLIES/ OPERATIONS COST
Local Match Share	\$	
		\$



384 South 400 West Suite 200
 Lindon, UT 84042 USA
 Phone: 801-377-5410
 Fax: 801-377-5426
 www.accessdata.com

QUOTE

Date	Valid Until	Quote #
9/21/2010	10/31/2010	00029334

Bill To
Digital Intelligence
17165 West Glendale Drive New Berlin, WI - 53151 US

Ship To
Boone County Sheriff- MO
2121 County Drive Columbia, MO - 65202 US

Sales Rep	PO Number	Ship Date	Ship Via	Terms
Nick Pellitteri			Email	Net 30

Item	Description	Quantity	List Price	Discount	Total
900025	FTK Standalone SMS (Software Maintenance and Support)	4.00	\$840.00	20.00%	\$2,688.00

Remarks:

Dongles 1130328, 1129454, 1126074, 1130338
 New Expiration 10/31/2011



Wire Transfer Information:
 Silicon Valley Bank
 3003 Tasman Dr
 Santa Clara, CA 95054
 Routing#: 121140399
 Acct#: 3300669708
 Swift Code: SVBKUS6S

Any balance not paid within the terms stated will be subject to an 18% annual finance charge, at 1.5% per month.

Make checks payable to:
 AccessData Group LLC
 Tax ID 27-2851671

Total before discount: \$3,360.00
Discount: \$672.00
Tax: \$0.00
Shipping: \$0.00
TOTAL: \$2,688.00

Amounts are in US dollars

*****ACCESSDATA SOFTWARE RETURN POLICY*****

AccessData offers a 30-day return policy on all software products. The following procedures apply to your return.

1. You must contact AccessData's Customer Support Team by telephone, fax or email within 30 days of the product ship date to notify them of your intent to return your product.
2. A 10% restocking fee (excluding taxes and shipping) will apply to all returns.
3. AccessData will issue you the appropriate refund upon receipt of the returned product(s). The original payment method will be used for the refund (i.e. credit card, check, etc).
4. The product must be returned unused to qualify for a refund, including all cables, manuals, software, dongles, and original packaging.
5. Your refund amount is calculated by taking the original purchase price (including any discounts) less the restocking fee. Refunds are not issued for shipping charges.
6. To initiate a return, the following contact information should be used:
 AccessData Sales, 384 South 400 West, Suite 200, Lindon, UT 84042
 Phone: 801.377.5410, Fax: 801.377.5426, Email: sales@accessdata.com

*****TRAINING CLASS CANCELLATION POLICY*****

Cancellations made ten (10) or more business days PRIOR to a scheduled class can be rescheduled at no additional charge.
 Cancellations made less than ten (10) business days PRIOR to a scheduled class can be rescheduled for a 20% processing fee.
 Refund requests can be made less a 20% processing fee. If a student fails to attend a class as registered, they forfeit their purchase price in full.

Material taught in training courses may be critical for completion of ACE Program requirements. Students that do not attend at least eighty percent (80%) of course instruction time will not receive a Certificate of Completion. A student may not miss more than five (5) hours of a three (3) day course.

All Access Pass Holders failing to attend two (2) training events without proper cancellation notice will forfeit their All Access Pass.

FY 2010
Budget Amendments/Revisions
Sheriff - MJCCG Cyber Crime Grant

BR #	Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
10025	1	3/8/2010	2972	3411 10100 10110 10200 10300 10325 10350 10375 10500 10400 23850 37210 37220 37230 48000 70050 71100 91300 91302	Recovery Act Grants	Federal Grant Reimbursement Salaries & Wages Overtime FICA Health Insurance Disability Life Insurance Dental Insurance Pension Workers Comp Minor Tools & Equipment <\$1000 Training Travel-training Meals & Lodging - training Telephones Software Service Contract Outside Services Equipment Computer Software	24,771 7,922 821 792 55 9 60 161 860 200 1,204 2,900 40 165 341 7,721 3,044	334	adjust 2010 budget to original grant available after 2009 actual
10061	2	6/2/2010	2972	10500 10400 10400 10500	Recovery Act Grants	Pension Workers Comp Workers Comp Pension	860 860 161	860 161	correct error on BR 10-25
10071	1	6/2/2010	2972	10500 10500	Recovery Act Grant	Pension	16	161	Corr error on BR 10 61
10087	3	8/4/2010	2972	10100 10110 10200 10500 10350 10300 10400 10325 10375 23020 23015 23850 37200 37210 37220 37230 48000 71100 91300 91301 92302 3411	MJCCG	Salaries Overtime FICA Retirement Life Medical Worker's Comp Disability Dental Film Computer Supplies Minor Equipment Seminar/Conferences Training/Schools Travel Meals/Lodging Telephones Outside Services New Equipment Computer Hardware Replacement Computer Software Federal Grant Reimbursement	45,324 4,531 3,814 650 53 4,750 2,017 185 356 250 80 259 28,690 1,300 2,440 6,932 360 474 2,300 21,898 4,000 104,833		Budget for 2010 portion of grant
10100	4	8/4/2010	2972	70050 3411	MJCCG	Software Maintenance Federal Grant Reimbursement	3,360 3,360		Software Maintenance accidentally left off initial 2010 portion BA

Fund Statement - Recovery Act Grants - Reimb Fund 297 (Nonmajor)

	2009 Actual	2010 Budget	2010 Projected	2011 Budget
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	136,479	335,352	314,566	104,640
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	-	-	-	-
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	136,479	335,352	314,566	104,640
EXPENDITURES:				
Personal Services	108,696	246,622	235,136	100,469
Materials & Supplies	3,354	865	862	-
Dues Travel & Training	13,790	17,836	16,538	-
Utilities	348	732	696	360
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	4,445	7,988	9,922	3,074
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	5,737	52,056	51,412	-
Total Expenditures	136,370	326,099	314,566	103,903
REVENUES OVER (UNDER) EXPENDITURES	109	9,253	-	737
OTHER FINANCING SOURCES (USES):				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	109	9,253	-	737
FUND BALANCE (GAAP), beginning of year	-	109	109	109
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
FUND BALANCE (GAAP), end of year	\$ 109	\$ 9,362	\$ 109	\$ 846
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	-	-	-	-
FUND BALANCE, end of year	109	9,362	109	846
FUND BALANCE RESERVES/DESIGNATIONS, end of year	-	-	-	-
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 109	\$ 9,362	\$ 109	\$ 846

