

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}

ea.

December Session of the October Adjourned

Term. 20

County of Boone

12

In the County Commission of said county, on the

4th

day of December

20

12

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

Now on this day the County Commission of the County of Boone does hereby approve the Cooperative Contract: CW12012 Avigilon or Equivalent with Digi Surveillance Systems of Pryor, Oklahoma..

The terms of this Cooperative Contract are stipulated in the attached Purchase Agreement.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 4th day of December, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: November 28, 2012
RE: Cooperative Contract: CW12012 Avigilon or Equivalent

The Boone County Sheriff Department requests permission to utilize the Oklahoma County Oklahoma cooperative term and supply contract CW12012 Avigilon or Equivalent with Digi Surveillance Systems of Pryor, Oklahoma.

This is a Term and Supply contract with an initial purchase of internal jail, external and interview room cameras and equipment. Invoices will be paid from departments 2550 – Sheriff Revolving Fund Activity and 1195 – Insurance Claim Activity, account 92300 – Replacement Machinery and Equipment.

cc: Contract File
Chad Martin, Sheriff

10/31/12

REQUEST DATE

14756
VENDOR NO.

Digi Surveillance Systems (Contact: Josh Herron - sales@digiss.com)

VENDOR NAME

2533 W 519
ADDRESS

Pryor
CITY

OK 74361
STATE ZIP

PURCHASE REQUISITION BOONE COUNTY, MISSISSIPPI

To: County Clerk's Office

Comm Order # 572-2012

Return to Auditor's Office

Please do not remove staple

BID DOCUMENTATION

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

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

Not Subject To Bidding (select appropriate response below):

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

#CW12012

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2550

Bill to Department # 2550

Department				Account				Item Description	Qty	Unit Price	Amount
2	5	5	0	9	2	3	0	Megapixel Internal Jail Cameras + 60 Channel Conversion (itemization attached)	1	19,216.00	19,216.00
2	5	5	0	9	2	3	0	External Cameras, Interview Room, Existing Office Conversion (itemization attached)	1	25,610.50	25,610.50
1	1	9	5	9	2	3	0	Megapixel Internal Jail Cameras + 60 Channel Conversion	1	8,575.00	8,575.00
TOTAL											\$53,401.50

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

Amy Robbins

Prepared By

Requesting Official

Chad Martin

Auditor Approval

Revised 07/05

**PURCHASE AGREEMENT
FOR AVIGILON OR EQUIVALENT PRODUCTS
FOR THE BOONE COUNTY SHERIFF DEPARTMENT**

THIS AGREEMENT dated the 4th day of DECEMBER 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Digi Surveillance Systems**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for furnishing, delivery, installation and maintenance of **Avigilon or Equivalent Products**, in compliance with all bid specifications and any addendum issued for the Oklahoma County (OK) Contract No. **CW12012**, Digi Surveillance Systems Quote dated October 15, 2012, Digi Surveillance Systems email quote of HD NVR Workstation dated October 16, 2012, Boone County Standard Contract Terms and Conditions, Work Authorization Certification, Boone County Insurance Requirements, Debarment Certification, Affidavit of Compliance with OSHA and Affidavit of Compliance with Prevailing Wage Law. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the Oklahoma County Contract No. **CW12012** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with an **Avigilon or Equivalent Products**. Equipment, accessories, software and maintenance shall be provided in conformity with the contract documents for the prices / discount structure set forth in Bidder's response, as needed and as ordered by the County. Avigilon or Equivalent Products will be purchased as follows:

ITEM	DESCRIPTION	MSRP	Boone Co. Cost	Qty	MSRP Extended	Boone Co. Cost Ext.
Boone County - Megapixel Internal Jail Cameras + 60 Channel Conversion						
3.0W-H3-DO1	3.0 MegapixelWDR Day/Night Vandal Dome, 3-9mm f/1.2 P-iris lens	\$985.00	\$689.50	2	\$1,970.00	\$1,379.00
1.0MP-HD-H264-DO1	1.0 Megapixel (720p) Day/Night Vandal Dome, 3-9mm f/1.2 lens	\$745.00	\$521.50	11	\$8,195.00	\$5,736.50
ENC-4P-H264	4-Port H.264 Analog Video Encoder with 4 audio support	\$345.00	\$241.50	15	\$5,175.00	\$3,622.50
ENC-BRK1U	Mounting bracket for 3 Avigilon Analog Video Encoders in 1U Rack Space	\$55.00	\$38.50	5	\$275.00	\$192.50
4C-HD-NVMS-ENT	Enterprise HD NVMS for 4 Camera Channels & Unlimited Viewing Clients	\$1,155.00	\$808.50	7	\$8,085.00	\$5,659.50
4A-HD-NVMS-ENT	Enterprise Audio License for 4 Microphones AND 4 Speaker outputs	\$410.00	\$287.00	2	\$820.00	\$574.00
15.0TB-HD-NVR	HD NVR, 15.0 TB Sotrage, 2U Rack Mount	\$11,660.00	\$8,162.00	1	\$11,660.00	\$8,162.00
Onsite Install / Service	1 Day Onsite Administration of Software Setup & Config	\$2,400.00	\$1,680.00	1	\$2,400.00	\$1,680.00
ONSITE DELIVERY	International Shipping + Onsite Delivery	\$785.00	\$785.00	1	\$785.00	\$785.00
External Cameras, Interview Room, Existing Office Conversion						
5.0W-H3-DO1	5.0 MegapixelWDR Day/Night Vandal Dome, 3-9mm f/1.2 P-iris lens	\$1,105.00	\$773.50	1	\$1,105.00	\$773.50
3.0W-H3-DO1	3.0 MegapixelWDR Day/Night Vandal Dome, 3-9mm f/1.2 P-iris lens	\$985.00	\$689.50	3	\$2,955.00	\$2,068.50

3.0W-H3-D1	3.0 MegapixelWDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens	\$835.00	\$584.50	3	\$2,505.00	\$1,753.50
2.0-H3-D1	2.0 Megapixel 4.3-84mm AFZoom Camera	\$765.00	\$535.50	3	\$2,295.00	\$1,606.50
ES-HD-HWS	Enclosure for HD H.264 Cams, 12VDC/24VAC Heater, Wall Bracket & Sunshield	\$225.00	\$157.50	3	\$675.00	\$472.50
ENC-4P-H264	4-Port H.264 Analog Video Encoder with 4 audio support	\$345.00	\$241.50	4	\$1,380.00	\$966.00
ENC-BRK1U	Mounting bracket for 3 Avigilon Analog Video Encoders in 1U Rack Space	\$55.00	\$38.50	2	\$110.00	\$77.00
4C-HD-NVMS-ENT	Enterprise HD NVMS for 4 Camera Channels & Unlimited Viewing Clients	\$1,155.00	\$808.50	4	\$4,620.00	\$3,234.00
10.0TB-HD-NVR	HD NVR, 10.0 TB Storage, 2U Rack Mount	\$9,660.00	\$6,762.00	1	\$9,660.00	\$6,762.00
1L-HD-LP-75	Single Lane License Plate Capture Kit (Dual IR Banks, LowPass Filter, Etc)	\$4,950.00	\$3,465.00	1	\$4,950.00	\$3,465.00
WAPBRIDGE	High Throughput Wireless AP/Bridge (2xAPs+Antenna)	\$155.00	\$108.50	2	\$310.00	\$217.00
Onsite Install / Service	1 Day Onsite Administration of Software Setup & Config	\$2,400.00	\$1,680.00	1	\$2,400.00	\$1,680.00
ONSITE DELIVERY	International Shipping + Onsite Delivery	\$785.00	\$785.00	1	\$785.00	\$785.00
2.0TB-HD-NVRWS	HD NVR Workstation, 2.0 TB Storage	\$3,260.00	\$1,750.00	1	\$3,260.00	\$1,750.00
					MSRP Total	Boone Co. Total
					\$76,375.00	\$53,401.50

3. **Contract Duration** - This agreement shall commence on the date of award and extend through September 30, 2013 subject to the provisions for termination-specified below. This agreement may be extended beyond the expiration date by order of the County for one (1) additional one-year period subject to the pricing clauses in the Contractor's bid response.

4. **Delivery** - Vendor agrees to coordinate delivery of equipment and service with the Boone County Sheriff Department. Delivery after receipt of order will be made within 7-10 business days.

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

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

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County

Commission delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
c. If appropriations are not made available and budgeted for any calendar year.


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

10. **OSHA Training - OSHA Program Requirements** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

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

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

DIGI SURVEILLANCE SYSTEMS

by Joshua Heron 

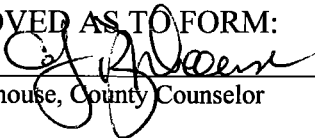
title Owner

BOONE COUNTY, MISSOURI

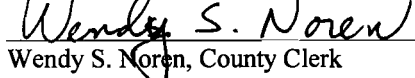
by: Boone County Commission


Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor

ATTEST:

 *my*
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

2550 / 92300 / \$44,827.00
1195 / 92300 / \$ 8,575.00

Jane Pitchford by ig 11/25/12
Signature Date

Appropriation Account



The Source for Workers' Compensation Insurance

CERTIFICATE OF INSURANCE

FORM UN6

CERTIFICATE ISSUED TO:

BOONE COUNTY
ATTN AMY ROBBINS
613 E ASH ST RM 109
COLUMBIA MO 65021

THIS IS TO CERTIFY THAT POLICY NUMBER 01948194 12 1 ISSUED IN THE NAME OF:

DIGI LLC
2533 W 519
PRYOR OK 74361

IS IN FORCE ON THE DATE HEREOF, AS FOLLOWS:
CERTIFICATE OF INSURANCE APPLIES ONLY TO LOCATIONS AND OPERATIONS
WITHIN THE STATE OF OKLAHOMA AND EXTRA TERRITORIAL JURISDICTION.
THIS POLICY DOES NOT COVER INJURIES TO RESIDENTS OF OTHER STATES
WHILE PERFORMING WORK IN THAT OTHER STATE UNLESS SUCH WORKER IS
HIRED IN OKLAHOMA AND SPECIFICALLY AFFORDED COVERAGE BY ENDORSEMENT.

KIND OF INSURANCE: WORKERS COMPENSATION AND EMPLOYERS LIABILITY

POLICY PERIOD: EFFECTIVE: 01 01 12 AT 12:01 A.M.
EXPIRES: 01 01 13 AT 12:01 A.M.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS
EXTENDS OR ALTERS THE COVERAGE AFFORDED IN THE POLICY DESCRIBED HEREIN.

LIMITS OF LIABILITY:

WORKERS COMPENSATION INSURANCE: FULLY COMPLIES WITH THE REQUIREMENTS OF
THE STATE LAWS OF OKLAHOMA.

EMPLOYERS LIABILITY INSURANCE:
BODILY INJURY BY ACCIDENT 1,000,000 EACH ACCIDENT
BODILY INJURY BY DISEASE 1,000,000 EACH EMPLOYEE
BODILY INJURY BY DISEASE 1,000,000 POLICY LIMIT

THE DESCRIBED POLICY IS A STANDARD OKLAHOMA WORKERS COMPENSATION AND EMPLOYERS
LIABILITY POLICY APPROVED BY THE STATE PROPERTY AND CASUALTY RATE BOARD. IN
THE EVENT OF ANY MATERIAL CHANGE IN, OR CANCELLATION OF SAID POLICY THE
UNDERSIGNED COMPANY WILL GIVE A 10 DAY WRITTEN NOTICE TO THE PARTY TO WHOM
THIS CERTIFICATE IS ISSUED, BUT FAILURE TO GIVE SUCH NOTICE SHALL IMPOSE NO
OBLIGATION NOR LIABILITY UPON THE COMPANY. SIGNED 11-14-12 AT ITS
OKLAHOMA CITY, OKLAHOMA OFFICE.

COMPSOURCE OKLAHOMA

Lesa Forbis

UNDERWRITER

FAX 573 886 4390

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

County of Mayes)ss
State of OK)

My name is Josh Herron. I am an authorized agent of Digi Surveillance (Bidder).

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

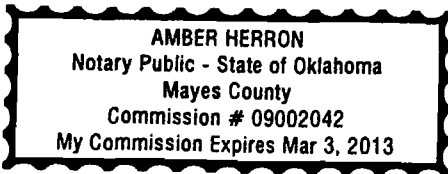
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

[Signature] 11-8-12
Affiant Date

Joshua Herron
Printed Name

Subscribed and sworn to before me this 8th day of Nov, 2012

[Signature]
Notary Public



Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.

Company ID Number: 619625

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 619625

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 619625

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

Company ID Number: 619625

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer

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may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

Company ID Number: 619625

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time

Company ID Number: 619625

of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form

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I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (paid for at employer expense).
7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

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SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity

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regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Company ID Number: 619625

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 Digi LLC	
Joshua Herron	
Name (Please Type or Print)	Title
Electronically Signed	11/27/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	11/27/2012
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Digi LLC
Company Facility Address:	2533 W 519
	Pryor, OK 74361
Company Alternate Address:	
County or Parish:	MAYES
Employer Identification Number:	203996875

Company ID Number: 619625

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">OKLAHOMA 1 site(s)	

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

Name:	Joshua W Herron	Fax Number:	(800) 705 - 2280
Telephone Number:	(918) 864 - 1861		
E-mail Address:	josh@digiss.com		
Name:	Amber B Herron	Fax Number:	(800) 705 - 2280
Telephone Number:	(918) 864 - 1060		
E-mail Address:	amber@digiss.com		

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of Mayes)
State of OK)ss
)

My name is Josh Herron. I am an authorized agent of Dig. Surveillance (Company).

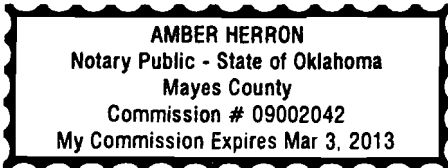
I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: Boone County Sheriff Avigilon Surveillance

[Signature] 11-8-12
Affiant Date

Joshua Herron
Printed Name

Subscribed and sworn to before me this 8 day of Nov, 2012.



[Signature]
Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

(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.

Josh Herron / owner

Name and Title of Authorized Representative


Signature

11-8-2012
Date

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

JUSTINA HERRON of the (name of company)

Digi LLC (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. 19 issued by the Division of Labor Standards on the 8th day of November 2012 in carrying out the Contract and work in connection with

(name of project) Avigilon or Equivalent located at

(name of institution) Boone County Sheriff in Boone County,

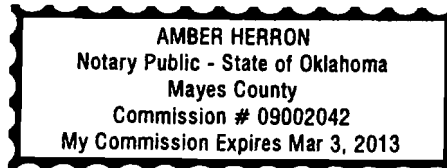
Missouri and completed on the 8th day of November, 2012.

[Signature]
Signature

Subscribed and sworn to me this 8th day of NOV, 2012.

My commission expires MARCH 3, 2013.

[Signature]
Notary Public



Oklahoma County Purchasing Department

Amendment of Solicitation/Modification of Contract

Amendment No. _____ Of Solicitation No. _____

The hour and date specified for receipt of offers is extended to: _____
 is not extended

Offerors must acknowledge receipt of this amendment, if required in the Description of Amendment/Modification block below, prior to the hour and date specified in the solicitation as amended by (1) signing and returning a copy of this amendment, (2) or by acknowledging receipt of this amendment on the offer submitted. Failure of your acknowledgement to be received at the place designated for receipt of offers prior to the hour and date specified may result in rejection of you offers.

Modification No. 1 of Contract CW12012 Avigilon or Equivalent

- Administrative Change (Vendor signature not required)
- Supplemental Agreement (Vendor signature required)

Issued by: Oklahoma County
Purchasing Department
320 Robert S. Kerr, Suite 117
Oklahoma City, OK 73102

Date of Issuance: August 20, 2012

The purpose of this modification is to exercise Oklahoma County's 1st option to renew for an additional one (1) year term, with the same terms and conditions as the original contract. This option period is in effect from October 1, 2012 through September 30, 2013. There is one option year remaining.

Vendor Name / Address: Digi Surveillance Systems 2533 W. 519 Pryor, OK 74361	 Oklahoma County Central Purchasing 320 Robert S. Kerr, Suite 117 Oklahoma City, OK 73102
Printed Name/Title of Signer	Name of Purchasing Officer or Agent Amanda Madison, CPPB, CPO
Signature/Date	Signature/Date

Selection of Lowest and Best Bidder

Of

Avigilon or Equivalent

Award Number: 38-11

Date: October 26, 2011

Bid Number: CW12012

Bid Period: October 26, 2011 – September 30, 2012
With up to two (1) year options to renew

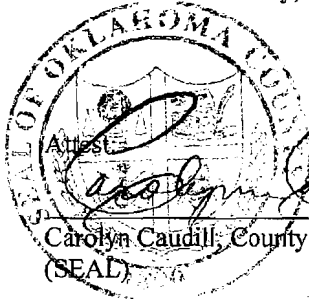
Awarded Vendor:

Digi Surveillance Systems
2533 W 519
Pryor, OK 74361
Contact: Josh Herron
Phone: 918-824-2520
Fax: 800-705-2280
Email: sales@digiss.com

OKLAHOMA COUNTY, OKLAHOMA
OKLAHOMA COUNTY PURCHASING AGENT

This is not a Purchase Order. This is only a notice to the successful bidder. No order may be placed without a Purchase Order being issued by Oklahoma County.

Board of County Commissioners
Of Oklahoma County, Oklahoma



Carolyn Caudill
Carolyn Caudill, County Clerk
(SEAL)

William A. ...
Chairman
Raymond L. ...
Member
Brian Mangrum
Member

ITB# CW12012 - Avigilon or Equivalent
Bid Period: Date of Award through September 30, 2012
With up to two, (1) year options to renew

TABULATION

SECTION I – Equipment, Accessories, Software, and Maintenance:

A. Avigilon or Equivalent Equipment	<u>MLP Less % Discount</u>
Digi Surveillance Systems	30 % (+2% on orders over \$100K)
Eales Electronics Corp.	15%

B. Avigilon or Equivalent Accessories	<u>MLP Less % Discount</u>
Digi Surveillance Systems	30 % (+2% on orders over \$100K)
Eales Electronics Corp.	15%

C. Avigilon or Equivalent Software	<u>MLP Less % Discount</u>
Digi Surveillance Systems	30 % (+2% on orders over \$100K)
Eales Electronics Corp.	15%

D. Avigilon or Equivalent Maintenance	<u>MLP Less % Discount</u>
Digi Surveillance Systems	30 % (+2% on orders over \$100K)
Eales Electronics Corp.	15%

SECTION II – Fixed Price Avigilon or Equivalent Items :

Part # DSS-VF600HRDNICR-ID or Equivalent

Indoor High Resolution True Day/Night Dual Voltage Dome

>=600TVL Color Resolution

>=660TVL B&W Resolution

True Day / Night Functionality with auto IR Cut Filter Removal mechanism & auto switch to B&W in low light

Day/Night IR Corrected Vari-focal Auto-Iris Lens (focal range ~ 2.8-11mm)

Minimum Illumination <= 0.01 Lux @ F1.2

52dB SNR

Selectable OSD options: Manual Shutter, AGC, Day/Night (Color, BW, Auto, Ext ICR), WB, SDNR, Reverse (Mirror), Color Gain, Gamma Correction

Dual Voltage 12vDC or 24vAC

Internal Tri-Axis Bracket Design

COST EACH:

Digi Surveillance Systems: \$148.00 each
Eales Electronics Corp.: 320.00

Part # DSS-VF600HRDNICR-VRD or Equivalent

Outdoor Vandal Resistant Weather Rated High Resolution True Day/Night Dual Voltage Dome
IP 67 or Better Rating
>=600TVL Color Resolution
>=660TVL B&W Resolution
True Day / Night Functionality with auto IR Cut Filter Removal mechanism & auto switch to B&W in low light
Day/Night IR Corrected Vari-focal Auto-Iris Lens (focal range ~ 2.8-11mm)
Minimum Illumination <= 0.01 Lux @ F1.2
52dB SNR
Selectable OSD options: Manual Shutter, AGC, Day/Night (Color,BW,Auto,Ext ICR), WB, SDNR, Reverse (Mirror), Color Gain, Gamma Correction
Dual Voltage 12vDC or 24vAC
Internal Tri-Axis Bracket Design

COST EACH:

Digi Surveillance Systems: \$168.00
Eales Electronics Corp.: \$240.75

Technical Assistance: \$ _____ hourly rate

Digi Surveillance Systems: \$50.00
Eales Electronics Corp.: \$80.00 hourly onsite rate, No charge for over the phone assistance.

Delivery Time After Receipt of Order: _____

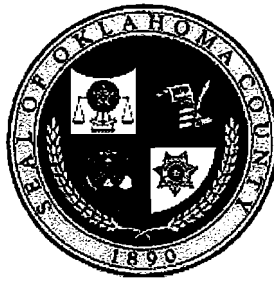
Digi Surveillance Systems: 7-10 Business Days
Eales Electronics Corp.: 2 Weeks ARO

Warranty: (If other than manufacturer warranty): _____

Digi Surveillance Systems: 3 Years
Eales Electronics Corp.: Manufacturer's Warranty

Shipping and Handling Costs: _____

Digi Surveillance Systems: Actual Shipping Costs
Eales Electronics Corp.: No Charge



**OKLAHOMA COUNTY
CENTRAL PURCHASING**

**INVITATION TO BID/
REQUEST FOR PROPOSAL**

<p>Solicitation Number: CW10012 Avigilon or Equivalent</p> <p>Solicitation Type: RFP <input type="checkbox"/> ITB <input checked="" type="checkbox"/> Multi -Step <input type="checkbox"/></p> <p>Issue Date: April 8, 2010</p> <p>Bid Due Date/Time: May 3, 2010 @ 9 a.m. CT</p>	<p>RETURN BIDS TO: Oklahoma County Central Purchasing 320 Robert S. Kerr, Suite 117 Oklahoma City, Oklahoma 73102 (See Submission Procedures Section D-1 of the Purchasing and Bid Regulations Section)</p>
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<p>Purchasing Officer/Agent: Amanda Madison, CPO</p> <p>Phone Number: 405-713-1489 Email: amadison@oklahomacounty.org</p>	
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<p>Bidder's FEI/SSN: _____</p> <p>Company: _____</p> <p>Address: _____</p> <p>_____</p> <p>Contact name : _____</p> <p>Phone Number: _____ Fax No. _____</p> <p>Email Address: _____</p>	<p>SHIP TO ADDRESS/PLACE OF PERFORMANCE:</p>
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THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED

AFFIDAVIT: I, the undersigned of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any County Official or employee as to quantity, quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any County Official concerning exchange of money or thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of Oklahoma County (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

No person, firm or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, corruption or sales to the State or to any of its political subdivisions may make sale of real or personal property to Oklahoma County.

Affiant further states that full payment shall be made of all indebtedness incurred by such contractor or his subcontractor who performs work in performance of any contract using labor, and or materials or repairs to and parts for equipment used and consumed in performance of a contract with Oklahoma County. False execution of this affidavit shall constitute perjury and is punishable as provided by law.

Bidder's Name (Type or Print): _____

Bidder's Signature: _____ Date: _____

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

My Commission Expires _____

NOTARY PUBLIC (CLERK)

**OKLAHOMA COUNTY
GENERAL TERMS AND CONDITIONS
INVITATION TO BID & REQUEST FOR PROPOSAL**

1. **Explanation to Bidders.**
Bidders who need clarification shall contact the Central Purchasing officer or agent shown on the ITB/RFP. Oral explanations or instructions given before award of a contract will not be binding. Any information given a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would preclude other bidders.
2. **Type of Contract.**
This is a firm fixed price contract for the supplies/services specified.
3. **Preparation of Bids.**
 - a. Bidders are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the bidder's risk.
 - b. Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink, notarized with original signatures. Penciled bids, faxed or emailed bids will not be accepted. The person signing the bid shall initial erasures or other changes.
 - c. Unit price shall be entered on the form provided or a copy thereof.
 - d. If supplier wishes to bid "all or none" this must be clearly shown on the bid.
 - e. Recipients of this solicitation not responding with a bid shall return only the front sheet annotated with "no bid", their company name and address.
4. **FOB Destination and Shipping Instructions.**
 - a. Unless otherwise specified, all goods are to be shipped pre-paid, F.O.B. Destination. F.O.B. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The County assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims.
5. **Delivery.**
 - a. For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Purchasing Agent or appropriate buyer with respect to delivery under this contract. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.
6. **Changes.**
No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Purchasing Agent or appropriate Purchasing Officer.
7. **Amendments to Invitation to Bid.**
 - a. If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
 - b. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment form. Central Purchasing must receive the acknowledgement by the opening time and date specified for receipt of bids.
8. **Rejection.**
All goods or materials purchased herein are subject to approval by the end user. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the end user or returned, will be at the Vendor's risk and expense.
9. **Oral Agreements.**
No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Department.
10. **Bid Compliance.**
The County reserves the right to reject any bid that does not comply with the requirements and specifications of the solicitation. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the County.

**OKLAHOMA COUNTY
GENERAL TERMS AND CONDITIONS
INVITATION TO BID & REQUEST FOR PROPOSAL
CONTINUED**

11. Evaluation and Award.

- a. The County shall evaluate bids in response to this solicitation and will award a contract based on lowest and best criteria in accordance with Oklahoma Statute Title 19, Section 1505.
- b. Acquisition based on lowest and best criteria which includes but not limited to the operational cost the County, quality and/or technical competency, delivery and/or implementation schedule, maximum facilitation, data exchange and/or integration, warranties, guarantees, return policy, vendor stability, best solution to proposed planning documents and/or strategic program, vendor experience, vendor prior performance, vendor expertise with similar scope, extent and quality of proposed participation and acceptance of all user groups, proven methodology and tools, innovative use of current technologies and quality results by vendor.
- c. The County may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- d. The County reserves the right to accept by item, group of items or by the total bid.
- e. The County may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

12. Notice of Award.

A notice of award letter signed by the Oklahoma County Commissioners will be furnished to each successful bidder and shall result in a binding contract. The award notice is ONLY a notice to the successful bidder(s). The bidder must contact the Department listed for order information. No order may be placed without a purchase order being issued by Oklahoma County.

13. Invoicing Instructions.

- a. The invoice shall state the name and address of the vendor and must be sufficiently itemized to clearly describe each item purchase, the unit price when applicable, the number or volume of each item purchased, the total price, the total purchase price, purchase order number, and the date of the purchase.
- b. The vendor shall be paid upon submission of proper invoices to the ordering department at the prices stipulated on the bid/contract. Invoices shall contain the purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.
- c. Oklahoma County payment terms are Net 30 days from receipt of invoice.

14. Identification.

All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.

15. Prompt Payment Discounts.

Discounts for prompt payment will not be considered in the evaluation of bids. However, any discount offered will be annotated on the award and may be taken if payment is made with the discount period.

16. State and Federal Taxes.

Purchases by the County are not subject to any sales tax or federal excise tax. Exemption certificates will be furnished upon request.

17. Warranty.

- a. The successful bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services; and rights and remedies provided herein are in addition to and do not limit any rights afforded to Oklahoma County by any other term of this contract.
- b. Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed except that if a particular purpose is stated, the material must then be fit for that particular purpose.

18. Brand Name or Equivalent

When a brand is named in the solicitation it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired, unless the term "Brand Name Only" is used in conjunction with the line item(s) in which case only that brand name will be accepted. Brands of equal quality, performance, and use shall be considered, provided vendor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand, which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to reject the bid.

- 19. Usage Reports:** Awarded vendors must submit quarterly usage reports. Reports shall provide the total dollar amounts sold to all Oklahoma County departments. Reports shall be submitted quarterly regardless of quantity. Usage reports shall be delivered to Oklahoma County Purchasing Department, 320 Robert S. Kerr, Suite 117, Oklahoma City, OK 73102, within 30 calendar days upon completion of performance quarter period cited below. Contract quarterly reporting periods shall be as follows:

**OKLAHOMA COUNTY
GENERAL TERMS AND CONDITIONS
INVITATION TO BID & REQUEST FOR PROPOSAL
CONTINUED**

January 1 through March 31
April 1 through June 30
July 1 through September 30
October 1 through December 31

Failure to provide usage reports may result in cancellation or suspension of contract.

***Usage reports apply only to county-wide contracts.

20. **No Conflicts Provision:** The Contractor, by signing this bid/proposal, hereby represents and warrants that the Contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County (the "Board") on October 4, 1999, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work, materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such Resolution: (a) contracts entered into by the Board with publicly held corporations; or (b) contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney; (c) the depositing of funds or contracts for the depositing of funds in a bank or other depository; or (d) contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.
21. **Construction Project Bid Requirements: (Construction Contracts Only)** The Contractor, by signing this bid/proposal hereby represents and warrants that the Contractor is in compliance with Oklahoma State Statute Title 61 Section 107 paragraphs A-D.
- A. A bidder on a public construction contract exceeding Twenty-five Thousand Dollars (\$25,000.00) shall accompany the bid with:
1. A certified check, cashier's check or bid bond equal to five percent (5%) of the bid, which shall be deposited with the awarding public agency as a guaranty; or
 2. An irrevocable letter of credit containing terms the Construction and Properties Division of the Department of Central Services prescribes, issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in an amount equal to five percent (5%) of the bid. The awarding public agency shall deposit the irrevocable letter of credit with the Division.
- B. The cost of republication of the notice to bidders, actual expenses incurred by reason of the bidder's default and the difference between the low bid of the defaulting bidder and the amount of the bid of the bidder to whom the contract is subsequently awarded, but not to exceed the amount of the certified check, cashier's check, bid bond or irrevocable letter of credit may, at the discretion of the awarding public agency, be forfeited to the awarding public agency in the event the apparently successful bidder fails to execute the contract or fails to provide the required bonds or irrevocable letters of credit and insurance to the awarding public agency.
- C. The public agency shall, upon receipt of notice from the awarding public agency, return a certified or cashier's check, bid bond, or irrevocable letter of credit to the successful bidder on execution and delivery of the contract and required bonds or irrevocable letters of credit and insurance. Checks of unsuccessful bidders shall be returned to them in accordance with the terms of the bid solicitation.
- D. Nothing contained herein shall be construed so as to prevent the awarding public agency or the courts from exonerating the bidder and other parties to the bid security document from liability upon a timely showing that the bidder committed what the courts have determined under the common law to be an excusable bidding error and for that reason it would not be equitable to enforce the bid security.

22. **Execution of Contract (Construction Contracts Only as required by law):**

A. Except as otherwise provided by law, within the period of time, not to exceed sixty (60) days, specified in the bid notice by the awarding public agency, a contract embodying the terms set forth in the bidding documents shall be executed by the awarding public agency and the successful bidder. No bidder shall obtain any property right in a contract awarded under the provisions of the Public Competitive Bidding Act of 1974 until the contract has been fully executed by both the bidder and the awarding public agency.

B. Except as otherwise provided by law, within the period of time specified in subsection A of this section, the following shall be provided by the contractor to the awarding public agency for contracts exceeding Twenty-five Thousand Dollars (\$25,000.00):

1. A bond or irrevocable letter of credit complying with the provisions of Section 1 of this title;
2. A bond in a sum equal to the contract price, with adequate surety, or an irrevocable letter of credit containing terms prescribed by the Construction and Properties Division of the Department of Central Services issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in a sum equal to the contract price, to ensure the proper and prompt completion of the work in accordance with the provisions of the contract and bidding documents;
3. A bond in a sum equal to the contract price or an irrevocable letter of credit containing terms as prescribed by the Division issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in a sum equal to the contract price, to protect the awarding public agency against defective workmanship and materials for a period of one (1) year after acceptance of the project; and
4. Public liability and workers' compensation insurance during construction in reasonable amounts. A public agency may require the contractor to name the public agency and its architects or engineers, or both, as an additional assured under the public liability insurance, which requirement, if made, shall be specifically set forth in the bidding documents.

C. A single irrevocable letter of credit may be used to satisfy paragraphs 1, 2 and 3 of subsection B of this section, provided such single irrevocable letter of credit meets all applicable requirements of subsection B of this section.

If the contractor needs additional time in which to obtain the bond required pursuant to subsection B of this section, the contractor may request and the awarding agency may allow the contractor an additional sixty (60) days in which to obtain the bond.

D. 1. After the award of a contract, but prior to its execution, an awarding public agency, upon discovery of an administrative error in the award process that would void an otherwise valid award, may suspend the time of execution of the contract. The agency may rescind the award and readvertise for bids, or may direct correction of the error and award the contract to the lowest responsible bidder, whichever shall be in the best interests of the state.

2. If the awarding public agency has a governing body, the agency shall, at the next regularly scheduled public business meeting of the governing body of the agency, upon the record, present to the governing body that an error has been made in the award process and shall state the nature of the error. The governing body, upon presentation of the facts of the error, may rescind the award and readvertise for bids, or may direct correction of the error and award the contract to the lowest responsible bidder, whichever shall be in the best interests of the state.

E. No public agency shall require for any public construction project, nor shall any general contractor submit a project bid based on acquiring or participating in, any wrap-up, wrap-around, or controlled insurance program. For the purposes of this subsection, "wrap-up, wrap-around, or controlled insurance program" means any insurance program that has the effect of disabling or rendering inapplicable any workers' compensation, commercial general liability, builders' risk, completed operations, or excess liability insurance coverage carried by a subcontractor that is engaged or to be engaged on a public construction project.

F. This act shall not apply to the public construction projects of constitutional agencies which had authorized a wrap-up, wrap-around, or controlled insurance program on or before April 11, 2000.

PURCHASING AND BID REGULATIONS

- A Vendors wishing to do business with the County should be included on the “Bidders List” maintained by the Purchasing Dept. All vendors are eligible for consideration.
- B Vendors wishing to be added to Oklahoma County’s “Bidders List” can subscribe via e-mail at www.oklahomacounty.org.
- C Removal from “Bidders List”
 - 1 **Removal or Suspension.** The Purchasing Agent may remove any vendor on the “Bidders List” for such period of time as is deemed necessary by the Purchasing Agent.
 - 2 **Cause for Removal or Suspension.** The following shall be deemed sufficient grounds for removal, suspension or cancellation of contract.
 - a-- Three (3) consecutive failures to respond to the Notice to Bid.
 - b-- Failure to post satisfactory performance bond when required.
 - c-- Consistent failure to conform to contract specifications.
 - d-- Failure to make timely delivery.
 - e-- Failure to keep bid firm for the time specified on the Notice to Bid.
 - f-- Collusion with others to restrain competitive bidding.
 - g-- Bankruptcy or other evidence of insolvency of the bidder.
 - h-- Giving false or misleading information to register or to submit a bid.
 - i-- Any violation of these rules and regulations or other evidence indicating the vendor is no longer qualified to do business with the County.
 - 3 Notice of removal or suspension may be appealed in writing within five (5) working days after notice of removal or suspension.

BID PROCEDURES

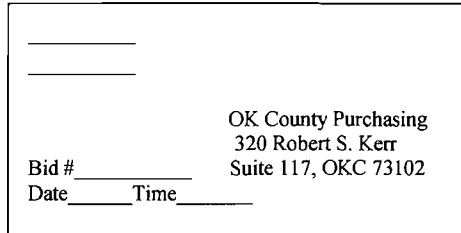
- A Bid selection. If no bids are received and a new bid is not issued, the County Purchasing Agent may solicit telephone quotes from three or more vendors selected at random and select the lowest and best bid.
- B Formal requirements on bid form.
 - 1-- Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted on the approved form. All bids, quotations, and contracts shall be typewritten or written in ink. Any corrections to this instrument shall be initialed in ink.
 - 2-- This form must be made out in the name of the bidder and must be properly executed by an authorized person, in ink, and notarized with full knowledge and acceptance of all its provisions.
 - 3-- Bids and any bid amendments thereto shall be submitted in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. **BID NUMBER AND BID OPENING DATE MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.**
- C **Bid contents - Terms and Conditions**
 - 1 **Entire Agreement.** The General Terms & Conditions of this solicitation, together with the specifications and any other documents made a part of the bid package, shall constitute the entire agreement between the parties.
 - 2 **Amendments.** An amendment will be issued for any changes or waivers of specifications, terms, or conditions of a bid. This amendment must be issued by the County Purchasing Department.
 - 3 **Offer Firm for Thirty Days.** Bid prices will be firm until approved by the Board of County Commissioners or for 30 calendar days from the bid opening date.
 - 4 **Unit and Total Prices.** Prices per unit should be clearly shown and extended. Bidder guarantees the unit price to be correct.
 - 5 **Items to be New.** Unless otherwise stated with the solicitation, goods, materials or equipment offered are to be new and of current design.
 - 5 **Alternate Bids.** Alternate bids may be considered if accompanied by complete specifications and pertinent information.
 - 6 **Non-Acceptance of Split Award - “All or None Bid”.** The Board reserves the right to make an award to items or groups of items listed on a bid. If the vendor wishes to bid All or None this must be stated on the bid.
 - 8 **Title and Risk or Loss.** Title to goods shall not pass from the vendor until such goods are received by the requesting departments receiving officer. Risk of loss prior to such receipt shall be borne by the vendor.
 - 9 **Shipping Instruction.** Firm price should be F.O.B. destination unless otherwise specified. The bidder shall prepay all packaging, handling, shipping & delivery charges.
 - 10 **Inspection and Rejection.** All goods and materials shall be subject to inspection by the receiving officer. Any goods not in complete conformance with the contract specifications, defective in material or workmanship, or found to contain latent defects, may be rejected. Such goods are to be removed and replaced by and at the cost of the vendor promptly after notification. The costs of inspection and risk of loss shall be borne by the vendor.
 - 12 **Payment.** Payment by the County for goods received shall **not** constitute acceptance if subsequent events reveals latent defects or a failure to meet contract specification. Payment for a partial delivery shall **not** be deemed acceptance of undelivered goods.

PURCHASING AND BID REGULATIONS CONTINUED

- 13 **Exemption from Taxes.** Purchases made by the County are exempt from State Sales Taxes (68 Okla. Stat. 71&23532) and from Federal Excise Taxes (Chapter #32 of the Internal Revenue Code). These taxes should not be included in price quotation.
- 14 **Payment Terms.** Terms are to be such as to allow a minimum of net thirty (30) days for payments.
- 15 **Bid Security.** When a deposit is made by the bidder it is a guarantee that, should they be the successful bidder, they will enter into a contract in accordance with the terms and conditions specified.
 - a-- This security may be in the form of a certified check or cashiers check, a bid bond or performance bond.
 - b-- Bid security may be required for out-of-state bidders, service contract bidders and other special circumstances as needed by the County.
 - c-- When bids requiring security are opened, money will be deposited and a record will be kept by the Board of County Commissioners. All bidders will receive their deposit back after compliance by the successful bidder.

D Submission Procedures

- 1 **Sealed Envelope.** Bids must be submitted in a sealed envelope with the name and address of the vendor, the bid number and date and time of closing clearly marked on the outside of the envelope. See illustration.



- 2 **Where to Submit.** Bids are to be mailed or submitted to the Oklahoma County Purchasing Department, Suite 117, 320 Robert S. Kerr, Oklahoma City, OK 73102 between the hours of 8:00 AM and 5:00 PM (Central Local Time) Monday through Friday excluding County observed holidays.
- 3 **Change or Withdrawal of Bid.** A bid may not be changed or withdrawn after it has been received unless changes are to be made by submission of a substitute bid or a letter may be submitted to the Purchasing Agent withdrawing a bid before the bid due date which will be returned to the vendor.
- 4 **Late Bids.** By definition local time is the time clock located in the Purchasing Department and is synchronized with the County's Computer System. The time/date stamp clock in the Oklahoma County Purchasing Department shall be the official time of receipt. Bids received after the due date & time listed on the solicitation will be rejected. Late bids shall not be accepted. Late bids will be returned to the vendor unopened.

E Grounds for Rejection

- 1 Any bid which does not meet the requirements or specifications of the solicitation or is unsuitable for the intended use, or does not comply with these rules and regulations may be rejected. The County Commissioners reserve the right to reject any or all bids when such is deemed in the best interest of the County.

TERMINATION

Subject to the provisions below, the contract award derived from this Invitation to Bid or Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

1. Termination of Convenience

This contract award shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.

2. Termination for Default

Termination by the County for cause, default, or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the Contract shall be canceled, and the County will not be obligated to pay the Contractor for any amount past the date of notification of termination. The County shall have sole discretion to cancel said Contract base on non-appropriation of funds for whatever reason.

4. Immediate Termination

Immediate termination shall be administered when violations are found to be an impediment to the function of the County and detrimental to its cause, or when conditions preclude the 30 day notice.

AFFIDAVIT FOR CONTRACTS AND PAYMENTS

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The Undersigned (Architect, Contractor, Supplier or Engineer), of lawful age, being first duly sworn, on oath states that this contract is true and correct, and that the Affiant is the _____ (title) for _____ (name of contractor), and that the affiant is authorized by the Contractor to sign this Affidavit and thereby bind both the Affiant and the Contractor.

Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

That the Affiant understands and agrees that the Affiant, by signing this Affidavit under oath, hereby represents and warrants that the Contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County [(the "Board")] on 10-4-99, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such resolution: (a) contracts entered into by the Board with publicly held corporations; or (b) contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney; (c) the depositing of funds or contracts for the depositing of funds in a bank or other depository; or (d) contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.

Business name of Contractor, Architect, Supplier or Engineer

By _____
Printed Name of Affiant: _____
Individually and on behalf of the Contractor

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

By _____

Note: 62 OKL.ST.ANN. §§ 310.9 (A & B), require counties executing contracts with an Architect, Contractor, Engineer or Supplier of Materials of Twenty-five Thousand Dollars (\$25,000.00) or more to complete the statement required by Section 3109 of Title 74.

Invitation to Bid # CW10012 – Avigilon or Equivalent

Bid Period: Date of Award through May 31, 2011

Purpose

Oklahoma County is obtaining pricing for a percentage off the MLP on Avigilon or Equivalent. Only the brand names of products and accessories listed are acceptable.

Oklahoma County department making the purchase will perform all necessary installations. Should Oklahoma County require technical assistance, vendor shall be available to assist.

The awarded vendor(s) will be responsible for providing a percentage off the MLP on all **Servers, Software, Cameras, Laptops, Encoders, Licenses, Capture Kits, etc.**) and all accessories produced by the manufacturer throughout the contract period.

All operating manuals/media shall be included in bid price.

Contract Pricing

The County will award a contract for Avigilon or Equivalent as specified in the attached pricing schedules. Vendors shall base their pricing on the manufacturer's list price less a discount to Oklahoma County. Pricing shall be updated as manufacturers list (MLP) changes. The vendor shall notify the Purchasing Officer in writing /email of MLP changes as they occur and prior to updating their catalog. The County will periodically audit the pricing structure of each awarded vendor with the intent of ensuring a competitive pricing structure for all categories of this bid. If discrepancies are found the vendor will be responsible for immediate correction.

Catalog Price List Distribution

Contractors selected for award shall submit hard copies of their current catalog price list or a link to the website where the list may be obtained to the Purchasing Officer for distribution no later than 10 calendar days after receipt of award. It is also the contractor's responsibility to provide the Purchasing Officer with updated catalogs as new products become available.

Brand Names

Only the brand names of products and accessories listed are acceptable.

Product Acceptability

Current products shall be new, in production, or still available but no longer in production.

Price Adjustments

Any price decrease effectuated during the contract period by reason of market change shall be passed onto Oklahoma County by notifying the Purchasing Officer with an updated list.

Freight Charges

The bidder shall prepay all packaging, handling, shipping and delivery charges.

Delivery Lead Time

Vendor shall state delivery time in the quotation section of this Invitation to Bid. This will be an evaluation factor. Delivery shall be no more than 15 calendar days after receipt of order. Bids that specify a delivery lead

time of greater than 15 days may be found non-responsive and rejected. The Purchasing Officer will monitor the delivery lead-time. Aberrations from the stated time may result in contract termination for default/breach.

Product Availability/Substitutions

Product bid must be a current product model and available for general marketing purposes at the opening of this solicitation. Prospective bidder must use best effort to assure product availability through the duration of the contract period as no substitutions will be allowed, unless approved by the Purchasing Officer prior to the substitution. If the contractor is awarded items for the current product, the contractor shall support throughout the contract period if item is discontinued.

Authorized Representative/Manufacturer Certification

Bidders may offer any brand for which they are an authorized representative. Current calendar year certification from manufacturer must be submitted with bid response. **Failure to do so will result in rejection of bid.**

Inspection and Acceptance Location

Under this contract, inspection and acceptance will take place at the respective ordering department. For each product for which delivery is required under this contract, the ordering department shall have a thirty (30) day acceptance period, beginning on the delivery date, in which to set up and determine acceptable operating status. If several products are ordered, the acceptance period shall begin upon delivery of the last piece of hardware outlined in the particular order. During the acceptance period, the ordering department may cancel the order by giving written notice to the contractor and returning the products in accordance with this provision. Unless such cancellation notice is given, the products will be deemed to have been accepted by the ordering department at the end of the acceptance period. Notwithstanding any other terms or provisions of this contract, if the ordering department finds the product(s) to be unsatisfactory and the shortcoming which prompted such a finding are not completely remedied within the thirty (30) calendar days after delivery (or a different period if mutually agreed to), it will not be accepted, and the ordering department shall have the right to return the product(s) without restocking fees, payment, or further obligations.

Contract Administration

Contract administration refers to resolution dispute between ordering entities and the awarded vendors regarding delivery delays, partial deliveries, inadequate products, etc. For contract administration matter contact the Purchasing Officer.

Commercial Warranty

The awarded vendor agrees that the equipment or supplies furnished under this contract shall be covered by the most favorable commercial warranties the vendor gives to any customer for such equipment or supplies and that the rights and remedies herein are in addition to and do not limit any rights afforded to Oklahoma County by any other clause of this contract. Warranty period and warranty type (i.e. 1 yr. On site, 2 years parts & labor, 3 years on site, etc.) For each product must be indicated in the appropriate space provided for each product on the pricing schedules. Warranty period and warranty type shall be taken into consideration during bid evaluation. Vendor shall state warranty information on the quotation form. Vendor shall pay for shipping and handling costs for repairs covered under warranty.

Extended Warranty:

Extended warranty information detailing what all is entailed in the "extended" warranty as opposed to the regular warranty shall be included with the bid packet. Failure to do so may result in rejection of bid.

Evaluation Criteria:

ITB# CW10012 - Avigilon or Equivalent
Quotation Form

SECTION I. Equipment, Accessories, Software, and Maintenance:

A. Equipment

MLP Less % Discount

1. Avigilon or Equivalent	%
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B. Accessories

MLP Less % Discount

1. Avigilon or Equivalent	%
---------------------------	---

C. Software

MLP Less % Discount

1. Avigilon or Equivalent	%
---------------------------	---

D. Maintenance

MLP Less % Discount

1. Avigilon or Equivalent	%
---------------------------	---

Technical Assistance: \$ _____ hourly rate

Delivery Time After Receipt of Order: _____

Warranty: (If other than manufacturer warranty): _____

Shipping and Handling Costs: _____

- Price: Each brand will be awarded to the bidder who bids the highest average percentage off the manufacturer list price on radios and accessories.
- Delivery
- Warranty
- Authorized Dealer Certification

SECTION I. Avigilon or Equivalent Products:

Oklahoma County is seeking bids for the Avigilon or Equivalent Products to include, but not limited to; **(Servers, Software, Cameras, Laptops, Encoders, Licenses, Capture Kits, etc.):**

1. Avigilon or Equivalent

Vendor shall be an authorized dealer with each brand being bid. Bidder shall provide a copy of dealer certification for each brand of radio being bid with bid package. Bidder shall also provide letter for each brand bid that they are authorized to sell in this territory.**Failure to submit certification and letter will result in rejection of bid.**

MAINTENANCE AGREEMENT:

Vendor shall provide a copy of their maintenance agreement with their proposal. Failure to do so will result in rejection of bid.

NOTE:

Variations from specifications will be evaluated for the ability of the quoted product or service to meet the needs of the requesting agency. The submission of each vendor’s bid will become evidence that the product or service described will satisfactorily perform the requesting agency’s needs. Brand names, trademarks, and part numbers and the included descriptions of these items are provided for reference only and are to be considered minimum requirements.

All alternate bids will be evaluated if supporting documents, including brochures, dimensions, electrical requirements, required clearances, safety items, warranties, and pictures are included with your bid. Any questions should be directed to the buyer’s name listed above.

Product meets specifications? YES _____ NO _____

“OPPORTUNITY BUY” PRODUCTS:

Oklahoma County reserves the right to purchase products otherwise available from the contractor(s) on a “Opportunity Buy” basis from other various pre-qualified sources of supply when these purchases are deemed to be in the best interest of the County.

Definition

Opportunity Buys-One time inventory liquidations available due to oversupply, discontinued labels, change of pack or for other reasons which does not affect product quality.

Technical Refresher Clause:

TECHNOLOGY/ENGINEERING CHANGES:

a. During the life of the contract, and under its terms and conditions, the Central Purchasing Division will solicit and the contractor is encouraged to propose independently, technology/engineering changes to computer hardware, hardware specifications, or other requirements of this contract. It is further understood by the parties of this contract that this clause envisages engineering changes related to the general type of hardware covered by the scope of this contract.

b. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased data processing requirements. However, if proposed changes relating to improved performance are necessary to meet increased data processing requirements of the use, those requirements shall not exceed the contract requirements by more than 10 percent per line item over the life of the contract. If the proposed changes are acceptable to both parties (the Contractor and Central Purchasing), the Contractor shall submit a price change proposal to the Purchasing Agent for evaluation. Those proposed engineering changes that are acceptable to the Oklahoma County will be processed as modifications to the contract.

c. Due to the fast pace of computer technology, these changes are expected and will only be considered every quarter during the life of the contract. Proposed changes may be submitted to the purchasing agent fifteen (15) days prior to the end of the quarterly period, for an effective date of change as indicated by the following dates: (depending on quarters we decide)

d. It is understood by Oklahoma County, that the computer industry issues "new technology" and discontinues "old technology". This discontinued technology may be in stock and still available for a short period. Contractors must detail the availability and price reduction of the discontinued computer technology with their "technology/engineering change proposal". If discontinued product is still available, that item (at its reduced price) will be left on the contract for the next quarterly period along with the "new" technology/engineering product. The discontinued product will not be carried longer than the quarterly period following notification of discontinuance. If a product becomes a discontinued item during the quarter, the contractor must notify the Purchasing Agent for contract modification and that product will not be replaced by new technology until the next date as outlined in Section c above.

e. The technology/engineering changes covered by this clause must meet the following criteria:

1. Be representative of a technological advancement which became readily available commercially after contract award;
2. Have been sold to the general public in substantial quantities before substitution under this clause;
3. Meet or exceed all mandatory requirements of this contract;
4. Be judged technically acceptable in writing by the county MIS Department.

f. This clause applies only to those proposed changes identified by the Contractor as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the Contractor with each proposal:

1. A description between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
2. Itemized requirement of the contract that must be changed if the proposal is adopted, and the proposed revisions to the contract for each such change;
3. An estimate of the change in performance and cost, if any, that will result from adoption of the proposal;
4. An evaluation of the effects the proposed change would have on the collateral costs to the Oklahoma County such as costs of maintenance and operation;
5. Also, any effect on the contract completion time or delivery schedule shall be identified.

g. Notwithstanding the delivery schedule set forth in the bid terms, delivery requirements for upgrade items shall be commensurate with those already specified.

h. Technology/Engineering change proposal submitted to the Purchasing Agent shall be processed expeditiously. Oklahoma County shall not be liable for proposal preparation

costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any technology/engineering change proposal not accepted by the Central Purchasing Division within the period specified in the engineering change proposal. The decision of the Purchasing Agent as to the acceptance of any such proposal under this contract shall be final and shall not be subject to appeal or protest.

i. The Purchasing Agent may accept any technology/engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice may be given by the issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the Contract shall remain obligated to perform in accordance with the terms of the existing contract.

j. If a technology/engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be made in accordance with the "Changes" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.

VENDOR MUST LIST ANY EXCEPTIONS TO BID SPECIFICATIONS:

It is the County's intent that this Invitation to Bid (ITB)/Request for Proposal (RFP) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close

While Oklahoma County intends to make an award to the lowest and best bidder(s), the various county departments will compare pricing as awarded on this bid to the Oklahoma Statewide contracts. If pricing and availability is determined to be of greater advantage to the department, the county reserves the right to purchase from that statewide vendor under the provisions of Oklahoma Statute Title 19 Section 1501. A. 3.para. l & m. Proper justification will be provided by the end user to the County Purchasing Department before issuance of the purchase order.

***** Questions and Answers:** Any questions pertaining to this bid must be submitted no later than 5:00 pm Central Daylight Time on April 22, 2010 **via fax, email, or mail.** Send questions to:

Oklahoma County Central Purchasing
Attention: Amanda Madison, CPO
320 Robert S Kerr, Suite 117
Oklahoma City, OK 73102
Fax Number: 405-713-1491
Email: amadison@oklahomacounty.org



"Digi - Your Surveillance Source"
 TERO Certified 100% Indian Owned
 2533 W 519 918.824.2520
 Pryor, OK 74361 www.digiss.com

Proposal

Boone County (Internal Jail Cams + 60CH Conversion + Interview + Outdoor)

Total \$51,651.50
Date 10-15-2012
PO # NA
Reference Boone County (Internal Jail Cams + 60CH Conversion + Interview + Outdoor)
Contact Chad Martin
Phone (573) 876-6101
Email cmartin@boonecountymmo.org

ITEM	DESCRIPTION	MSRP	Boone Cost	Qty	MSRP EXT	Boone Cost	Boone SAVINGS
Boone County - Megapixel Internal Jail Cameras + 60 Channel Conversion							
3.0W-H3-DO1	3.0 MegapixelWDR Day/Night Vandal Dome, 3-9mm f/1.2 P-iris lens	\$985.00	\$689.50	2.00	\$1,970.00	\$1,379.00	\$591.00
1.0MP-HD-H264-DO1	1.0 Megapixel (720p) Day/Night Vandal Dome, 3-9mm f/1.2 lens	\$745.00	\$521.50	11.00	\$8,195.00	\$5,736.50	\$2,458.50
ENC-4P-H264	4-Port H.264 Analog Video Encoder with 4 audio support	\$345.00	\$241.50	15.00	\$5,175.00	\$3,622.50	\$1,552.50
ENC-BRK1U	Mounting bracket for 3 Avigilon Analog Video Encoders in 1U Rack Space	\$55.00	\$38.50	5.00	\$275.00	\$192.50	\$82.50
4C-HD-NVMS-ENT	Enterprise HD NVMS for 4 Camera Channels & Unlimited Viewing Clients	\$1,155.00	\$808.50	7.00	\$8,085.00	\$5,659.50	\$2,425.50
4A-HD-NVMS-ENT	Enterprise Audio License for 4 Microphones AND 4 Speaker outputs	\$410.00	\$287.00	2.00	\$820.00	\$574.00	\$246.00
15.0TB-HD-NVR	HD NVR, 15.0 TB Storage, 2U Rack Mount	\$11,660.00	\$8,162.00	1.00	\$11,660.00	\$8,162.00	\$3,498.00
Onsite Install / Service	1 Day Onsite Administration of Software Setup & Config	\$2,400.00	\$1,680.00	1.00	\$2,400.00	\$1,680.00	\$720.00
ONSITE DELIVERY	International Shipping + Onsite Delivery	\$785.00	\$785.00	1.00	\$785.00	\$785.00	\$0.00
External Cameras, Interview Room, Existing Office Conversion							
5.0W-H3-DO1	5.0 MegapixelWDR Day/Night Vandal Dome, 3-9mm f/1.2 P-iris lens	\$1,105.00	\$773.50	1.00	\$1,105.00	\$773.50	\$331.50
3.0W-H3-DO1	3.0 MegapixelWDR Day/Night Vandal Dome, 3-9mm f/1.2 P-iris lens	\$985.00	\$689.50	3.00	\$2,955.00	\$2,068.50	\$886.50
3.0W-H3-D1	3.0 MegapixelWDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens	\$835.00	\$594.50	3.00	\$2,505.00	\$1,753.50	\$751.50
2.0-H3-D1	2.0 Megapixel 4.3-84mm AFZoom Camera	\$765.00	\$535.50	3.00	\$2,295.00	\$1,606.50	\$688.50
ES-HD-HWS	Enclosure for HD H.264 Cams, 12VDC/24VAC Heater, Wall Bracket & Sunshield	\$225.00	\$157.50	3.00	\$675.00	\$472.50	\$202.50
ENC-4P-H264	4-Port H.264 Analog Video Encoder with 4 audio support	\$345.00	\$241.50	4.00	\$1,380.00	\$966.00	\$414.00
ENC-BRK1U	Mounting bracket for 3 Avigilon Analog Video Encoders in 1U Rack Space	\$55.00	\$38.50	2.00	\$110.00	\$77.00	\$33.00
4C-HD-NVMS-ENT	Enterprise HD NVMS for 4 Camera Channels & Unlimited Viewing Clients	\$1,155.00	\$808.50	4.00	\$4,620.00	\$3,234.00	\$1,386.00
10.0TB-HD-NVR	HD NVR, 10.0 TB Storage, 2U Rack Mount	\$9,660.00	\$6,762.00	1.00	\$9,660.00	\$6,762.00	\$2,898.00
1L-HD-LP-75	Single Lane License Plate Capture Kit (Dual IR Banks, LowPass Filter, Etc)	\$4,950.00	\$3,465.00	1.00	\$4,950.00	\$3,465.00	\$1,485.00
WAPBRIDGE	High Throughput Wireless AP / Bridge (2xAPs+Antenna)	\$155.00	\$108.50	2.00	\$310.00	\$217.00	\$93.00
Onsite Install / Service	1 Day Onsite Administration of Software Setup & Config	\$2,400.00	\$1,680.00	1.00	\$2,400.00	\$1,680.00	\$720.00
ONSITE DELIVERY	International Shipping + Onsite Delivery	\$785.00	\$785.00	1.00	\$785.00	\$785.00	\$0.00
					MSRP Total	Boone Total	Boone Savings
					\$73,115.00	\$51,651.50	\$21,463.50

Total: \$51,651.50
Date: 10-15-2012

Accepted Payments: PO w/ Company Check, Visa, MasterCard, American Express, Discover
Payment Terms: Total Due On Invoice Receipt
Payable to: Digi Surveillance Systems



Amy Robbins - Fwd: Proposal / Interview Room Workstation

From: Chad Martin
To: Amy Robbins
Date: 10/30/2012 2:36 PM
Subject: Fwd: Proposal / Interview Room Workstation
Attachments: 2012-10-15-BooneCountyJail-All.pdf

Amy,

The attached quote and additional server listed in the body of the e-mail below are the items we are buying up front from Digi Surveillance Systems (the additional item in the e-mail is NOT on the quote - total purchase = \$53,401.50). This is the info that can be included in the contract. Please go ahead and forward the paperwork. Josh Herron is the point of contact and his info is below.

Next on my to-do list is to fix the budget with the Auditor's Office (amend from what was previously established when we thought we were using the other company).

Please let me know if you need anything else from me.

Thanks,
Chad

>>> "Joshua Herron" <josh@digiss.com> 10/16/2012 6:54 AM >>>

Chad,

The interview room workstation server is the following:

Avigilon

2.0TB-HD-NVRWS HD NVR Workstation, 2.0 TB Storage

Normal MSRP: \$3,260.00

Your Cost: \$1,750.00

It is a QuadCore Xeon, DVDRW, 3 Year Onsite Warranty, 2TB Storage, Separate 250GB O/S Drive, Dell T35 or 5500, Win7Pro 64

Joshua Herron

CCNA - CSC011769868

Digi Surveillance Systems

TERO - 100% American Indian Owned

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
7. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
11. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
12. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
14. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

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

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

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

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

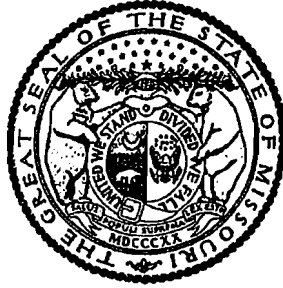
COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to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

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

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

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 19

Section 010
BOONE COUNTY

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

Original Signed by

Carla Buschjost, Director
Division of Labor Standards

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

Last Date Objections May Be Filed: April 9, 2012

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$30.76	55	60	\$18.81
Boilermaker			\$32.31	57	7	\$25.80
Bricklayer and Stone Mason			\$28.20	59	7	\$14.33
Carpenter			\$24.09	60	15	\$12.40
Cement Mason			\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.42	28	7	\$12.18 + 13%
Electrician (Outside-Line Construction) Lineman			\$36.36	43	45	\$5.00 + 44.5%
Lineman Operator			\$31.39	43	45	\$5.00 + 44.5%
Groundman			\$24.27	43	45	\$5.00 + 44.5%
Communication Technician			\$30.42	28	7	\$12.18 + 13%
Elevator Constructor		a	\$42.195	26	54	\$23.305
Operating Engineer						
Group I			\$25.81	86	66	\$21.43
Group II			\$25.81	86	66	\$21.43
Group III			\$24.56	86	66	\$21.43
Group III-A			\$25.81	86	66	\$21.43
Group IV			\$23.58	86	66	\$21.43
Group V			\$26.51	86	66	\$21.43
Pipe Fitter		b	\$34.25	91	69	\$23.18
Glazier		c	\$27.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$11.54
First Semi-Skilled			\$22.81	42	44	\$11.54
Second Semi-Skilled			\$21.81	42	44	\$11.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright			\$25.09	60	15	\$12.35
Ironworker			\$27.51	11	8	\$19.84
Painter			\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber		b	\$34.25	91	69	\$23.18
Pile Driver			\$25.09	60	15	\$12.35
Roofer \ Waterproofer			\$28.05	12	4	\$12.99
Sheet Metal Worker			\$29.25	40	23	\$13.85
Sprinkler Fitter - Fire Protection			\$30.52	33	19	\$17.02
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$29.52	7	16	\$12.35
Millwright		\$29.52	7	16	\$12.35
Pile Driver		\$29.52	7	16	\$12.35
Electrician (Outside-Line Construction)\Lineman		\$36.36	9	12	\$5.00 + 42.5%
Lineman Operator		\$31.39	9	12	\$5.00 + 42.5%
Lineman - Tree Trimmer		\$22.68	32	31	\$5.00 + 23%
Groundman		\$24.27	9	12	\$5.00 + 42.5%
Groundman - Tree Trimmer		\$16.72	32	31	\$5.00 + 23%
Operating Engineer					
Group I		\$24.89	21	5	\$21.33
Group II		\$24.54	21	5	\$21.33
Group III		\$24.34	21	5	\$21.33
Group IV		\$20.69	21	5	\$21.33
Oiler-Driver		\$20.69	21	5	\$21.33
Laborer					
General Laborer		\$25.16	2	4	\$10.92
Skilled Laborer		\$25.76	2	4	\$10.92
Truck Driver-Teamster					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Search Results

Current Search Terms: digi* surveillance* systems*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.327.20121026-2218

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



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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December Session of the October Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

4th

day of December

20 12

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

Now on this day the County Commission of the County of Boone does hereby set the fees associated with Small On-Site Wastewater Systems as contemplated in Section 4.11 of Boone County's Code of Health Regulations as follows:

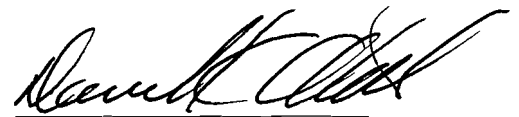
- **Construction permits on existing systems:** **\$225.00**
- **New construction permits:** **\$225.00**
- **Existing system evaluation:** **\$25.00**

The Commission notes that the fees as set out above are anticipated to cover 37% of the County's costs in administering the County's Small On-Site Wastewater program per the attached estimate prepared by the City/County Health Department, which is incorporated herein by reference.

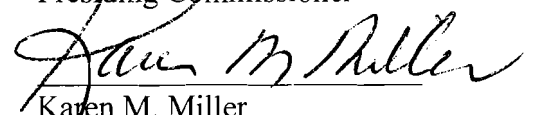
Done this 4th day of December, 2012.

ATTEST:

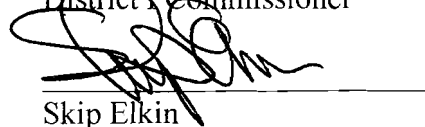
Wendy S. Noren my
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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ea.

December Session of the October Adjourned

Term. 20

County of Boone

12

In the County Commission of said county, on the

4th

day of December

20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the Cooperative Agreement - Battle High School Construction Project between the Columbia Public Schools and the County of Boone.

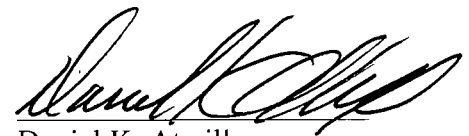
The terms of this Agreement are stipulated in the attached Cooperative Agreement.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

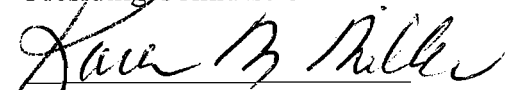
Done this 4th day of December, 2012.

ATTEST:

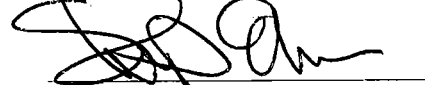
Wendy S. Noren *mg*
Wendy S. Noren
Clerk of the County Commission



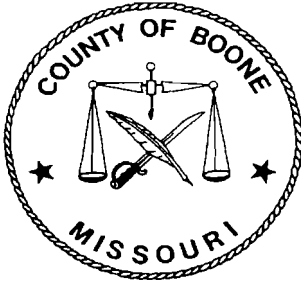
Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



CHARLES J. DYKHOUSE
BOONE COUNTY COUNSELOR
801 E. WALNUT, SUITE 211
COLUMBIA, MISSOURI 65201
TELEPHONE (573) 886-4414
FAX (573) 886-4413

CONTRACT ROUTING REQUEST

PLEASE ROUTE IN THE ORDER LISTED BELOW:

(KEEP THIS FORM WITH THE DOCUMENTS BEING ROUTED.)

<u>CONTRACT(S)</u>	RECEIVED	<u>COMMENTS</u>
1) Legal to Auditor	NOV 21 2012 11/21/2012 BOONE COUNTY AUDITOR	_____
2) Auditor to Deputy County Clerk for placement on Commission Agenda		_____
2) After Commission approval, Deputy County Clerk requested to:		
<input checked="" type="checkbox"/> Retain one original		
<input checked="" type="checkbox"/> Mail one original with Commission Order to:		
Dr. Nick Boren		
Deputy Superintendent		
Columbia Public Schools		
1818 West Worley		
Columbia, MO 65203		
<input checked="" type="checkbox"/> Send one original:		
Attn: Kelle Westcott Resource Management		
<input checked="" type="checkbox"/> Copies to:		
CJ Dykhous, County Counselor		



COLUMBIA PUBLIC SCHOOLS

www.columbia.k12.mo.us

ADMINISTRATION BUILDING

1818 West Worley Street (573) 214-3416

Dr. Chris Belcher
Superintendent of Schools

Columbia, Missouri 65203

Fax: (573) 214-3417

Dr. Nick D. Boren
Deputy Superintendent

November 13, 2012

Mr. C.J. Dykhouse
County Counselor
Boone County Government Center
801 E. Walnut, Room 211
Columbia, MO 65201

Dear Mr. Dykhouse:

Enclosed please find three original documents entitled "Cooperative Agreement, Battle High School Construction Project." This agreement was approved on November 12, 2012, by the Columbia Board of Education.

Please have the appropriate Boone County officials sign the agreement and return one of the originals to:

Dr. Nick D. Boren
Deputy Superintendent
Columbia Public Schools
1818 West Worley Street
Columbia, MO 65203

Thank you.

Sincerely,

Janet L. Rupp
Secretary to the Deputy Superintendent

**COOPERATIVE AGREEMENT
BATTLE HIGH SCHOOL CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and the Columbia Public Schools, a political subdivision of the State of Missouri, herein "CPS".

WHEREAS, County and CPS have entered into an agreement for cost participation from County to CPS for certain road improvements near the Battle High School Project which was adopted by County in Commission Order 386-2011 on September 22, 2011; and

WHEREAS, County has undertaken significant road improvement projects near the site of Battle High School; and

WHEREAS, CPS has agreed to cancel County's obligations under the prior Contract relating to the payment of Two Hundred Fifty Thousand Dollars (\$250,000.00), in order to allow County to use said funds on other road improvement projects being undertaken by County near Battle High School; and

WHEREAS, County and CPS are empowered to enter into cooperative agreements for these purposes by virtue of RSMo §70.220; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The prior agreement between the parties is attached hereto and incorporated herein by reference.
2. CPS agrees to cancel and set aside the obligations of County relating to the payment of the Two Hundred Fifty Thousand Dollars (\$250,000.00) in order to allow County to apply said funds to other road improvement projects the County is undertaking near Battle High School.
3. The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.
4. This agreement shall be binding on the parties hereto and their respective successors and assigns.
5. The parties hereto mutually pledge and agree to exercise reasonable diligence and good faith in the performance of their respective obligations under this agreement

and to cooperate to the greatest extent practicable in fulfilling the general terms, conditions and objectives reflected therein.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement effective as of the date of the last party and execute the same.

Executed by Columbia Public Schools this 12 day of November, 2012.

Executed by Boone County this 4th day of DECEMBER, 2012.

[Signatures follow on next page.]

COLUMBIA PUBLIC SCHOOLS:

By:

Nick D. Borch

Print Name & Title: Nick D. Borch, Deputy Superintendent

ATTEST:

Janet L. Rupp

BOONE COUNTY

(By and through its County Commission):

By:

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Wendy S. Noren my

Wendy S. Noren, County Clerk

Approved as to legal form:

Charles J. Dykhouse

Charles J. Dykhouse, County Counselor

Auditor Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.

June E. Pitchford by cz 11/21/12
June E. Pitchford, Auditor Date

*No Encumbrance
Required*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20

11

County of Boone

} ca.

In the County Commission of said county, on the

22nd

day of

September

20

11

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Columbia Public Schools and Boone County, Missouri to participate in some costs relating to the road improvements on St. Charles Road by making a payment of \$250,000.00 to Columbia Public Schools. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 22nd day of September, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

**COOPERATIVE AGREEMENT
BATTLE HIGH SCHOOL CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and the Columbia Public Schools, a political subdivision of the State of Missouri, herein "CPS".

WHEREAS, CPS is conducting a building project to construct a new high school building and associated facilities, the Battle High School Project, herein "Project"; and

WHEREAS, CPS has undertaken certain necessary road improvements near the site of the Project; and

WHEREAS, County is willing to assist CPS by way of participating in some of the costs relating to the road improvements on St. Charles Road, an open and existing public road which is part of the County road system; and

WHEREAS, County and CPS are empowered to enter into cooperative agreements for these purposes by virtue of RSMo §70.220; and

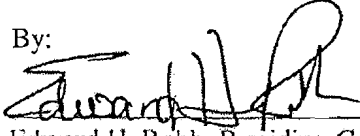
WHEREAS, CPS has already undertaken some of the required road improvements, and has incurred costs relating to the same, in accordance with the Columbia High School Roadway Improvements plans on file with County's Resource Management department.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. CPS agrees to complete, in a timely fashion, the construction of the contemplated improvements to St. Charles Road, to include new drainage facilities, installation of traffic control devices, widening of the road surface, installation of turn lanes and other improvements to St. Charles Road, as reflected in the approved Columbia High School Roadway Improvements plans on file with the Boone County Resource Management department.
2. CPS agrees to contact the Missouri Department of Transportation (MoDOT) prior to completion of the Battle High School project to facilitate the contemplated installation of appropriate traffic control devices at the intersection of Route Z and St. Charles Road.
3. County agrees to participate in a portion of the costs of the improvements to St. Charles Road set out in the Columbia High School Roadway Improvements plans,

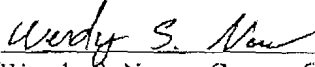
BOONE COUNTY
(By and through its County Commission):

By:



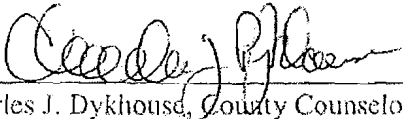
Edward H. Robb, Presiding Commissioner

ATTEST:



Wendy S. Noren, County Clerk

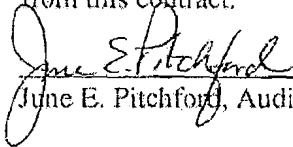
Approved as to legal form:



Charles J. Dykhouse, County Counselor

Auditor Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.



June E. Pitchford, Auditor by *aj*

9/15/11

Date

2045-71100