

235 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20₁₄

County of Boone

In the County Commission of said county, on the

15th

day of

May

20₁₄

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

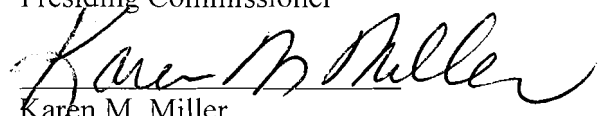
Now on this day the County Commission of the County of Boone does hereby approve Contract Amendment Number Two to 24-25APR12 for Tires; Passenger and Patrol Vehicles & Light Duty Trucks.

The terms of this amendment are stipulated in the attached Contract Amendment Number Two. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two.

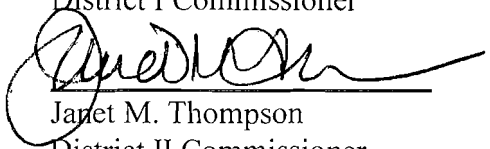
Done this 15th day of May, 2014.



Daniel K. Atwill
Presiding Commissioner

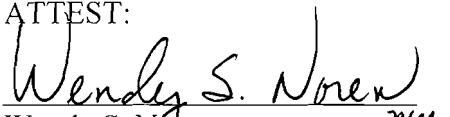


Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

235-2014

Boone County Purchasing

Amy Robbins
Director



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: May 5, 2014
RE: Contract Amendment Number Two to 24-25APR12 – *Tires-Passenger & Patrol Vehicles & Light Duty Trucks*

Contract 24-25APR12 – *Tires-Passenger & Patrol Vehicles & Light Duty Trucks* was approved in commission on June 12, 2012 on commission order 282-2012. The attached amendment adds an additional tire size and pricing to the list of available tires for the County.

cc: Greg Edington
Chad Martin
Kelle Westcott
Contract File

**CONTRACT AMENDMENT NUMBER TWO
PURCHASE AGREEMENT FOR
TIRES- PASSENGER AND PATROL VEHICLES AND LIGHT DUTY TRUCKS**

The Agreement **24-25APR12** dated June 12, 2012 made by and between Boone County, Missouri and **BORE/MPC LLC dba Big O Tires – Missouri**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add the following tires and pricing to the existing list of available tires for the County:

Tire Size	Type	Description / Part Number	Price
LT245/75R17	Pickup Truck	Hifly All Position LT245/75R17/E	\$109.88

Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

BORE/MPC LLC D/B/A BIG O TIRES - MISSOURI

BOONE COUNTY, MISSOURI

by *Russell L. Coit*
title *Operations Director*

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

APPROVED AS TO FORM:

ATTEST:

J. Moore
County Counselor

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

Jane E. Pitchford
Signature *by JEP*

5/5/14
Date

2040/59105 Term/Supply
No Encumbrance Required
Appropriation Account

Amy Robbins - RE: Boone County Contract 24-25APR12 - Tires-Passenger, Patrol Vehicles & Light Duty Trucks

From: "Rusty Coats" <rcoats@mobigotires.com>
To: "Amy Robbins" <arobbins@boonecountymo.org>
Date: 4/11/2014 3:58 PM
Subject: RE: Boone County Contract 24-25APR12 - Tires-Passenger, Patrol Vehicles & Light Duty Trucks

Thanks for contacting us on this tire.

We have a really nice Hifly All Position tire in the LT245/75R17/E. It runs \$109.88 plus the installation as listed in the original bid.

Thanks,

Rusty

From: Amy Robbins [mailto:arobbins@boonecountymo.org]
Sent: Friday, April 11, 2014 10:45 AM
To: Rusty Coats
Subject: Boone County Contract 24-25APR12 - Tires-Passenger, Patrol Vehicles & Light Duty Trucks

Hi Russell - Our Resource Management Department has added some new vehicles to their fleet this month and we wanted to see if you could quote us pricing for another amendment to the above referenced contract for:

Tire Size/Type

LT245/75R17

Pickup Truck (Ford F-150)

Thank you!

Amy

Amy Robbins
Senior Buyer
Boone County Purchasing
613 E. Ash St. Room 109
Columbia, MO 65201
Phone 573-886-4392

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 2014

In the County Commission of said county, on the 15th day of May 2014

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the attached list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

Done this 15th day of May, 2014

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner



MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: May 2, 2014

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	NO TAG	DESK RETURN		PROSECUTING ATTORNEY	GOOD	
2.	NO TAG	DESK RETURN		PROSECUTING ATTORNEY	GOOD	
3.	NO TAG	TELEPHONE	MERIDIAN 5312 - BLACK WITH CALLER ID	TREASURER	POOR	
4.	7940	TELEPHONE	MERIDIAN	TREASURER	UNKNOWN	
5.	7939	TELEPHONE	MERIDIAN	TREASURER	UNKNOWN	
6.	NO TAG	TELEPHONE	MERIDIAN	TREASURER	UNKNOWN	
7.	NO TAG	TELEPHONE	STARPLUS II	PROSECUTING ATTORNEY	DOESN'T WORK	260300-MOE-27F
8.	5795	MAROON CLOTH CHAIR		CHILD SUPPORT IV-D	POOR	

9.	3720	WORD PROCESSING STAND		CHILD SUPPORT IV-D	GOOD	
10.	8482	METAL DESK WITH RETURN		CHILD SUPPORT IV-D	GOOD	
11.	10737	WORK STATION - WALLS AND DESK		CHILD SUPPORT IV-D	VERY GOOD	
12.	15110	WORK STATION - WALLS AND DESK		CHILD SUPPORT IV-D	VERY GOOD	
13.	8462	BLUE SOFA	PAOLI	PROSECUTING ATTORNEY VICTIM WITNESS	FAIR	
14.	NO TAG	24' EXTENSION LADDER		FACILITY MAINTENANCE	POOR	
15.	NO TAG	TWO MX7000 LIGHTBARS WITH SIGNAL STICKS		SHERIFF	POOR	
16.	NO TAG	MICROWAVE	SHARP	SHERIFF	POOR - STARTED A FIRE	PLEASE REMOVE FROM INVENTORY
17.	NO TAG	DESK CHAIR	HAWORTH	SHERIFF	POOR	PLEASE REMOVE FROM INVENTORY
18.	3279	5 DRAWER FILE CABINET		SHERIFF	FAIR	
19.	17021	46" TV	SAMSUNG	SHERIFF	DOES NOT WORK	
20.	2645	BLUE DESK CHAIR		CIRCUIT CLERK	BROKEN	PLEASE REMOVE FROM INVENTORY
21.	10257	BLUE DESK CHAIR		CIRCUIT CLERK	BROKEN	PLEASE REMOVE FROM INVENTORY

22.	12899	BLUE DESK CHAIR		CIRCUIT CLERK	BROKEN	PLEASE REMOVE FROM INVENTORY
23.	10258	BLUE DESK CHAIR		CIRCUIT CLERK	BROKEN	PLEASE REMOVE FROM INVENTORY
24.	NO TAG	TWO DESK TOP MAIL SORTERS		CLRCUIT CLERK	GOOD	
25.	NO TAG	STEEL TUBS FOR CARRYING FOLDER FILES		CIRCUIT CLERK	FAIR	
26.	NO TAG	MISC. OFFICE SUPPLIES		CHILD SUPPORT	FAIR	
28.	NO TAG	METAL SHELVING		CHILD SUPPORT	GOOD	
29.	12199	6 CU. FT. REFRIGERATOR		CHILD SUPPORT	POOR	
30.	4424	BLACK 4-DRAWER LATERAL FILE CABINET-LEGAL SIZE		PUBLIC WORKS	FAIR	
32.	9420	DESK CHAIR		CHILD SUPPORT	POOR	
33.	NO TAG	13 FLOODLIGHTS		FACILITY MAINTENANCE	NEW	
34.	NO TAG	JOHNSON CONTROLS P66 ELECTRONIC FAN CSPEED CONTROL			NEW	
35.	NO TAG	HONEYWELL RM7895 C 1012 AUTOMATIC PROGRAMMING CONTROL AND HONEYWELL ULTRAVIOLET FLAME AMPLIFIER R7849 A 1023			NEW	

36.	11258	BLUE TASK CHAIR			POOR	PLEASE REMOVE FROM INVENTORY
37.	14143	TWO DRAWER FILE CABINET			FAIR	
38.	NO TAG	MISC DESK, TOPS, AND PARTITIONS			FAIR	
39.	15366	PC WORKSTATION	XW6200		UNKNOWN	
40.	15793	LAPTOP NOTEBOOK	HP NX7400		UNKNOWN	
41.	15794	LAPTOP NOTEBOOK	HP NX7400		UNKNOWN	
42.	15795	LAPTOP NOTEBOOK	HP NX7400		UNKNOWN	
43.	15796	LAPTOP NOTEBOOK	HP NX7400		UNKNOWN	

cc: Hilary Matney, Auditor
Surplus File

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE : 2/28/14

FIXED ASSET TAG NUMBER: No Tag

MAR 03 2014

DESCRIPTION: Desk Return

**BOONE COUNTY
AUDITOR**

REQUESTED MEANS OF DISPOSAL: Dispose

OTHER INFORMATION: Currently located in the North hallway of the Prosecuting Attorney's Office

CONDITION OF ASSET: Good

REASON FOR DISPOSITION: No longer need. Removed because of space issues.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 1261 - Prosecuting Attorney

SIGNATURE

Bonnie Adkins

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835 HM

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 2/28/14

FIXED ASSET TAG NUMBER: No Tag

RECEIVED

DESCRIPTION: Desk Return

MAR 03 2014

REQUESTED MEANS OF DISPOSAL: Dispose

**BOONE COUNTY
AUDITOR**

OTHER INFORMATION: Currently located in the North hallway of the Prosecuting Attorney's Office

CONDITION OF ASSET: Good

REASON FOR DISPOSITION: No longer need. Removed because of space issues.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 1261 - Prosecuting Attorney

SIGNATURE

Bonnie Adkins

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835 *AM*

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

ASSET GROUP _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *Donna K. Atwell*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 2-6-14

FIXED ASSET TAG NUMBER: No Tag

DESCRIPTION: Tansy Johnson phone - Meridian 5312 Black w/ caller ID

REQUESTED MEANS OF DISPOSAL: Removal

OTHER INFORMATION:

CONDITION OF ASSET: Volume on phone does not work

REASON FOR DISPOSITION: Volume button does not work - cannot hear calls clearly

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

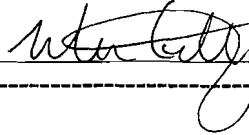
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: when new phone arrives from TRCA

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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


DEPARTMENT: TR

SIGNATURE



--
AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835 

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

--
COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

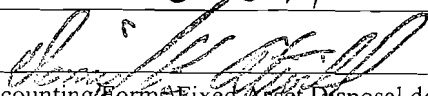
____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 3/12/14

FIXED ASSET TAG NUMBER: ~~no tag, 07939, and~~ 07940

DESCRIPTION: Three old meridian phones found in the filing cabinet area of the Treasurer's office

RECEIVED

REQUESTED MEANS OF DISPOSAL: Pick up from TR's office

MAR 12 2014

OTHER INFORMATION: The phones have not been in use for some time and were found in the Treasurer's office

**BOONE COUNTY
AUDITOR**

CONDITION OF ASSET:

REASON FOR DISPOSITION: Not in use

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

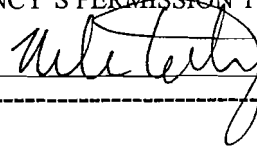
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: Treasurer

SIGNATURE



--
AUDITOR

ORIGINAL PURCHASE DATE 9/9/93

RECEIPT INTO 1190-3835 q/m

ORIGINAL COST \$277.12

GRANT FUNDED (Y/N) _____

GRANT NAME _____

ORIGINAL FUNDING SOURCE 2731

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

--
COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 3/12/14

FIXED ASSET TAG NUMBER: ~~no tag, 07939, and 07940~~

DESCRIPTION: Three old meridian phones found in the filing cabinet area of the Treasurer's office

RECEIVED

REQUESTED MEANS OF DISPOSAL: Pick up from TR's office

MAR 12 2014

OTHER INFORMATION: The phones have not been in use for some time and were found in the Treasurer's office

**BOONE COUNTY
AUDITOR**

CONDITION OF ASSET:

REASON FOR DISPOSITION: Not in use

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: Treasurer

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/9/03

RECEIPT INTO 1190-3835 HM

ORIGINAL COST \$ 277.12

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1404

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

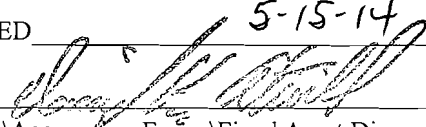
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 3/12/14

FIXED ASSET TAG NUMBER: no tag, ~~07939~~, and ~~07940~~

DESCRIPTION: Three old meridian phones found in the filing cabinet area of the Treasurer's office

RECEIVED

REQUESTED MEANS OF DISPOSAL: Pick up from TR's office

MAR 12 2014

OTHER INFORMATION: The phones have not been in use for some time and were found in the Treasurer's office

**BOONE COUNTY
AUDITOR**

CONDITION OF ASSET:

REASON FOR DISPOSITION: Not in use

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: Treasurer

SIGNATURE 

--
AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

--
COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER

DEPARTMENT NAME _____

NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE

____ AUCTION

____ SEALED BIDS

____ OTHER

EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 3/12/14

FIXED ASSET TAG NUMBER: No Tag

DESCRIPTION: Telephone - Starplus II 260300-MOE-27F

RECEIVED
MAR 14 2014
BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION: Currently located in a box in Bonnie Adkins' Office

CONDITION OF ASSET: Does not work

REASON FOR DISPOSITION: Very Old Phone

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Any time

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 1261 - Prosecuting Attorney

SIGNATURE

Bonnie Adkins

AUDITOR

ORIGINAL PURCHASE DATE _____

no data

RECEIPT INTO _____

1190-3835 Hy

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

ASSET GROUP _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/18/14

FIXED ASSET TAG NUMBER: 5795

DESCRIPTION: Maroon cloth chair

RECEIVED

REQUESTED MEANS OF DISPOSAL:

MAR 18 2014

OTHER INFORMATION:

**BOONE COUNTY
AUDITOR**

CONDITION OF ASSET: poor

REASON FOR DISPOSITION: We do not need it any longer.

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

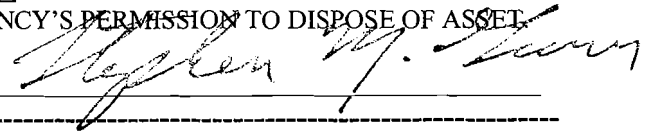
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP Before Childrens Services Start up date

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 1263

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 5/20/88

RECEIPT INTO 1190-3835 HM

ORIGINAL COST \$130.00

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1602

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

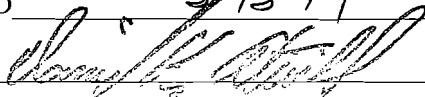
INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL TRANSFER OF COUNTY PROPERTY

DATE : 03/18/14

FIXED ASSET TAG NUMBER: 3720

DESCRIPTION: Word processing stand

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION:

CONDITION OF ASSET: good

REASON FOR DISPOSITION: We do not need it any longer.

RECEIVED

MAR 18 2014

BOONE COUNTY AUDITOR

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP Before Childrens Services Start up date

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 1263

SIGNATURE

Stephen M. Henry

AUDITOR

ORIGINAL PURCHASE DATE 12/28/83

RECEIPT INTO 1190-3835

ORIGINAL COST \$143.50

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1602

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *Donna K. [Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/18/14

FIXED ASSET TAG NUMBER: ~~8481~~ and 8482

DESCRIPTION: Metal desks

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION: These desks have returns.

CONDITION OF ASSET: Good

REASON FOR DISPOSITION: We do not need it any longer.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP Before Childrens Services Start up date

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 1263

SIGNATURE *Stephen M. Lamm*

AUDITOR

ORIGINAL PURCHASE DATE 11/13/92

RECEIPT INTO 1190-3835

ORIGINAL COST \$ 567.92

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2782

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1602

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL / TRANSFER OF COUNTY PROPERTY

DATE : 03/18/14

FIXED ASSET TAG NUMBER: 10737 ~~and 15410~~

DESCRIPTION: Work Station components--walls and desk

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION:

CONDITION OF ASSET: Very good

REASON FOR DISPOSITION: We do not need it any longer.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP Before Childrens Services Start up date

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

DEPARTMENT: 1263

SIGNATURE

Stephen M. Lamm

AUDITOR

ORIGINAL PURCHASE DATE 9/17/96

RECEIPT INTO 1190-3835 HM

ORIGINAL COST \$ 2,007.60

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1602

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/18/14

FIXED ASSET TAG NUMBER: ~~10707~~ and 15110

DESCRIPTION: Work Station components--walls and desk

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION:

CONDITION OF ASSET: Very good

REASON FOR DISPOSITION: We do not need it any longer.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP Before Childrens Services Start up date

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 1263

SIGNATURE

Stephen W. Perry

AUDITOR

ORIGINAL PURCHASE DATE 6/30/05

RECEIPT INTO 1190-3835 AM

ORIGINAL COST \$ 1554.88

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1602

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 3/24/14

FIXED ASSET TAG NUMBER: 8462

RECEIVED

DESCRIPTION: Blue Sofa - Make:Paoli

MAR 24 2014

REQUESTED MEANS OF DISPOSAL:

BOONE COUNTY AUDITOR

OTHER INFORMATION: Located in the Hallway of the Prosecutor's Office by the Conference Room

CONDITION OF ASSET: Worn and Stained

REASON FOR DISPOSITION: Worn out and stained

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 1262 - Pros Atty Victim Witness

SIGNATURE

Bonnie Adams

AUDITOR

ORIGINAL PURCHASE DATE 3/30/92

RECEIPT INTO 1190-3835

ORIGINAL COST \$897.99

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2782

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1602

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 3/31/2014

FIXED ASSET TAG NUMBER: no tag found

DESCRIPTION: 24' extension ladder

RECEIVED

MAR 31 2014

REQUESTED MEANS OF DISPOSAL: Surplus

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: poor

REASON FOR DISPOSITION: -broken support- not safe

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 6100

SIGNATURE: Jody Moore

AUDITOR

ORIGINAL PURCHASE DATE: N/A

RECEIPT INTO: 1190-3835

AM

ORIGINAL COST: _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE: _____

GRANT NAME: _____

% FUNDING: _____

AGENCY: _____

ASSET GROUP: _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED: _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME: _____ NUMBER: _____

LOCATION WITHIN DEPARTMENT: _____

INDIVIDUAL: _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN: _____

COMMISSION ORDER NUMBER: 236-2014

DATE APPROVED: 5-15-14

SIGNATURE: [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03-20-2014

FIXED ASSET TAG NUMBER: NONE

DESCRIPTION: (Qty 2) MX7000 lightbars with signal sticks

REQUESTED MEANS OF DISPOSAL: Trash —

OTHER INFORMATION: Unable to locate any blue asset tags.

CONDITION OF ASSET: Poor. Many parts missing/removed. Non-functioning.

REASON FOR DISPOSITION: Obsolete

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: Sheriff, Enforcement

SIGNATURE



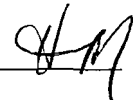
AUDITOR

ORIGINAL PURCHASE DATE

no data

RECEIPT INTO

1190-3835



ORIGINAL COST

GRANT FUNDED (Y/N)

ORIGINAL FUNDING SOURCE

GRANT NAME

% FUNDING

AGENCY

DOCUMENTATION ATTACHED (Y/N)

ASSET GROUP

TRANSFER CONFIRMED

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

___ TRADE

___ AUCTION

___ SEALED BIDS

___ OTHER

EXPLAIN

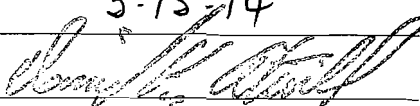
COMMISSION ORDER NUMBER

236-2014

DATE APPROVED

5-15-14

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03-20-14

FIXED ASSET TAG NUMBER: NONE

DESCRIPTION: Sharp microwave

REQUESTED MEANS OF DISPOSAL: Trash

OTHER INFORMATION: Broken, broke out in fire

CONDITION OF ASSET: Broken!

REASON FOR DISPOSITION: Started fire.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

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

DEPARTMENT: Shenys SIGNATURE [Signature]

AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO 1190-3835 DM
ORIGINAL COST _____ GRANT FUNDED (Y/N) _____
ORIGINAL FUNDING SOURCE N/A GRANT NAME _____
AGENCY _____
DOCUMENTATION ATTACHED (Y/N) _____
ASSET GROUP _____ TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____
LOCATION WITHIN DEPARTMENT _____
INDIVIDUAL _____
____ TRADE _____ AUCTION _____ SEALED BIDS
____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03-20-14

FIXED ASSET TAG NUMBER: NONE

DESCRIPTION: Haworth Office Chair

REQUESTED MEANS OF DISPOSAL: Trash

OTHER INFORMATION: Model MHF183109

CONDITION OF ASSET: Broken

REASON FOR DISPOSITION: Broken

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

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

DEPARTMENT: Sheriff's

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835 NM

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE N/A

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

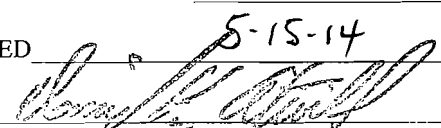
INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03-31-14

FIXED ASSET TAG NUMBER: 03279

DESCRIPTION: 5 Drawer File Cabinet

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION: NO LOCK

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: No longer needed

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

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

DEPARTMENT: Sheriff's

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 11/22/83

RECEIPT INTO 1190.3835 HM

ORIGINAL COST \$ 100.00

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1602

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

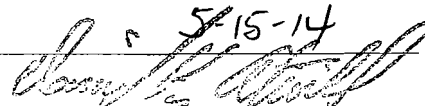
INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 3-18-14

FIXED ASSET TAG NUMBER: 17021

DESCRIPTION: Samsung 46" TV

RECEIVED

REQUESTED MEANS OF DISPOSAL: Any

MAR 18 2014

OTHER INFORMATION: Does not work

**BOONE COUNTY
AUDITOR**

CONDITION OF ASSET: Does not work

REASON FOR DISPOSITION: Does not work

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 3-18-14

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

DEPARTMENT: Sheriff

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 6/5/2009

RECEIPT INTO £ 2901-3835 HW

ORIGINAL COST \$ 1,449.98

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2787

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : MARCH 27, 2014

FIXED ASSET TAG NUMBER: 02645

DESCRIPTION: BLUE DESK CHAIR

REQUESTED MEANS OF DISPOSAL: SURPLUS

OTHER INFORMATION:

CONDITION OF ASSET: POOR

REASON FOR DISPOSITION: BROKEN

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 1221 Circuit Clerk's Office

SIGNATURE

Daddy Lee

AUDITOR

ORIGINAL PURCHASE DATE 10/6/03

RECEIPT INTO 1190-3835 dm

ORIGINAL COST \$100.00

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1602

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : MARCH 27, 2014

FIXED ASSET TAG NUMBER: 10257

DESCRIPTION: BLUE DESK CHAIR

REQUESTED MEANS OF DISPOSAL: SURPLUS

OTHER INFORMATION:

CONDITION OF ASSET: POOR

REASON FOR DISPOSITION: BROKEN

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 1221 Circuit Clerk's Office

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 6/30/95

RECEIPT INTO 1190-3835 dm

ORIGINAL COST \$194.00

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2782

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1602

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

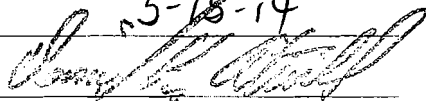
____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-18-14

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : MARCH 27, 2014

FIXED ASSET TAG NUMBER: 12899

DESCRIPTION: BLUE DESK CHAIR

REQUESTED MEANS OF DISPOSAL: SURPLUS

OTHER INFORMATION:

CONDITION OF ASSET: POOR

REASON FOR DISPOSITION: BROKEN

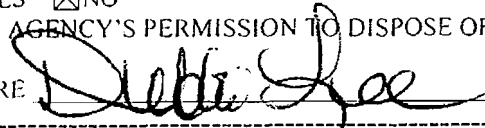
COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 1221 Circuit Clerk's Office

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 2/10/01

RECEIPT INTO 1190-3835

ORIGINAL COST \$280.00

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1602

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

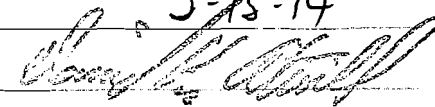
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : MARCH 27, 2014

FIXED ASSET TAG NUMBER: 10258

DESCRIPTION: BLUE DESK CHAIR

REQUESTED MEANS OF DISPOSAL: SURPLUS

OTHER INFORMATION:

CONDITION OF ASSET: POOR

REASON FOR DISPOSITION: BROKEN

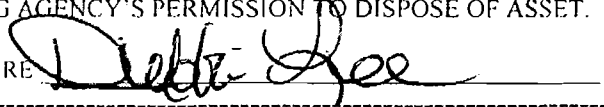
COUNTY / COURT IT DEPT. (check one) DOES DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 1221 Circuit Clerk's Office

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 6/30/95

RECEIPT INTO 1190-3835 AM

ORIGINAL COST \$194.00

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2782

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1002

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : MARCH 27, 2014

FIXED ASSET TAG NUMBER: NA

DESCRIPTION: (2) DESK TOP MAIL SORTERS

REQUESTED MEANS OF DISPOSAL: SURPLUS

OTHER INFORMATION:

CONDITION OF ASSET: GOOD

REASON FOR DISPOSITION: NO LONGER NEEDED

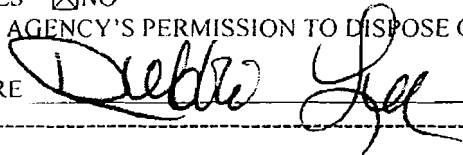
COUNTY / COURT IT DEPT. (check one) DOES DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 1221 Circuit Clerk's Office

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE

Not available

RECEIPT INTO

1190-3835 HM

ORIGINAL COST

GRANT FUNDED (Y/N)

ORIGINAL FUNDING SOURCE

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN

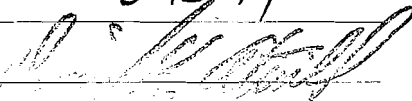
COMMISSION ORDER NUMBER

236-2014

DATE APPROVED

5-15-14

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : MARCH 27, 2014

FIXED ASSET TAG NUMBER: NA

DESCRIPTION: STEEL TUBS FOR CARRYING FOLDER FILES (17)

REQUESTED MEANS OF DISPOSAL: SURPLUS

OTHER INFORMATION:

CONDITION OF ASSET: FAIR

REASON FOR DISPOSITION: NO LONGER NEEDED

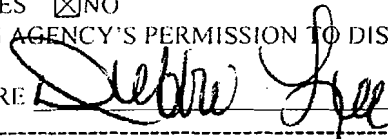
COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 1221 Circuit Clerk's Office

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE

N/A

RECEIPT INTO

1190-3835 AM

ORIGINAL COST

GRANT FUNDED (Y/N)

ORIGINAL FUNDING SOURCE

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN

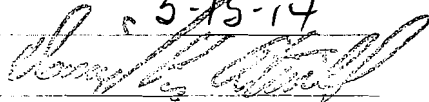
COMMISSION ORDER NUMBER

236-2014

DATE APPROVED

5-15-14

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03/26/14

FIXED ASSET TAG NUMBER: no asset tags

DESCRIPTION: Miscellaneous Office Supplies

RECEIVED

REQUESTED MEANS OF DISPOSAL:

MAR 26 2014

OTHER INFORMATION:

**BOONE COUNTY
AUDITOR**

CONDITION OF ASSET: good

REASON FOR DISPOSITION:

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: by 3/28/14

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

DEPARTMENT: 1263

SIGNATURE

Stephen M. Henry

AUDITOR

ORIGINAL PURCHASE DATE N/A

RECEIPT INTO 1190-3835 HM

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 3/28/14
keeping most of the shelving.

FIXED ASSET TAG NUMBER: 12225--this is not the entire unit- we will be

DESCRIPTION: Metal Shelving for file room

NO TAG - per HM
cannot perform
partial disposal

REQUESTED MEANS OF DISPOSAL: remove to storage

OTHER INFORMATION: This is not the entire shelving set --only the one unit that won't fit into our new file room.

CONDITION OF ASSET: very good

REASON FOR DISPOSITION: no room

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 4/28/14

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

DEPARTMENT: 1263

SIGNATURE

Stephen M. Lewis

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835 HM

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 4/7/14

FIXED ASSET TAG NUMBER: 12199

DESCRIPTION: refrigerator 6 cu ft

REQUESTED MEANS OF DISPOSAL: switch to Community Services

OTHER INFORMATION:

CONDITION OF ASSET: poor

REASON FOR DISPOSITION:refrigerant line broken

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 4/7/14

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT:1263

SIGNATURE

Stephen M. Henry

RECEIVED

APR 08 2014

BOONE COUNTY
AUDITOR

AUDITOR

ORIGINAL PURCHASE DATE 3/10/2000

RECEIPT INTO 1190-3835 AM

ORIGINAL COST \$265.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 01-27-12

FIXED ASSET TAG NUMBER: 04424

RECEIVED

DESCRIPTION: Black 4-drawer lateral file cabinet – Legal size

FEB - 2 2012

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Picture - 2

CONDITION OF ASSET: good

REASON FOR DISPOSITION: The item is not needed.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/14/1994

RECEIPT INTO 1190-3835

ORIGINAL COST 295.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1602

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 62-2014 (236-2014)

DATE APPROVED 2-18-14 (5-15-14)

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL / TRANSFER OF COUNTY PROPERTY

9420

DATE : 03/18/14

FIXED ASSET TAG NUMBER: ~~no tags~~

DESCRIPTION: Desk chair (whatever Childrens Services is not using)

RECEIVED

APR 22 2014

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION:

CONDITION OF ASSET: poor to fair

REASON FOR DISPOSITION: We do not need it any longer.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP Before Childrens Services Start up date

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

DEPARTMENT: 1263

SIGNATURE

Stephen M. Lewis

AUDITOR

ORIGINAL PURCHASE DATE

6/30/1995

RECEIPT INTO

190-3835

AM

ORIGINAL COST

\$ 224.61

GRANT FUNDED (Y/N)

N

ORIGINAL FUNDING SOURCE

2782

GRANT NAME

% FUNDING

AGENCY

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

ASSET GROUP

1402

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN

COMMISSION ORDER NUMBER

236-2014

DATE APPROVED

5-15-14

SIGNATURE

[Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 4/14/2014

FIXED ASSET TAG NUMBER: na

DESCRIPTION: 13 - par38/fl 30 light bulbs

REQUESTED MEANS OF DISPOSAL: SELL - GOOD DEALS

OTHER INFORMATION:

CONDITION OF ASSET: new

REASON FOR DISPOSITION: no longer used

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

DEPARTMENT: 6100

SIGNATURE



AUDITOR

no data

ORIGINAL PURCHASE DATE _____

ORIGINAL COST _____

ORIGINAL FUNDING SOURCE _____

Receipt to: 6100-3835 AM

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

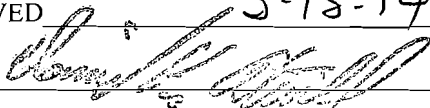
INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 4/14/2014

FIXED ASSET TAG NUMBER: na

DESCRIPTION: Johnson controls P66 Electronic fan cspeed control

REQUESTED MEANS OF DISPOSAL: SELL - Gov DEALS

OTHER INFORMATION:

CONDITION OF ASSET: new

REASON FOR DISPOSITION: no longer used

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

DEPARTMENT: 6100

SIGNATURE

R D Johnson

AUDITOR

ORIGINAL PURCHASE DATE

no data

ORIGINAL COST

ORIGINAL FUNDING SOURCE

Receipt to: 6100-3835

AM

TRANSFER CONFIRMED

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

___ TRADE

___ AUCTION

___ SEALED BIDS

___ OTHER

EXPLAIN

COMMISSION ORDER NUMBER

236-2014

DATE APPROVED

5-15-14

SIGNATURE

[Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 4/14/2014

FIXED ASSET TAG NUMBER: na

DESCRIPTION: honeywell RM7895 C 1012 automatic programming control and honeywell ultraviolet flame amplifier
R7849 A 1023

REQUESTED MEANS OF DISPOSAL: SELL - Gov DEALS

OTHER INFORMATION:

CONDITION OF ASSET: new

REASON FOR DISPOSITION: no longer used

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

DEPARTMENT: 6100

SIGNATURE

Davidson

AUDITOR

ORIGINAL PURCHASE DATE _____

ORIGINAL COST _____

ORIGINAL FUNDING SOURCE _____

no data

Receipt to: 6100-3835 SM

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 04/22/14

FIXED ASSET TAG NUMBER: 11258

RECEIVED

DESCRIPTION: blue task chair

APR 22 2014

REQUESTED MEANS OF DISPOSAL: ~~surplus~~ *already disposed*

**BOONE COUNTY
AUDITOR**

OTHER INFORMATION:

CONDITION OF ASSET: poor

REASON FOR DISPOSITION: I believe this chair was disposed before 2013...I have not been able to locate it since then.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *already gone*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 1263

SIGNATURE *Stephen M. Henry*

AUDITOR

ORIGINAL PURCHASE DATE 12/31/97

RECEIPT INTO 1190-38357M

ORIGINAL COST \$165.00

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1602

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 12-3-13

FIXED ASSET TAG NUMBER: ~~1442~~, 14143

DESCRIPTION: ~~Two file cabinets, and misc desk, tops, and partitions~~

REQUESTED MEANS OF DISPOSAL: Requested by Commissioner Miller

OTHER INFORMATION: Workstations

CONDITION OF ASSET: Good

REASON FOR DISPOSITION: Replaced

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Already moved

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

DEPARTMENT: Sheriff's

SIGNATURE [Signature]

AUDITOR

ORIGINAL PURCHASE DATE 6/17/2003

RECEIPT INTO 1190-3835

HAM

ORIGINAL COST \$283.81

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1602

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 12-3-13

FIXED ASSET TAG NUMBER: ~~14142, 14143~~ NONE

DESCRIPTION: ~~Two file cabinets,~~ and misc desk, tops, and partitions

REQUESTED MEANS OF DISPOSAL: Requested by Commissioner Miller

OTHER INFORMATION: Workstations

CONDITION OF ASSET: Good

REASON FOR DISPOSITION: Replaced

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Already moved

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

DEPARTMENT: Sheriff's

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO

1190-3835 HM

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

GRANT NAME _____

ORIGINAL FUNDING SOURCE _____

% FUNDING _____

AGENCY _____

ASSET GROUP _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER

DEPARTMENT NAME _____

NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE

____ AUCTION

____ SEALED BIDS

____ OTHER

EXPLAIN _____

COMMISSION ORDER NUMBER

236-2014

DATE APPROVED

5-15-14

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : April 21, 2014

FIXED ASSET TAG NUMBER: 00015366

DESCRIPTION HP XW6200
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible. In GC Room 123.*

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

DEPARTMENT: ASSESSOR

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 3/14/06
ORIGINAL COST \$ 3168.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835 HM
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

Post On Gov Deals

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : April 25, 2014

FIXED ASSET TAG NUMBER: 00015793

DESCRIPTION HP NX7400
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible. In GC Room 123*

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

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 3/14/04
ORIGINAL COST \$3168.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835 WM
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

Post On Gov Deals

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : April 25, 2014

FIXED ASSET TAG NUMBER: 00015794

DESCRIPTION HP NX7400
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible. In GC Room 123.*

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

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 2/1/07
ORIGINAL COST \$ 1242.00
ORIGINAL FUNDING SOURCE 602701
ASSET GROUP 1603

RECEIPT INTO 1190-3835 (AM)
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

Post On Gov Deals

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : April 25, 2014

FIXED ASSET TAG NUMBER: 00015795

DESCRIPTION HP NX7400
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible. In GC Room 123.*

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

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 2/1/07
ORIGINAL COST \$1242.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835 HM
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

Post On Gov Deals

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : April 25, 2014

FIXED ASSET TAG NUMBER: 00015796

DESCRIPTION HP NX7400
LAPTOP NOTEBOOK

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

Post On Gov Deals

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible. In GC Room 123.*

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

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 2/1/07
ORIGINAL COST \$1242
ORIGINAL FUNDING SOURCE 100 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835 AM
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 236-2014

DATE APPROVED 5-15-14

SIGNATURE *[Signature]*

237-2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 2014

In the County Commission of said county, on the 15th day of May 20 14

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

Now on this day the County Commission of the County of Boone does hereby award bid 08-04FEB14 – North Facility Roof Repair to G&R Construction, Inc. of Tipton, MO.

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

Done this 15th day of May, 2014.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner

[Signature]
Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner

237-2014

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: May 5, 2014
RE: 08-04FEB14 – North Facility Roof Repair – Rescission of Original Contract & Award of New Contract

Purchasing requests rescission of Boone County Contract 08-04FEB14 with Cornerstone Building Services, Inc. d/b/a Meyer Roofing, Inc. of Mountain Home, AR approved March 25, 2014 by Commission Order 130-2014. Despite ample time provided, the contractor is unable to comply with RSMO Section 285.230 which defines “transient employers” and their corresponding requirements in order to do business in the State of MO.

Upon rescission of the aforementioned contract, Purchasing and Facilities Maintenance recommend award of contract to the next low bid which was submitted by G&R Construction, Inc. of Tipton, MO. As indicated by the last 2 pages of the contract, G&R Construction, Inc. is a registered business in good standing with the Secretary of the State of MO.

Cost of the contract is \$16,048.00 and will be paid from Department 1195 – Insurance Claim Activity, Account 60100 – Building Repairs/Maintenance.

ATT: Bid Tabulation

cc: Bob Davidson, Facilities Maintenance
Jody Moore, Facilities Maintenance
Bid File

08-04FEB14 - North Facility Roof Repair

BID TABULATION			G&R Construction, Inc.	Reynolds Construction Company	Weathercraft, Inc.	Meyer Roofing	Watkins Roofing	Missouri Builders Service, Inc.
4.7.	PRICING	QTY	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
4.7.1.	Roof Repair Method 1 as specified in Section 2.1.7. (INSURANCE SPECS)	1	\$19,197.00	\$19,400.00	\$22,810.00	\$24,318.00	\$24,440.00	\$27,681.00

BID TABULATION			Meyer Roofing	G&R Construction, Inc.	Weathercraft, Inc.	Missouri Builders Service, Inc.	Reynolds Construction Company	Watkins Roofing
4.7.	PRICING	QTY	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
4.7.2.	Roof Repair Method 2 as specified in Section 2.1.8. (COUNTY SPECS)	1	\$11,900.00	\$16,048.00	\$16,365.00	\$17,563.00	\$18,501.99	\$18,826.00

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CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **G&R Construction, Inc.**, (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 08-04FEB14
NORTH FACILITY ROOF REPAIR
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the bid document. The contract award is:

Total Bid:	\$16,408.00
Furnishing of all equipment, material, and labor necessary to complete the roof repair for the Boone County North Facility located at 55501 N. Oakland Gravel Rd., Columbia, MO 65201.	

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

- Introduction and General Conditions of Bidding
- Primary Specifications
- Response Presentation and Review
- Response Form
- Work Authorization Certification
- Certification of Individual Bidder
- Debarment Certification
- Statement of Bidder's Qualifications
- Annual Wage Order No. 20
- Affidavit – OSHA Requirements
- Affidavit – Prevailing Wage
- Contractors Final Release and Waiver of Lien
- Standard Terms & Conditions
- Attachment 1: Repair Method #2 Drawing

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

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

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

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

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

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

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

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

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to

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act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

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The Owner agrees to pay the Contractor in the amount:

Sixteen Thousand, Forty Eight Dollars and Zero Cents (S16,048.00)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 5-15-14
at Columbia, Missouri. (Date)

CONTRACTOR:
G&R CONSTRUCTION, INC.

OWNER:
BOONE COUNTY, MISSOURI

By: Ross Pettigrew
Authorized Representative Signature

By: [Signature]
Daniel K. Atwill, Presiding Commissioner

By: Ross Pettigrew
Authorized Representative Printed Name
Title: President

Approved as to Legal Form:

ATTEST:

[Signature]
CJ Dykhouse
Boone County Counselor

Wendy S. Noren
Wendy Noren
County Clerk *my*

AUDITOR CERTIFICATION

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

[Signature] 5/6/2014 1195/60100
Signature Date Appropriation Account



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2014

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

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

PRODUCER Phone: 573-635-6101 Fax: 573-635-4132
FRED VOGEL INSURANCE, INC.
301 MONROE
P O BOX 810
JEFFERSON CITY MO 65102

CONTACT NAME: Kelli Oerly	
PHONE (A/C, No, Ext): 573-635-6101	FAX (A/C, No): 573-635-4132
E-MAIL ADDRESS: kelli@vogelinsgroup.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Addison Insurance Company	NAIC #: 10324
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
G & R CONSTRUCTION, INC.
P. O. BOX 89
415 B RICHARD BLVD.
TIPTON, MO 65081

COVERAGES CERTIFICATE NUMBER: 25946 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		60328298	11/01/13	11/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED. EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY	X		60328298	11/01/13	11/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (per accident) \$
							\$
A	UMBRELLA LIAB	X		60328298	11/01/13	11/01/14	EACH OCCURRENCE \$ 4,000,000
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$ 4,000,000
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$

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

Certificate holder has been added as additional insured as it pertains to the liability portion of the policy.

Project: Facility Roof Repair

CERTIFICATE HOLDER

County of Boone
613 E Ash Room 109
Columbia MO 65201

Attention: 573-886-4390

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Authorized Representative

Kelli Oerly

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

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

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

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

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and

property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

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

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

4. **Response Form** - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.

4.1 Company Name: G + R Construction Inc.
 4.2 Address: 4158 Richard Blvd P.O. Box 89
 4.3 City/Zip: Tipton, MO 65081
 4.4 Phone Number: 660-433-2087
 4.5 Fax Number: 660-433-2518
 4.6 Federal Tax ID: 43-1500816

4.7. Pricing	
4.7.1.	Roof Repair Method 1 as specified in Section 2.1.6. \$ 19,197.00
4.7.2.	Roof Repair Method 2 as specified in Section 2.1.7. \$ 16,048.00

4.8. List any proposed sub-contractors: None

Sixteen Thousand
Forty Eight dollars

4.9. Work will begin on project 10 days after receipt of Notice to Proceed.

4.10. Work will be completed 30 days after receipt of Notice to Proceed.

4.11. Bid Bond Included if Bid Response over \$25,000: ___ Yes No

4.12. Statement of Bidder's Qualifications Included? Yes ___ No

4.13. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.13.1. Authorized Representative (Sign By Hand): Ross Pettigrew

4.13.2. Type or Print Signed Name: Ross Pettigrew Date: Jan 31, 2014

(Please complete and return with Bid)

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.

Ross Pettigrew President GTR Construction Inc
Name and Title of Authorized Representative

Ross Pettigrew
Signature

February 3, 2014
Date

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

County of Moniteau)
State of Missouri)ss

My name is Ross Pettigrew I am an authorized agent of G+R Construction, Inc.
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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

Ross Pettigrew 2-3-14
Affiant Date
Ross Pettigrew
Printed Name

Subscribed and sworn to before me this 3rd day of Feb, 2014.



HOLLY RALEIGH
My Commission Expires
August 21, 2017
Morgan County
Commission #13517431

Holly Raleigh
Notary Public

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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 190905

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 **G & R Construction, Inc.**

Greg J Backes

Name (Please Type or Print)

VICE PRESIDENT

Title

Electronically Signed

Signature

02/17/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

4.14. **References** – Bidder must provide three (3) references for services rendered to commercial clients which are similar in size and scope.

4.14.1. **Reference #1**

Individual Name: John States
Company Name: Little Dixie Construction
Address: 3316 Lemane Industrial Blvd Columbia, Mo
Telephone: 573-449-7200

4.14.2. **Reference #2**

Individual Name: Jim Wisch
Company Name: Wauco
Address: 5601 Algon Rd Jefferson City, Mo
Telephone: 573-893-4880

4.14.3. **Reference #3**

Individual Name: Wayne Huebert
Company Name: Huebert Builders Inc
Address: P.O. Box 7704 Columbia, Mo
Telephone: 573-449-4986

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Number of years in business: 29 If not under present firm name, list previous firm names and types of organizations.

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
	Fitzgibbons Hospital/Septagen Co.	\$29,954.00	95%
	RCI Const. Inc neighborhood Community Center	Whiteman AFB \$10611.06	15%
	Dialysis Center of Sedalia	Septagen Const. \$13,979.00	0%

3. General type of product sold and manufactured:

Roofing & Sheet Metal Contractor

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

- (a) Number of contracts on which default was made: 0
- (b) Description of defaulted contracts and reason therefor:

5. List banking references:

Tipton Latham Bank P.O. Box 58 Tipton, MO

Dated at 2:32 PM

this 31st day of January, 2014.

GTR Construction Inc.

Name of Organization(s)

By Ross Bellinger
(Signature)

President
(Title of person signing)



BOONE COUNTY, MISSOURI
Request for Bid #: 08-04FEB14 – North Facility Roof Repair

ADDENDUM #1 - Issued January 30, 2014

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

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

1.) Change: Paragraph 2.1.8.2.

From:

Remove and replace 404.0 LF Drip Edge – PVC/TPO clad metal with cleat

To:

Remove and replace 404.0 LF Drip Edge – **24 gauge pre-finished metal with cleat**

2.) Change: Item 4.11. on the Response Form

From:

Bid Bond Included if Bid Response over \$25,000

To:

Payment Bond Included if Bid Response over \$25,000

3.) The County is providing the attached drawing and photograph of the project.

By:


Amy Robbins
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid #08-04FEB14 – North Facility Roof Repair, receipt of which is hereby acknowledged:

Company Name:

G & R Construction Inc.

Address:

PO Box 89 Tipton, MO 65081

Phone Number: 660-433-2087

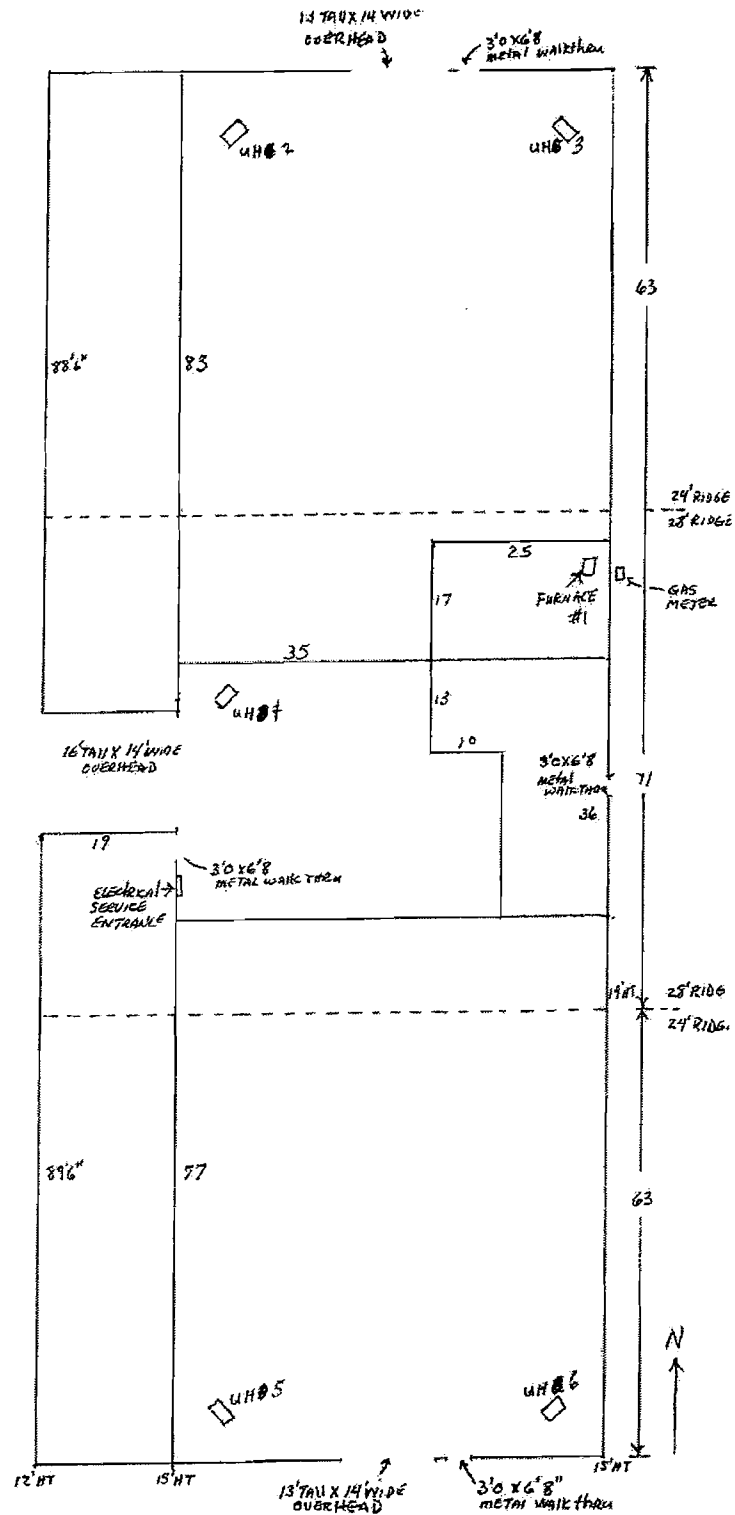
Fax Number: 660-433-2518

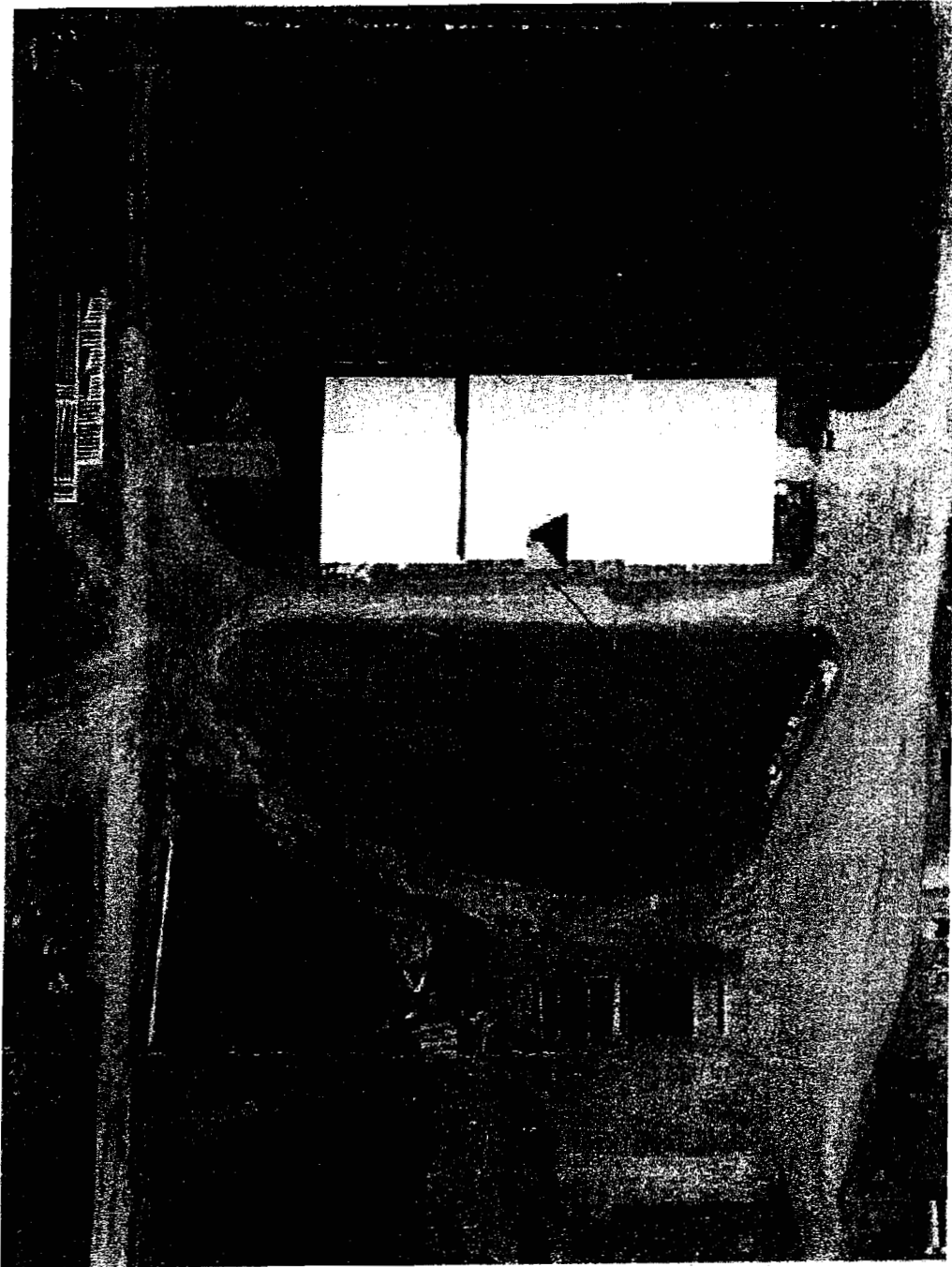
Authorized Representative Signature: Ross Pettigrew

Date: Jan 31, 2014

Authorized Representative Printed Name: Ross Pettigrew

North Facility
 5501 OAKLAND GRAVEL ROAD







BOONE COUNTY, MISSOURI
Request for Bid #: 08-04FEB14 - North Facility Roof Repair

ADDENDUM #2 - Issued February 3, 2014

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

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

1.) The county has changed the Bid Submission Deadline to:

Thursday, February 6, 2014 at 1:30 P.M. C.S.T.

By:

Amy Robbins
Amy Robbins
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid #08-04FEB14 - North Facility Roof Repair, receipt of which is hereby acknowledged:

Company Name:

G&R Construction Inc.

Address:

PO Box 89 Tipton, Mo

Phone Number:

660-433-2087

Fax Number:

660-433-2518

Authorized Representative Signature:

Ross Pettigrew

Date: 2-3-14

Authorized Representative Printed Name:

Ross Pettigrew

G & R CONSTRUCTION, INC.
415 B RICHARD BLVD.
P.O. BOX 89
TIPTON, MO 65081
PHONE: 660-433-2087 FAX: 660-433-2518
E-MAIL: grconstru@embarqmail.com

Please deliver the following page(s) to:

NAME:

Amy Robbins

OFFICE:

County of Boone

TOTAL NUMBER OF PAGES (Including cover page):

2

DATE:

2-3-14

FROM:

Ross Pettigrew

Signed Acknowledgment of Addendum # 2

If you do not receive all the pages, please call back as soon as possible to: (660) 433-2087



BOONE COUNTY, MISSOURI
Request for Bid #: 08-04FEB14 -- North Facility Roof Repair

ADDENDUM #3 - Issued February 6, 2014

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

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

- 1.) The county has changed the Bid Submission Deadline to:

Tuesday, February 11, 2014 at 2:00 P.M. C.S.T.

By:

Amy Robbins
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid #08-04FEB14 -- North Facility Roof Repair, receipt of which is hereby acknowledged:

Company Name:

G & R Construction Inc.

Address:

PO Box 89 Tipton, MO 65081

Phone Number:

660-433-2007

Fax Number:

660-433-2518

Authorized Representative Signature:

Date:

Feb. 6, 2014

Authorized Representative Printed Name:

Ross Pettigrew

JASON KANDER

MISSOURI
SECRETARY
OF STATE

Business Services



Elections & Voting



Investor Protection & Securities



State Library



Records & Archives



Administrative Rules



Publications & Forms



IMPORTANT NOTICE:

PLEASE NOTE: We are undergoing system maintenance and some online services are currently unavailable. We are aware of these issues and working hard to correct them. We anticipate services will resume Tuesday, April 22.

FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 4/22/2014

Business Name History

Name	Name Type
G & R CONSTRUCTION, INC.	Legal

General Business - Domestic - Information

Charter Number:	00322640
Status:	Good Standing
Entity Creation Date:	12/21/1988
State of Business:	MO
Expiration Date:	Perpetual
Last Registration Report Filed Date:	2/20/2014
Last Registration Report Filed:	2015
Registration Report Month:	January

Registered Agent

Agent Name:	<u>BOBBY D. MEDLIN</u>
Office Address:	607 WEST HWY 50, PO BOX 789 TIPTON MO 65081
Mailing Address:	

sos.mo.gov
[Internet Privacy Policy](#)
[Bid Opportunities](#)
[Missouri State Government](#)
[Employment](#)
[Directions](#)
[Site Map](#)
[Employee Access](#)



Contact Us:
 600 West Main Street
 Jefferson City, MO 65101
 Main Office: (573) 751-4936
Info@sos.mo.gov
 Branch Offices

ALERT: You may notice intermittent issues when searching in SAM. If no results are returned after a search, please try again in a few minutes.

Search Results

Current Search Terms: "G&R Construction Inc.*"

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p>
--

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1676.20140418-1421



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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 2014

In the County Commission of said county, on the 15th day of May 20 14

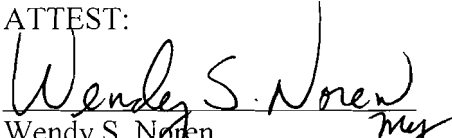
the following, among other proceedings, were had, viz:

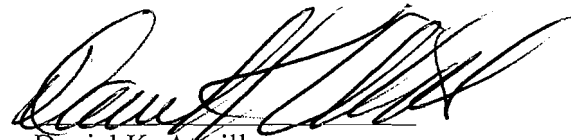
Now on this day the County Commission of the County of Boone does hereby award bid 13-27MAR14 – Onyx Surface Seal Pavement Preservation 2014 to Innovative Roadway Solutions, LLC of Thayer, MO.

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

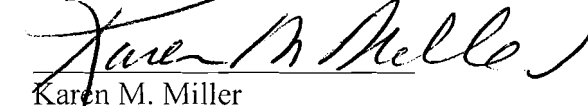
Done this 15th day of May, 2014.

ATTEST:

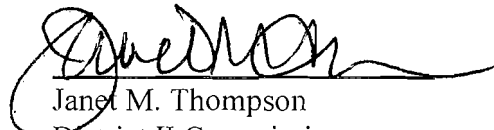

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

238-2014

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: May 5, 2014
RE: 13-27MAR14 – Onyx Surface Seal Pavement Preservation 2014

13-27MAR14 – Onyx Surface Seal Pavement Preservation 2014 opened on March 27, 2014. Two bids were received and Resource Management recommends award by low bid to Innovative Roadway Solutions, LLC of Thayer, MO.

Cost of the contract is \$69,830.48 and will be paid from department 2041 – Pavement Preservation, account 71202 – Infrastructure Preservation/Rehabilitation. \$78,305.00 was estimated for this project.

cc: Daniel Haid, Resource Management
Derin Campbell, Resource Management
Bid File

ATT: Bid Tabulation

13-27MAR14 - Onyx Surface Seal 2014 Pavement Preservation			ENGINEER'S ESTIMATE		Innovative Roadway Solutions (Thayer, MO)		Vance Brothers (Kansas City, MO)	
BID TABULATION			ENGINEER'S ESTIMATE		Innovative Roadway Solutions (Thayer, MO)		Vance Brothers (Kansas City, MO)	
Description	Unit	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total
Surface Seal, Onyx	SY	64,900	\$1.20	\$77,880.00	\$1.07322	\$69,651.98	\$1.30	\$84,370.00
Temporary Centerline Markers (Spaced 40' o/c)	EA	425	\$1.00	\$425.00	\$0.42	\$178.50	\$1.00	\$425.00
Bid Total				\$78,305.00		\$69,830.48		\$84,795.00

238-2014

RECEIVED

4/18/14

REQUEST DATE

APR 18 2014 **PURCHASE REQUISITION**
BOONE COUNTY, MISSOURI
BOONE COUNTY AUDITOR

14992

Innovative Roadway Solutions

13-27MAR14 ✓

VENDOR NO.

VENDOR NAME

BID NUMBER

Ship to Department # 2041

Bill to Department # 2041

Department	Account	Item Description	Qty	Unit Price	Amount
2041	71202	Onyx Surface Seal			\$69,830.48 ✓
2041	71202	10% Contingency			\$6,983.05 ✓

GRAND TOTAL: 76,813.53 ✓

I certify that the goods, services or charges above specified 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.

[Signature]
Approving Official

[Signature]
Prepared By

[Signature]
Auditor Approval

CONTRACT AGREEMENT

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

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

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

**BID NUMBER 13-27MAR14
ONYX SURFACE SEAL PAVEMENT PRESERVATION 2014
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to **be in the amount of \$69,830.48.**

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

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Certification Regarding Debarment
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- General Specifications
- Technical Specifications
- Special Provisions / Project Notes
- State Wage Rates-Annual Wage Order #20
- Boone County Standard Terms and Conditions
- Project Plans and/or Details

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It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2011", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

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

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for

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services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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

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The Owner agrees to pay the Contractor in the amount: **\$69,830.48.**

Sixty Nine Thousand, Eight Hundred Thirty Dollars and Forty Eight Cents (\$69,830.48)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 5-15-14 at Columbia, Missouri.

(Date)

CONTRACTOR:

INNOVATIVE ROADWAY SOLUTIONS, LLC

By: [Signature]
Authorized Representative Signature

By: Chris Kinder
Authorized Representative Printed Name
Title: Sole member

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:

[Signature]
CJ Dykhouse
Boone County Counselor

ATTEST:

[Signature]
Wendy 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 a measurable county obligation at this time.)

[Signature]
Signature by [initials]

5/6/14
Date

2041 / 71202 - \$69,830.48

Appropriation Account



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2014

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

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

PRODUCER Graham-Rogers, Inc P.O. Box 1628 Bartlesville OK 74005-1628		CONTACT NAME: PHONE (A/C No. Ext): (800) 456-8123 FAX (A/C. No.): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:															
INSURED Innovative Roadway Solutions, LLC HC 64 Box 96A Thayer MO 65791		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : AIX Specialty Insurance Company</td> <td>12833</td> </tr> <tr> <td>INSURER B : RSUI Indemnity Company</td> <td>22314</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : AIX Specialty Insurance Company	12833	INSURER B : RSUI Indemnity Company	22314	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : RSUI Indemnity Company	22314																
INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			IPZ-CL0020522-0	02/25/2014	02/25/2015	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$50,000 MED EXP (Any one person) \$ \$5,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ 0			NHA234876	02/25/2014	02/25/2015	EACH OCCURRENCE \$ \$5,000,000 AGGREGATE \$ \$5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is listed as an Additional Insured
\$2,500 BI/PD Deductible
Application of sealcoat to roadways, highways, city and state

CERTIFICATE HOLDER		CANCELLATION	
Boone County Purchasing 613 E. Ash, Rm 109 Columbia MO 65201		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Carol J. Partudges</i>	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2014

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

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

PRODUCER 2487-1 Sabco Insurance, Inc. (1) PO Box 97 Salem, AR 72576	CONTACT NAME: PHONE (A/C, No, Ext): 870-895-2551 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : INSURER B : Missouri Employers Mutual 10191 INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Innovative Roadway Solutions LLC HC 64 Box 96A Thayer, MO 65791	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	MEM 2005648-01	10/23/2013	10/23/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER Boone County Purchasing 613 East Ash R.M. 109 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

SABCO INS INC
 PO BOX 97
 SALEM, AR 72576
 1-870-895-2551

PROGRESSIVE®

Policy number: 02200082-0

Underwritten by:
 PROGRESSIVE CASUALTY INSURANCE CO
 April 30, 2014
 Page 1 of 2

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured BOONE COUNTY PURCH. 613 E ASH R 109 COLUMBIA, MO 65201	INNOVATIVE ROADWAY SOLUTIONS, LLC N/A HC 64 BOX 96A THAYER, MO 65791	SABCO INS INC PO BOX 97 SALEM, AR 72576

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST BODILY INJURY	\$100,000 COMBINED SINGLE LIMIT
UNDERINSURED MOTORIST BODILY INJURY	\$100,000 COMBINED SINGLE LIMIT
ANY AUTO BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT

Policy Effective Date: May 11, 2013

Policy Expiration Date: May 11, 2014

Description of Location/Vehicles/Special Items

Scheduled autos only

Description	Amount	Stated Amount
2004 MACK CX6 1M1AE06Y34N019444		\$102,500
MEDICAL PAYMENTS	\$2,000	
COMPREHENSIVE	\$1,000 DED	
COLLISION	\$1,000 DED	
2006 MACK CXN 1M1AK01X46N002663		\$115,500
MEDICAL PAYMENTS	\$2,000	
COMPREHENSIVE	\$1,000 DED	
COLLISION	\$1,000 DED	
1996 TRAIL KING TRAILER 1TKB04626TM124045		\$31,000
COMPREHENSIVE	\$1,000 DED	
COLLISION	\$1,000 DED	
2005 MACK CXN 1M1AK06Y55N003823		\$25,000
MEDICAL PAYMENTS	\$2,000	
COMPREHENSIVE	\$1,000 DED	
COLLISION	\$1,000 DED	
1997 VIKING TRAILER 1V9DS4827VN062109		\$11,000
COMPREHENSIVE	\$1,000 DED	
COLLISION	\$1,000 DED	

Policy number: 02200882-0

Page 2 of 2

Certificate number

12014NET082

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to be "K. P. M.", is located below the text.

Form 5241 (10/02)

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
3/13/14	#1
3/21/14	#2

COMPANY NAME: Innovative Roadway Solutions

ADDRESS: Hc 64 Box 96A

CITY, STATE, ZIP Thayer Mo 65791

PHONE NUMBER: 417 331 4932

AUTHORIZED REPRESENTATIVE: Chris Kinser

TITLE: Sole member

SIGNATURE: 

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

TRAFFIC Control Company



BOONE COUNTY, MISSOURI
Request for Bid #: 13-27MAR14 – Onyx Surface Seal

ADDENDUM #1 - Issued March 13, 2014

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


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

1.) The County is changing the location of the bid opening to:

**Boone County Annex Building
Conference Room
613 East Ash Street, Room 109
Columbia, MO 65201.**

Bids will be accepted until 1:15pm CST and opened publicly at the address above at 1:30pm CST.

By:


**Amy Robbins
Senior Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid 13-27MAR14 – Onyx Surface Seal, receipt of which is hereby acknowledged:

Company Name: Farrivative Roadway Solutions

Address: HC 64 Box 94A Thayer MO 65791

Phone Number: 417 331 4932 Fax Number: _____

Authorized Representative Signature:  Date: 3-25-14

Authorized Representative Printed Name: Chris K. Rosen



BOONE COUNTY, MISSOURI
Request for Bid #: 13-27MAR14
Onyx Surface Seal
Pavement Preservation 2014

ADDENDUM #2 - Issued March 21, 2014

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

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

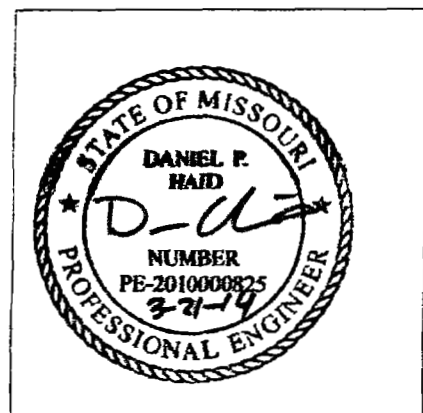
1. The time and location of the bid opening is as follows:

Boone County Annex Building
Conference Room
613 East Ash Street, Room 109

Bids will be accepted until 1:15 pm CST and opened publicly at the address above at 1:30 pm CST.

By: *Amy Robbins*
Amy Robbins, Buyer
Boone County Purchasing

Approved:



OFFEROR has examined copy of Addendum #2 to Request for Bid 13-27MAR14 – Onyx Surface Seal, Pavement Preservation 2014, receipt of which is hereby acknowledged:

Company Name: Innovative Roadway Solutions LLC

Address: HC 64 Box 96 A Thayer MO 65791

Phone Number: 417 331 4932 Fax Number: _____

Authorized Representative Signature:  Date: 3-25-14

Authorized Representative Printed Name: Chris Linden

Innovative Roadway Solutions

HC 64 Box 96-A
Thayer MO 65791
417-331-4932
christopherkinder@ymail.com

March 27, 2014

Bid prepared for Boone county, Missouri.

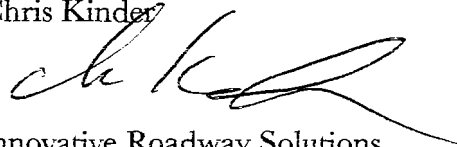
Project Name:

ONYX Surface Seal
Pavement Preservation

Bid Number:

13-27MAR14

Chris Kinder



Innovative Roadway Solutions



Bond Number BD137481

BID BOND

KNOW ALL BY THESE PRESENTS, that we, INNOVATIVE ROADWAY SOLUTIONS LLC of HC 64 BOX 96A THAYER, MO 65791-9507 (hereinafter called the Principal), as Principal, and Auto-Owners (Mutual) Insurance Company (hereinafter called the Surety), as Surety, are held and firmly bound unto BOONE COUNTY COMMISSION 801 E WALNUT ST, COLUMBIA MO 65201-4890 (hereinafter called the Obligee), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for ONYX SURFACE SEAL PAVEMENT PRESERVATION 2014. CONSISTING OF 13 STREETS IN OR AROUND SUNRISE ESTATE SUBDIVISION IN COLUMBIA MO.

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 24th day of March, 2014.

Alexie Roberts
Witness

Ch L L
Principal

INNOVATIVE ROADWAY SOLUTIONS LLC
Sole member
Title

Auto-Owners (Mutual) Insurance Co



Amanda Lamp
Amanda Lamp
Witness

Jim House
Jim House
Attorney-in-Fact



Bond Number BD137481

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 24th day of March, 2014, before me personally appeared Jim House, known to me to be the Attorney-in-Fact of Auto-Owners (Mutual) Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



A handwritten signature of Amanda Lamp in cursive script.

Amanda Lamp

Notary Public in the State of Michigan
County of Eaton

AMANDA LAMP
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires Jan. 1, 2020

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS (MUTUAL) INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD137481

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Jim House

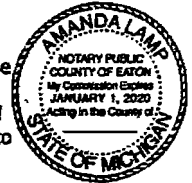
its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014

Kenneth R. Schroeder Senior Vice President

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

On this 2nd day of January, 2014 before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2020

Amanda Lamp Notary Public

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 24th day of March, 2014



William F. Woodbury, Senior Vice President, Secretary and General Counsel

**Onyx Surface Seal
Pavement Preservation 2014
13-27MAR14**

Description	Unit	Qty.	Unit Price	Total
Surface Seal, Onyx	SY	64,900	\$ 1.07322	\$ 69,652 ⁰⁰
Temporary Centerline Markers (Spaced 40' o/c)	EA	425	\$.42	\$ 175 ⁰⁰
Bid Total				\$ 69,827⁰⁰

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

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

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

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

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

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Dayx Surface Seal Pavement Preservation 2014

Project No.: N/A

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

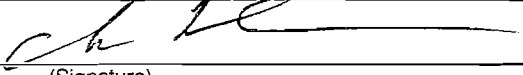
SECTION V

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

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

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Investment Recovery Solutions

By: 
(Signature)

Chris Kivden
(Print or Type Name)

Title: Sole Member

Address: HC 64 Box 96A

City, State, Zip: Thayer Mo 65751

Phone: 417 331 4932

Fax: _____

Date: 3-25-14

(Please complete and return with Contract)

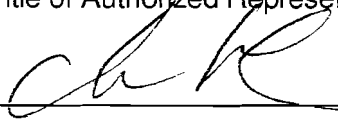
**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

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.

Chris Kissen Sales member
Name and Title of Authorized Representative


Signature

3-25-14
Date

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

County of Oregon)
 State of Missouri)ss
)

My name is Chris Kinder

I am an authorized agent of Innovative Roadway Solutions (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.

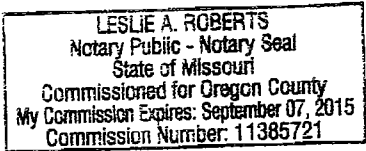
Documentation of participation in a federal work authorization program is attached to this affidavit.

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.

Chris Kinder 3-25-14
 Affiant Date

Chris Kinder
 Printed Name

Subscribed and sworn to before me this 25th day of March, 2014.



Leslie A. Roberts
 Notary Public

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

An Affirmative Action/Equal Opportunity Institution

E-Verify



Company ID Number: 684504

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 Innovative Roadway Solutions

Chris Kinder

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/24/2013

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **Innovative Roadway Solutions**

Company Facility Address: **HC 64 Box 96-A**

Thayer, MO 65791

Company Alternate
Address:

County or Parish: **OREGON**

Employer Identification

Number: **454956349**

E-Verify



Company ID Number: 684504

North American Industry
Classification Systems
Code: 238

Administrator:

Number of Employees: 5 to 9

Number of Sites Verified
for: 1

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

- MISSOURI 1 site(s)

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

Name:	Chris S Kinder	Fax Number:
Telephone Number:	(417) 331 - 4932	
E-mail Address:	christopherkinder@ymail.com	

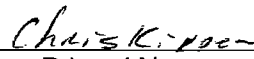
CERTIFICATION OF INDIVIDUAL BIDDER

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

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


Applicant

3-25-14
Date


Printed Name

022 MLLA



MISSOURI

COMMERCIAL DRIVER LICENSE

CLASS A

EXPIRES 02/20/2010

ISSUE 02/20/2009

SEX M

HAIR BRN

EYES BRN

HT 5'07"

WT 170

DOB 01/01/1970

SEX M

HAIR BRN

EYES BRN

HT 5'07"

WT 170

DOB 01/01/1970

SEX M

HAIR BRN

EYES BRN

HT 5'07"

WT 170

DOB 01/01/1970

SEX M

HAIR BRN

EYES BRN

HT 5'07"

WT 170

DOB 01/01/1970

SEX M

DOB 01/01/1970



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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

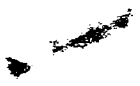
Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:



STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Innovative Roadway Solutions
2. Business Address: HC 64 Box 96 A Thayer MO 65791

3. When Organized: March 2012
4. When Incorporated: March 2012
5. If not incorporated, state type of business and provide your federal tax identification number:
LLC 45-4956349 EIN
6. Number of years engaged in contracting business under present firm name:
2
7. If you have done business under a different name, please give name and location:
N/A
8. Percent of work done by own staff: 95%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: see Attached

12. List of projects currently in progress: see Attached

* Attach additional sheets as necessary *

2012/13

Sedgewick Co KS	75000
Johnson Co KS	45000
Mo Dot Rt 71	7000
ODOT 64/412	200000
SW District Mo Dot	47000
ST Louis Mo Dot	49000
NE District Mo Dot	45000
Central Dist Mo Dot	16000
SE Dist Mo Dot	30000
KC Dist Mo Dot	48000
WI Dot	30000
DHD Dot	18000

2014 / On Books

131018 - D03
131018 - D04
131018 - D01
131018 - D06
131018 - D06
ST Louis 366
140221 - D03
140221 - F01
140221 - D01
140124 - G08
City of Mexico

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Oregon

Chris Kinder, being first duly sworn, deposes and

says that he is Sole Member
(Title of Person Signing)

of Innovative Roadway Solutions
(Name of Bidder)

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

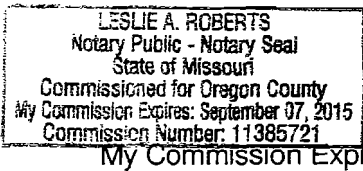
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]

By _____

By _____

Sworn to before me this 25th day of March, 2014



Leslie A. Roberts
Notary Public

My Commission Expires 9/7/15

SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual () partnership () joint venture
(→) corporation, incorporated under laws of the state of Missouri

Dated 3-25, 20 14

Name of individual, all partners, or joint venturers:

Address of each:

Chris Kinsen

HC 64 Bx 96A Thayer MO

doing business under the name of:

Address of principal place of business in Missouri:

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

Innovative Roadway Solutions LLC

(If a corporation - show its name above)

ATTEST:



(Secretary)

Sole Member

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Oregon

On this 25th day of March, 20 14

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

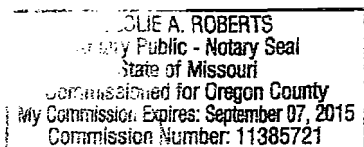
(if a sole individual) acknowledged that he executed the same as his free act and deed.

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

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

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

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



(SEAL) Julie A. Roberts Notary Public

My Commission expires September 7, 2015.

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Project Plans and/or Details	APPENDIX C

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

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NOTICE TO BIDDERS

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

Project Name:

ONYX SURFACE SEAL
PAVEMENT PRESERVATION 2014

Project Number:

N/A

Bid Number:

13-27MAR14

Scope of Project Construction:

Provide materials for and perform Fog Seal treatments on the roads listed herein using ONYX Surface Seal.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **March 18, 2014 at 9:30 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on March 24, 2014.** **Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **1:15 p.m. on March 27, 2014** at the Boone County Purchasing Office, 613 East Ash Street, Room 109, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after **1:30 p.m. on March 27, 2014** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

5 Working Days

Liquidated Damages:

\$500 per Working Day

Anticipated Notice To Proceed Date:

On or about July 1, 2014. The Contractor acknowledges that this is an estimated date and is subject to change. Most of the roads to be treated as part of this project will receive a Preservation Chip Seal treatment prior to this treatment. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

Seeding and Erosion Control Performance Bond Amount:

None Required

Plans and Specifications Available From:

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$20 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

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

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

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

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

REFERENCE DOCUMENT DEFINITIONS

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

Boone County Roadway Regulations Chapter II:	The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.
MoDOT Standard Specifications:	The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.
MUTCD:	The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

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**Onyx Surface Seal
Pavement Preservation 2014
13-27MAR14**

Description	Unit	Qty.	Unit Price	Total
Surface Seal, Onyx	SY	64,900	\$ 1.07 ³²²	\$ 69652 ~
Temporary Centerline Markers (Spaced 40' o/c)	EA	425	\$.42	\$ 178.75
Bid Total				\$ 69830.75

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

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

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

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

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

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

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

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

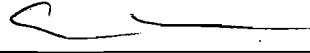
SECTION V

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

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

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Innovative Roadway Solutions

By: 
(Signature)

Chris Kina
(Print or Type Name)

Title: Site manager

Address: HC 64 Box 96-A

City, State, Zip: Thayer MO 65741

Phone: 401-331-4632

Fax: _____

Date: 4/29/14

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

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

County of _____)
)ss
State of _____)

My name is _____.

I am an authorized agent of _____(Bidder).

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

_____ Date
Affiant

Printed Name

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

Notary Public

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

An Affirmative Action/Equal Opportunity Institution

CERTIFICATION OF INDIVIDUAL BIDDER

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

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

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STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

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

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

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

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

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

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ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

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SIGNATURE AND IDENTITY OF BIDDER

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

- sole individual partnership joint venture
 corporation, incorporated under laws of the state of _____

Dated _____, 20 ____

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

 (If a corporation - show its name above)

ATTEST:

 (Secretary)

 (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

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BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____

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INSURANCE REQUIREMENTS

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.

CONTRACT CONDITIONS

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

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

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

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

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

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

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

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

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

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

No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SALES/USE TAX EXEMPTION

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

WARRANTY AND GUARANTEE

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

Correction or Removal of Defective Work

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

One Year Correction Period

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

Maintenance Requirements

The seeded area shall be maintained by the Contractor as necessary to assure growth. A performance guarantee period of one year from the Final Acceptance of work will be required.

At the time of Final Acceptance of the work, the Contractor shall furnish Boone County a one (1) year performance bond in the amount specified in the Notice to Bidders for Seeding and Erosion Control. During the one year performance guarantee period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, where settlement occurred, or where gravel or other deleterious backfill material surfaces, upon notification by Boone County of such areas, the Contractor shall re-work all such areas as necessary to bring the areas into conformance with the Specifications. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, Boone County shall have the work done by other means and shall bill the charges against the Contractor's performance bond for seeding and erosion control.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

SAMPLE CONTRACT AGREEMENT

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

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

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

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

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

Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of

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

DATE OF AGREEMENT:

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

(Date)

ATTEST:

OWNER:
BOONE COUNTY, MISSOURI

By: _____

Daniel K. Atwill, Presiding Commissioner

Wendy Noren, County Clerk

CONTRACTOR:

By: _____

Authorized Representative (Signature)

ATTEST:

By: _____

Authorized Representative (Print or Type Name)

Title: _____

Secretary

Approved as to Legal Form:

CJ Dykhouse, County Counselor

Certification

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

Auditor

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

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

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

_____ Dollars,

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____ Phone Number: _____

Address: _____

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AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

Chris Kinder Sole member of the (name of company)

Emorette Rosamy (a corporation) (a partnership) (a proprietorship)

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

(name of project) Dry Surface Seal Pavement Resurfacing located at

(name of institution) _____ in Boone County,

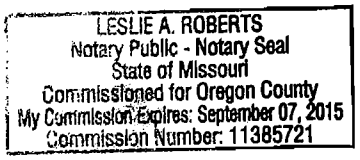
Missouri and completed on the _____ day of _____, 20____.

Chris Kinder
Signature

Subscribed and sworn to me this 1st day of May, 2014.

My commission expires 9/7, 2015.

Leslie A. Roberts
Notary Public



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GENERAL SPECIFICATIONS

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

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

SECTION 1. - DEFINITIONS

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

A. Owner: Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

B. Commission: Shall mean the Boone County Commission.

C. Engineer: Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

2.3 Delivery of Proposals. Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

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

SECTION 5 - CONTROL OF WORK

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

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

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

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

SECTION 6 - CONTROL OF MATERIAL

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

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

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

SECTION 8 - PROSECUTION AND PROGRESS

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

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

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

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

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

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

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

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

9.8. This section has been left blank

9.9. This section has been left blank

9.10. This section has been left blank

9.11. This section has been left blank

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

9.13. Release of Retained Percentages:

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

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

- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

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

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

SECTION 10 - MATERIAL AND WORKMANSHIP

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

SECTION 11 - STATE WAGE RATE REQUIREMENTS

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

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

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

11.4. The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).

- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "Last Payroll".
- h. A record of all payrolls will be maintained by the County.

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

a. In the Owner's office:

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

b. On the Project:

- 1. State Wage Rates Notice.
- 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
- 3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
- 4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
- 5. Notice requesting referral of minorities by present employees.

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

SECTION 12 - SPECIFICATIONS AND PLANS

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

SECTION 13 - PROTECTION OF WORK

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

SECTION 14 - OVERHEAD LINE PROTECTION

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

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

SECTION 15 - OSHA Program Requirements

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

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

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

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

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

SECTION 17 - INTERFERENCE

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

SECTION 18 - METHOD OF PAYMENT

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

SPECIAL PROVISIONS

Surface Seal, Onyx

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This item shall consist of furnishing all material, equipment, labor, and necessary items for the placement of a Surface Seal treatment on asphalt or chip seal surfaced streets as specified in these plans/specifications using Onyx Surface Seal meeting the design requirements of Invia Pavement Technologies

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Surface Seal will be paid for by the planned square yardage. Any discrepancy between planned quantities and installed quantities shall be justified by the concerned party.
- B. Surface Seal will be the only pay item considered; all other work required by these specifications will be incidental to said item.

1.3 QUALITY CONTROL

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

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Onyx Surface Seal meeting the requirements of Invia Pavement Technologies.
- B. Application rate shall be 0.10 gal/sy per pass. Two passes shall be performed for a minimum coverage of 0.20 gal/sy.

PART 3 – EXECUTION

3.1 INSTALLATION – All installation shall be in accordance with the manufacturer's recommendations. Any conflicts with the requirements listed below shall be brought to the attention of Boone County for approval prior to beginning treatment.

A. Equipment

- 1. **Mixing Equipment.** The mixture shall be mixed through a central mixing plant. Aggregate, asphalt emulsion, water and additives shall be proportioned by volume or weight (mass) utilizing the mix design approved by the Engineer. The tank shall be equipped with a full sweep agitator capable of producing a homogeneous mastic surface treatment mix.
 - a. Individual volume or weight (mass) controls for proportioning each item to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked. Each device shall be accessible for ready calibration and placed such that the engineer may determine the amount of each material used at the time.
- 2. **Mobile Distribution Unit (MDU).** The MDU shall be fully self-contained and shall have a storage tank with full sweep agitation, hydraulic system, operator controls, pumping system, material filters and spray bar capable of applying a full lane width. The equipment shall have sufficient available power to operate the full spray system and the agitation system at the same time.

- a. As material is delivered to the job site and applied, the proportion of the mixture shall be maintained as it was manufactured per the mix design.
- b. The storage tank shall have an internal full sweep mixing system. The tank shall have sufficient mixing capability to assure proper suspension of fine aggregates in the surfacing mix.
- c. The MDU shall be equipped with a system allowing the measurement and calculation of application rates.
- d. The pumps shall provide operation resulting in high volume and low potential for cavitation. The pumps shall be engineered to allow the system to handle fine aggregate filled materials.
- e. The applicator spray bar shall be sized with volumetric capacity to dampen any possible pressure ripples by providing even pressure to all spray tips. Attachments such as a spray shield and wind deflector shall be available.

B. Surface Preparation

- 1. Contractor shall remove all loose debris from road using a power broom or road sweeper immediately (same day) prior to treatment. Sweepings shall be disposed of off-site in curb/gutter areas or in any area where the amount of sweepings will negatively affect drainage, mowing, or aesthetics of adjacent ditches and yards. Any additional cleaning of road to achieve proper performance of treatment shall be done at contractor's expense.

C. Construction

1. Notification

- a. A notification letter will be provided to residents in areas where Boone County sees fit in order to minimize disruption to residents.
 - 1. Notifications will be by mailed or hand delivered letter and will include Contractor provided project start date, and a phone number of the Contractor's of which residents may call inquiring of project scheduling and logistics:
 - 2. Boone County will provide initial notification. However, if project is delayed for any reason (including weather) by 2 days or more, the Contractor shall be responsible for updated notification of residents in similar manner as initial notification.
- b. Contractor shall notify Boone County no less than 4 days prior to need for vehicles to be removed from treatment area.
 - 1. Boone County is required to provide 72 hours posted notification before vehicles or other obstruction are able to be removed from roadway.
 - 2. Boone County will not be responsible for costs associated with return trips or reapplications due to areas missed due to obstructions in roadway.

2. Traffic Control

- a. Contractor will be responsible for providing and executing traffic control during treatment and until treatment has cured.
- c. Contractor shall submit the traffic control plan to Boone County at the Pre-Construction Meeting. Plan can be graphical or in text, but should be sufficient for notification of affected property owners/residents/motorists.
- b. All roads shall remain open in one direction of traffic at all times, except that the contractor may temporarily limit all access to the road while actual application is occurring to protect passing vehicles from overspray.

- c. All driveways inaccessible to traffic due to lane closure shall have cones placed in driveway to discourage crossing into uncured treatment areas.
- d. Treated areas shall be opened to traffic as soon as possible after treatment.
- e. Applying sand to treated surfaces may be done at contractor's expense to accommodate traffic prior to cure. Sand shall be swept and disposed of at contractor's expense following curing of treatment.

3. Protection and Repairs

- a. Contractor shall take all steps necessary to protect adjacent improvements (including curb & gutter and utility accesses) from fog seal overspray and tracking. Surface seal oil shall be removed from unintended areas before drying.
- b. Contractor will be held responsible for correcting any damages that occur to vehicles, adjacent structures, improvements, etc. due to contractor error or weather conditions.
- c. In order to produce clean starting/ending points, it is recommended that the Contractor apply the treatment toward the area being treated. If it is necessary for the contractor to apply the treatment from the area being treated, toward the ending point, paper or similar masking material shall be placed at the end point to prevent dribbling of sealant on to untreated areas. Any such dribbles that are not masked shall be cleaned up immediately by Contractor.

4. Workmanship

- a. Along with following manufacturer's requirements, the contractor will take steps to assure the treatment is performed in a manner that produces a final product that is evenly applied, neat along all edges (including edge lines and beginning/end), free of surface patterns such as lean or heavy lines, covers all areas of the road including mailbox and driveway aprons, and has no bleeding or flushing areas.
- b. Squeegee and/or wand application methods may be used where it is difficult to maneuver the distributor truck, but this should be kept to a minimum in order to maintain even intentional application rates.
- c. The mixture shall be uniform and homogeneous after applying on the existing surface and shall not show separation of the emulsion and aggregate after setting

5. Skid Resistance

- a. The product and the treatment should be such that skid resistance is not reduced. The contractor may take additional steps such as applying sand to the treatment to meet this requirement. The contractor shall notify Boone County of additional steps taken prior to installation. Sand shall be swept and disposed of at contractor's expense following curing of treatment.

6. Weather Limitations

- a. Place the fog seal when pavement is 60 °F and rising
- b. Do not apply when there is a chance of temperatures below 32 F within 24 hours after placement, or as directed by the engineer.
- b. Do not apply during rainy or damp weather, or when rain is anticipated within 8 hours after application is completed.
- c. Do not apply on extremely windy days

END OF SECTION

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APPENDIX A

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

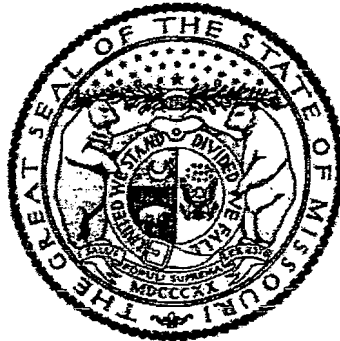
The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

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Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 20

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

Robert A. Bedell, Acting Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 8, 2013**

Last Date Objections May Be Filed: **April 8, 2013**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/13		\$31.66	55	60	\$20.11
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	6/13		\$28.25	59	7	\$15.38
Carpenter	6/13		\$24.09	60	15	\$14.45
Cement Mason			\$26.08	9	3	\$11.00
Electrician (Inside Wireman)			\$30.78	28	7	\$12.32 + 13%
Electrician (Outside-Line Construction/Lineman)	12/13		\$39.69	43	45	\$5.00 + 37.5%
Lineman Operator	12/13		\$34.26	43	45	\$5.00 + 37.5%
Groundman	12/13		\$26.49	43	45	\$5.00 + 37.5%
Communication Technician			\$30.78	28	7	\$12.32 + 13%
Elevator Constructor		a	\$43.345	26	54	\$25.095
Operating Engineer						
Group I	6/13		\$27.01	86	66	\$23.43
Group II	6/13		\$27.01	86	66	\$23.43
Group III	6/13		\$25.76	86	66	\$23.43
Group III-A	6/13		\$27.01	86	66	\$23.43
Group IV	6/13		\$24.78	86	66	\$23.43
Group V	6/13		\$27.71	86	66	\$23.43
Pipe Fitter	7/13	b	\$34.75	91	69	\$26.28
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$12.09
First Semi-Skilled			\$22.81	42	44	\$12.09
Second Semi-Skilled			\$21.81	42	44	\$12.09
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason	6/13		\$21.15	124	74	\$12.68
Millwright	6/13		\$25.09	60	15	\$14.45
Ironworker	8/13		\$27.91	11	8	\$22.04
Painter	6/13		\$21.35	18	7	\$11.72
Plasterer			\$24.84	94	5	\$11.05
Plumber	7/13	b	\$34.75	91	69	\$26.28
Pile Driver	6/13		\$25.09	60	15	\$14.45
Roofer \ Waterproofor	10/13		\$28.05	12	4	\$14.19
Sheet Metal Worker	7/13		\$29.96	40	23	\$15.12
Sprinkler Fitter - Fire Protection	6/13		\$30.02	33	19	\$18.55
Terrazzo Worker	6/13		\$28.15	124	74	\$14.32
Tile Setter	6/13		\$21.15	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

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

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

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

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

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

**b - All work over \$7 Mil. Total Mech. Contract - \$34.75, Fringes - \$26.28
All work under \$7 Mil. Total Mech. Contract - \$33.41, Fringes - \$20.89

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 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 \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**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 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 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. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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.

NO. 126: 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
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. 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. 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. When a holiday falls on Saturday, Friday is recognized as a holiday.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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 proceeding 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, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

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	1/14	\$29.92	7	16	\$14.25
Millwright	1/14	\$29.92	7	16	\$14.25
Pile Driver	1/14	\$29.92	7	16	\$14.25
Electrician (Outside-Line Construction)\Lineman	12/13	\$39.69	9	12	\$5.00 + 37.5%
Lineman Operator	12/13	\$34.26	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer		\$23.19	32	31	\$5.00 + 23%
Groundman	12/13	\$26.49	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer		\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	6/13	\$26.09	21	5	\$23.32
Group II	6/13	\$25.74	21	5	\$23.32
Group III	6/13	\$25.54	21	5	\$23.32
Group IV	6/13	\$21.89	21	5	\$23.32
Oilier-Driver	6/13	\$21.89	21	5	\$23.32
Laborer					
General Laborer	6/13	\$26.51	2	4	\$12.07
Skilled Laborer	6/13	\$27.11	2	4	\$12.07
Truck Driver-Teamster					
Group I		\$27.52	22	19	\$10.90
Group II		\$27.68	22	19	\$10.90
Group III		\$27.67	22	19	\$10.90
Group IV		\$27.79	22	19	\$10.90
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.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked 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.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work 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 paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. 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.

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. 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.

**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.

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APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

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APPENDIX C

PROJECT PLANS AND/OR DETAILS

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

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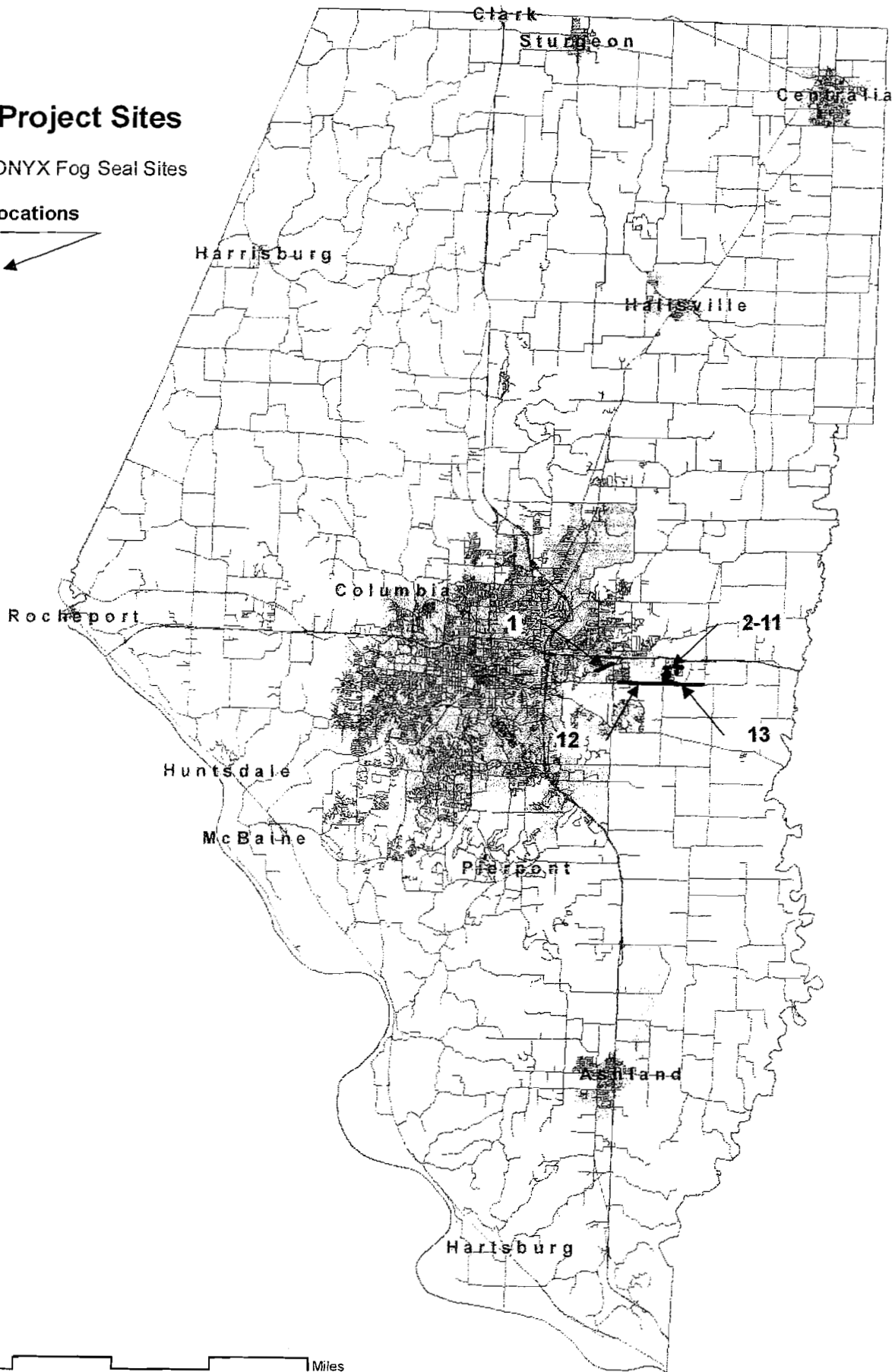


Boone County 2014 ONYX Fog Seal

2014 Project Sites

 ONYX Fog Seal Sites

Site # Locations



0 1.5 3 6 9 12 Miles



2014 Pavement Preservation Onyx Fog Seal Projects

Revised: 2-24-14

Sites	Project	Description	Length (ft)	Quantity (SY)
1	St. Charles Rd 4	~140' E of Elderbrook Dr to Grace Ln	3,002	7,667
2	Parklane Dr	Sunrise Estates Sub	1,265	2,643
3	Sunrise Ct	Sunrise Estates Sub	1,157	2,715
4	South Ct 2	Sunrise Estates Sub	590	1,941
5	Southern Dr 2	Sunrise Estates Sub (W of Broadview Ct)	1,448	3,812
6	Sunny Side Ct	Sunrise Estates Sub	652	1,880
7	Stardust Ln	Sunrise Estates Sub	1,436	3,759
8	Rainbow Dr	Sunrise Estates Sub	1,383	3,434
9	Sunglow Ct	Sunrise Estates Sub	216	783
10	Moonglow Ln	Sunrise Estates Sub	162	407
11	Sunshine Dr	Sunrise Estates Sub	383	941
12	Richland Rd 2	West Portion	4,570	12,049
13	Richland Rd 1	East Portion	9,240	22,869
Total			25,504	64,900

Miles = 4.8



Business Services



Elections & Voting



Investor Protection & Securities



State Library



Records & Archives



Administrative Rules



Publications & Forms



[Emergency Rules](#)

[Code of State Regulations](#)

[Missouri Register](#)

[Search Administrative Rules](#)

[Frequently Asked Questions](#)

FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 4/14/2014

Business Name History

Name	Name Type
Innovative Roadway Solutions, L.L.C.	Legal
Limited Liability Company - Domestic - Information	
Charter Number:	LC1215984
Status:	Active
Entity Creation Date:	3/27/2012 2:41:17 PM
Expiration Date:	Perpetual
Registered Agent	
Agent Name:	Kinder, Christopher
Office Address:	64 HC Box 96A Thayer MO 65791
Mailing Address:	

Organizers

Name:	Christopher Kinder
Address:	64 HC Box 96A Thayer MO 65791

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[Employment](#)
[Directions](#)
[Site Map](#)
[Employee Access](#)



Contact Us:
 600 West Main Street
 Jefferson City, MO 65101
 Main Office: (573) 751-4936
Info@sos.mo.gov
 Branch Offices

Search Results

Current Search Terms: innovative* roadway* solutions* LLC*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record

Status

By

Functional Area - Entity Management

By

Functional Area - Performance Information

SAM | System for Award Management 1.0

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

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PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Innovative Roadway Solutions LLC

as Principal, hereinafter called Contractor, and _____
Auto Owners Insurance Company

a Corporation, organized under the laws of the State of Michigan
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held
and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the
amount of sixty nine thousand eight hundred thirty & 48/100 Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 4-23-2014 entered into a
Contract with Owner for:

**BID NUMBER 13-27MAR14
ONYX SURFACE SEAL PAVEMENT PRESERVATION 2014
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at El Dorado Springs Mo. on this 23 day of April 2014.

CONTRACTOR Innovative Roadway Solutions (SEAL)

BY: 

Chris Kinder

SURETY COMPANY Auto Owners Insurance Company

BY: 

(Attorney-In-Fact)

BY: 

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Auto Owners Insurance Company
P.O. Box 30660
Lansing, MI 48909

An Affirmative Action/Equal Opportunity Institution

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Innovative Roadway Solutions LLC,
as Principal, hereinafter called Contractor, and Auto Owners Insurance Company,

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

Sixty Nine thousand eight hundred thirty & 48/100 DOLLARS

(\$ 69,830.48), for the payment whereof Contractor and Surety bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated 4-23-2014 entered into a
contract with Owner for

**BID NUMBER 13-27MAR14
ONYX SURFACE SEAL PAVEMENT PRESERVATION 2014
BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of
the Contractor for labor, material, or both, used or reasonably required for use in the performance of
the Contract; labor and material being construed to include the part of water, gas, power, light, heat,
oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every
claimant as herein defined, who has not been paid in full before the expiration of a period of ninety
(90) days after the date on which the last of such claimant's work or labor was done or performed, or
materials were furnished by such claimant, may sue on this bond for the use of such claimant,
prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have
execution thereon. The owner shall not be liable for the payment of any costs or expenses of any
such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

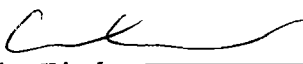
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

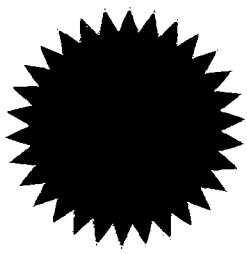
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at El Dorado Springs Mo, on this 23 day of April, 2014.

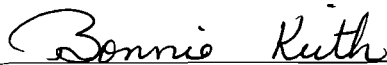
Innovative Roadway Solutions LLC
(Contractor)

(SEAL)

BY: 
Chris Kinder

Auto Owners Insurance Company
(Surety Company)



BY: 
(Attorney-In-Fact)

BY:  - Agent
(Missouri Representative)

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

Surety Contact Name: Auto Owners Bond Department
Phone Number: 800-3460346
Address: P.O. Box 30660
Lansing, MI 48909

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS (MUTUAL) INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66178714

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint BONNIE K KEITH

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014.

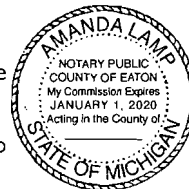


Kenneth R. Schroeder


Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 2nd day of January, 2014, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2020.



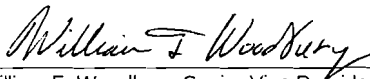
Amanda Lamp

Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 23rd day of April, 2014



William F. Woodbury, Senior Vice President, Secretary and General Counsel

239-2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 2014

In the County Commission of said county, on the 15th day of May 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of New York's Cooperative Contract, Award 19745, Vendor Quote 2014-3610, for hazardous incident response equipment with ELSAG North America, LLC of Greensboro, North Carolina to purchase a license plate reader system.

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 15th day of May, 2014.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

239-2014

Boone County Purchasing

Elizabeth Sanders, CPPB
Senior Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Elizabeth Sanders
DATE: May 6, 2014
RE: NASPO Cooperative Bid, Award 19745- Hazardous Incident
Response Equipment for Boone County Sheriff's Department

Purchasing and the Sheriff's Department request permission to utilize the State of New York's Cooperative Contract, Award 19745, Vendor Quote 2014-3610 for hazardous incident response equipment with ELSAG North America, LLC., of Greensboro, North Carolina to purchase a license plate reader system, specifically:

MPH-900 MS3 (Item 140003), three-camera mini split mobile system, transportable truck mount install type; and truck box mount transportable 12 ft camera cable. Purchase includes shipping FOB Destination, training on equipment at Sheriff's Department, and 24 hour telephone support through the 1 year warranty period.

Total cost of purchase is \$18,050.00 and will be paid from department 2901 Sheriff's Law Enforcement Sales Tax, account 92300- License Plate Reader System, for which \$20,000 was budgeted.

cc: Contract File

To: County Clerk's Office

Comm Order # 239-2014

Please return purchase req with back-up to Auditor's Office.



5/5/14

**REQUEST
DATE**

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

13921

VENDOR NO.

ELSAG North America, LLC

VENDOR NAME

19745
2014-3610

BID NUMBER

Ship to Department # 2901

Bill to Department # 2901

Department	Account	Item Description	Qty	Unit Price	Amount
2901	92300	MPH-900 MS3 (140003) throo	1		\$18,050.00
		camera mini split mobile system			\$0.00
		(license plate reader system)			\$0.00
		<u>Quote # 2014-3610</u>			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					<u>18,050.00</u>

I certify that the goods, services or charges above specified 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.

Approving Official

Prepared By

**PURCHASE AGREEMENT
FOR
Hazardous Incident Response Equipment (Group 38232)
for the Boone County Sheriff's Department**

THIS AGREEMENT dated the 15th day of May 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **ELSAG North America, LLC.**, 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 one (1) **MPH-900 MS3, three-camera mini split mobile system**, in compliance with all bid specifications and any addenda issued for the Hazardous Incident Response Equipment (HIRE), State of New York bid for cooperative purchase, and vendor's Quote #2014-3610 enclosed herein, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted may be permanently maintained in the County Purchasing Office bid file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the NASPO cooperative purchase contract (Group 38232, Award 19745), vendor's Quote, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) MPH-900 MS3 three-camera mini split mobile system as detailed below:

	Qty	Unit Price	Extended Price
MPH-900 MS3 (140003) Three-camera mini split mobile system. Camera 1: 16mm Hedley Mount Camera 2: 25mm Hedley Mount Camera 3: 25mm Hedley Mount Installation Type: Transportable Truck Mount Trunk Box Mount: Transportable Camera Cable, 12 ft. Training at Sheriff's Department, and 24 hour telephone support included throughout 1 year warranty period.	1	system	\$18,050.00
TOTAL			\$18,050.00

Total contract cost for one (1) MPH-900 MS3, three-camera mini split mobile system as described above is Eighteen Thousand, Fifty Dollars and Zero Cents (\$18,050.00).

3. **Delivery** - Vendor agrees to deliver equipment described in Quote #2014-3610, and as set forth in contract award #19745, shipped FOB Destination and within 30-45 days after receipt of order. Delivery shall be to Boone County Sheriff Department, Attn: Chad Martin, 2121 County Drive, Columbia, MO 65202.

239-2014

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Purchasing, 613 E. Ash Street, Room 111, Columbia, MO 65201 within thirty (30) days from date of purchase order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202 and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

ELSAG NORTH AMERICA, LLC.

by [Signature]
title General Counsel

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

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

AUDITOR CERTIFICATION

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

<u>[Signature]</u>	<u>05/06/2014</u>	<u>2901-92300 - \$18,050.00</u>
Signature	Date	Appropriation Account

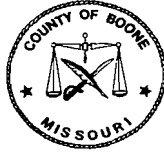
STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

Boone County Purchasing

Elizabeth Sanders
Senior Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding that you completed when enrolling*.** The link for that form is:
<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:
<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

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



Company ID Number: 174109

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 174109

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

Company ID Number: 174109

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

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

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(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 by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

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

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

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

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

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

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

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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

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

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

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

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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

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

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



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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 **Elsag North America, LLC**

Ross C Jureit

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/29/2008

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/29/2008

Date



Company ID Number: 174109

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Elsag North America, LLC

Company Facility Address: 205H Creek Ridge Road

Greensboro, NC 27406

Company Alternate
Address:

County or Parish: GUILFORD

Employer Identification
Number: 80011956

North American Industry
Classification Systems
Code: 334

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified
for: 2

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

- NORTH CAROLINA 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 174109

- NEW YORK 1 site(s)

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

Name:	Ross C Jureit	Fax Number:	(336) 379 - 8535
Telephone Number:	(336) 379 - 7135		
E-mail Address:	ross.jureit@elsagna.com		

(Please complete and return with Contract)

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

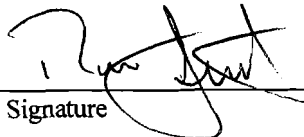
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

Ross Jurait, General Counsel

Name and Title of Authorized Representative



Signature

4/25/14

Date

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

Quotes



205 - H Creek Ridge Road
Greensboro, NC 27406
Duns # 196140821
FED TAX ID# 800119568
Tel: 1.877-77-ELSAG(35724)
Fax: 1.336.272.7181

Prepared by: Matt Maxwell
Phone: 937-572-9014

Please include the quote number on your purchase orders and email them to sales@elsag.com for processing.

Quote#: 2014-3610

Quote Date: 03/11/2014

Funding Source:

Quote Expiry Date: 06/09/2014

Grant Details:

Scheduled Install Date:

Payment Method:

Rate Sheet: Base Sale Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro.

Contracts: - New York Office of General Services NASPO Multi-State Contract #PC62119 Award #19745 Hazardous Incident Response Equipment Group #38232

Comment:

Bill To:	Boone County Sheriff's Department 2121 County Dr. Columbia, MO 65202 United States	Ship To:	Boone County Sheriff's Department 2121 County Dr. Columbia, MO 65202 United States
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Product Qty	Product /Service	Unit Price	Amount
1	MPH-900 MS3 (140003) Three camera mini split mobile system. Installation Type: Transportable Trunk Mount Camera1: 16mm Hedley Mount Camera2: 25mm Hedley Mount Camera3: 25mm Hedley Mount Power Cable: Permanent Power Trunk Box Mount: Transportable Camera Cable 12 ft	18,050.00	18,050.00
Subtotals	Goods & Services Sub-total (Pre-Tax): Contract Items		18,050.00
	Goods & Services Sub-total (Pre-Tax): Non Contract Items		0.00
Upfront	Goods & Services Sub-total (Pre-Tax):		18,050.00
Tax	Tax Exempt		0.00
Total	Goods & Services Total:		18,050.00

*This Quote constitutes the entire offer and understanding between the parties and supersedes and replaces any prior offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

* Training and 24 Hour Telephone Support are in your purchase at no additional cost and will continue throughout your warranty period.

* Terms listed above may not be changed or modified unless in writing and signed by authorized representative of Elsag. Elsag will not be bound by any terms of Buyer's purchase order unless expressly agreed to in writing and signed by an authorized representative of Elsag.

State of New York Executive Department
Office of General Services
New York State Procurement
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

CONTRACT AWARD NOTIFICATION

Title:	Group 38232 – Hazardous Incident Response Equipment (HIRE) (Statewide) Classification Codes: 41, 42, 43, 46, 85, 92
Award Number:	<u>19745</u>
Contract Period:	September 2, 2005 - May 31, 2015
Bid Opening Date:	March 29, 2005
Date of Issue:	September 2, 2005 (Revised February 28, 2014)
Specification Reference:	As Incorporated In The Invitation For Bids
Contractor Information:	Appears on Pages 2-10 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name:	Melissa Gretten		Customer Services
Title:	Contract Management Specialist		
Phone:	518-473-2010	Phone:	518-474-6717
Fax:	518-474-6867	Fax:	518-474-2437
E-mail:	melissa.gretten@ogs.ny.gov	E-mail:	customer.services@ogs.ny.gov

OGS NYS Procurement (NYSPRO) values your input.
Complete and return "Contract Performance Report" at end of document.

Description

NYS-NASPO multiple award contracts for a broad spectrum of domestic preparedness equipment.

PR #19745



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Search criteria:

Group Number = 38232

Award Number = 19745

State Contract Award Notices Search Results

Group-Award	Description
<u>38232-19745</u>	Hazardous Incident Response Equipment (HIRE)

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<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. I.D. #</u>	<u>NYS Vendor #</u>
PC64212	BRUNSWICK COMMERCIAL & GOVERNMENT PRODUCTS 420 Megan Z Ave. Edgewater, FL 32132	386-423-2902 Jennifer Butera Fax No.: 386-423-9187 E-Mail: jennifer.butera@whaler.com Web Site: http://www.brunswickcgp.com/	364432261	1100003949
PC62312 SB	BUFFALO COMPUTER GRAPHICS 3741 Lake Shore Road Blasdell, NY 14219 DISC.: 1% - 15 Days	800-823-8668 716-822-8668, Ext.15 Gary F. Masterson Fax No.: 716-822-2730 E-Mail: gmasterson@buffalocomputergraphics.com Web Site: www.buffalocomputergraphics.com	161190997	1000015534
PC62786	CONTROL SCREENING LLC 35 W. Pittsburgh St., Ste. 304 Greensburg, PA 15601	800-343-9727 724-837-5411 Dennis Cunningham Fax No.: 724-837-5425 E-Mail: dcunningham@autoclearus.com Web Site: www.controlscreening.com	222964823	1000017058
PC64413	DIGITAL ALLY, INC. 7311 W. 130th St. Overland Park, KS 66213	800-440-4947 913-814-7774 Russell Herron Fax No.: 913-814-7775 E-Mail: russell.herron@digitalallyinc.com Web Site: www.digitalallyinc.com	200064269	1000057291
PC63111	DIVAL SAFETY EQUIPMENT INC. 1721 Niagara St. Buffalo, NY 14207	800-343-1354, Ext. 159 716-874-9060 Fax No.: 716-874-4686 Timothy M. Devin E-Mail: tdevin@divalsafety.com Web Site: www.divalsafety.com	161104585	1000003488
PC63519	E.D. BULLARD COMPANY 1898 Safety Way Cynthiana, KY 41031	800-227-0423, Ext. 874 716-583-1768 David Vangelov Fax No.: 800-877-6858 859-234-6858 E-Mail: dave_vangelov@bullard.com Web Site: www.bullard.com	940348330	1000057950
PC62119	ELSAG NORTH AMERICA, LLC 205-H Creek Ridge Road Greensboro, NC 27406 DISC.: 2% - 15 Days 1% - 30 Days	877-773-5724 845-278-5425 Nate Maloney Fax No.: 845-278-5428 E-Mail: nate.maloney@elsag.com Web Site: www.elsagna.com	800119568	1000056079

(continued)

AGENCIES SHOULD NOTIFY THE NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE NEW YORK STATE PROCUREMENT.

APPENDIX A:

Appendix A, Standard Clauses for New York State Contracts, dated June 2006 is hereby expressly made a part of this Document.

APPENDIX B:

Appendix B, Office of General Services General Specifications (Commodities and Non-Technology Services), dated July 2006 is hereby expressly made a part of this Document and shall govern any situations not covered by this Document or Appendix A.

APPENDIX C:

This document does not change the New York State order of precedence. It is the NASPO Standard Terms and Conditions and is required for multi-state procurements. Appendix C is hereby expressly made part of this document.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and-or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The New York State Procurement supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contracts, the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar products or services, which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

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<http://www.ogs.ny.gov/purchase/spg/awards/3823219745Can.htm>

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PURPOSE:

The State of New York is the lead state in a National Association of State Procurement Officials (NASPO) cooperative purchase contracts were created to provide an avenue to procure a broad spectrum of domestic preparedness equipment.

Additional States may join at any time by signing a Participating Agreement.

SCOPE (BID SYNOPSIS):

The State of New York has established comprehensive, Statewide, multiple award contracts with authorized distributors or manufacturers based on the terms and conditions contained herein. Contracts are being awarded for equipment that will qualify for Homeland Security Grant Funding (SHSP) and the Law Enforcement Terrorism Prevention Program (LETPP) funding.

It should be noted that there is equipment available on these contracts that may be used for emergency response related activities but does not qualify for grant funding.

SCOPE MODIFICATION:

The Office of General Services (OGS) will continue to utilize the State Homeland Security Program (SHSP) and the Law Enforcement Terrorism Prevention Program (LETPP) guidelines to ensure appropriate equipment is offered under this contract for said purpose.

OGS has developed a condensed Authorized Equipment List based on the SHSP and LETPP Authorized Equipment List. OGS will review product offerings in accordance with the contract scope. This Authorized Equipment List will be used to determine whether a specific offering is appropriate for this contract:

1. Personal Protective Equipment (PPE)
2. Explosive Device Mitigation and Remediation Equipment
3. CBRNE Search and Rescue Equipment
4. Detection Equipment
5. Decontamination Equipment
6. Physical Security Enhancement Equipment
7. Terrorism Incident Prevention Equipment
8. CBRNE Logistical Support Equipment
9. Medical Supplies
10. CBRNE Reference Materials
11. Agricultural Terrorism Prevention, Response and Mitigation Equipment
12. Intervention Equipment
13. Other Authorized Equipment

A description of some of the products covered in each category is available on the Federal Emergency Management Agency (FEMA) website: <https://www.rkb.us/mel.cfm?subtypeid=549>

OGS may request, where possible and practical, that the contractor identify the applicable Authorized Equipment List category under which the products on the contract price list qualifies.

The following requirements are provided to better define the intent of the specifications:

SCOPE - LIMITATION OF PRODUCTS SUITABLE FOR CONTRACT:

Upon request, contractor must be able to justify why the products referenced meet the intent of the contract. Examples of items that should not be included in submitted price lists include but are not limited to: military swords, trophies, medals, awards, child and infant clothing, clothing that does not meet the requirements as described in the Authorized Equipment List, logo T-shirts, dress shoes, etc.

- Note: Any apparel offered for contract should be tactical, protective (e.g. chemical, radiological, biological, pathogen, reflective, special thermal, non-flammable, explosive protective, etc.), BDU or mission specific. Uniform clothing that does not meet the above guidelines shall not be included.
- General use items/product lines available from other contracts may be considered for exclusion from this contract.

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Contractors will be required to make revisions to their price lists based on this clarified criteria at the time a price list update is requested.

DEFINITIONS:

Authorized Equipment- Equipment that the Federal Government has accepted as suitable for purchase using Federal Grant monies. Current lists of categories are available at Federal Emergency Management Agency (FEMA) funding guidelines - <http://www.fema.gov/government/grant/index.shtm>

For questions regarding the procurement of equipment authorized under the FEMA grant guidelines, please refer to the Responder Knowledge Base website: <https://www.rkb.us/mel.cfm?subtypeid=549>
The website has links to all of the current and prior year AEL (authorized equipment list) as determined by FEMA

Certified Equipment - Equipment that has been tested and meets appropriate industry standards set by the government or other professional organizations such as NFPA- National Fire Prevention Association, UL - Underwriters lab, etc. For questions regarding the procurement of equipment certified under the Office of Domestic Preparedness grant guidelines please refer to the Responder Knowledge Base website: <https://www.rkb.us/mel.cfm?subtypeid=549>

HOW TO USE THIS CONTRACT:

Authorized users may no longer purchase any item with a value greater than \$200,000 and all such items were removed from the contracts. No new items of that value or greater will be added for the remainder of the contract term. Additionally, items with a value greater than \$85,000 will be removed from the contracts by March 31, 2012.

When a NYS Agency plans to make a purchase from this contract **where a single items value is more \$50,000 prior approval by OSC will be required**. In submitting a purchase order to OSC for prior approval the authorized user must:

- ◆ Ensure that the commodities being acquired meet their form, function and utility needs;
- ◆ Document and justify the selection of the vendor;
- ◆ Document and justify the reasonableness of the price to be paid;
- ◆ Comply with the agency's internal policies and procedures

The basis for selection among multiple contracts at the time of purchase shall be the most economical alternative that meets form, function, and utility unless there are overriding practical issues, and should be in the best interests of the States, taking into consideration:

- ◆ Form, function and utility needs of the purchaser
- ◆ Price
- ◆ Overhead associated with storage and inventory of the goods
- ◆ Note that construction costs to prepare for installation are not covered in this award

1. These contracts are not limited to authorized equipment only. If using Federal Homeland Defense funds or Law Enforcement Terrorism Prevention Federal Grant monies end-users should check to be sure equipment they wish to purchase under this contract is authorized. End-users must notify the vendor at time of ordering (place information on Purchase Order) that these funds or grant monies are being used. This is required to enable vendors to meet Federal grant tracking requirements.
2. If you are purchasing a large volume of a specific piece of equipment or costly item and know the manufacturer of the product, please access the manufacturer line spreadsheet See Summary page at <http://www.ogs.ny.gov/purchase/spg/pdfdocs/3823219745ME.pdf>. This sheet lists manufacturers offered on this contract and the vendors carrying them. Obtain pricing from as many vendors as possible and compare. It is strongly recommended that contract users seek pricing from more than one contractor especially if they are purchasing large amounts of goods or high dollar amount items
3. If you do not have a specific manufacturer item in mind, go to section of this award (page 8) that lists the types of equipment offered by vendors for a list of contractors and equipment categories offered.
4. A price list is included in this award for each vendor so that you may check pricing. Select vendors offering the type of equipment you wish to purchase. Contact selected contractor and ask if pricing can be improved.

(continued)

5. Choose the most cost effective option meeting your needs; document your choice for the procurement record and proceed with the purchase.
6. In case of emergency please follow your agency's emergency procurement procedures.

NYS Contract Users Please Note: For questions regarding the procurement of equipment authorized under the Federal Grant contact guidelines please refer to the Responder Knowledge Base website; <https://www.rkb.us>. The website has links to all of the current and prior year Authorized Equipment List's (AEL) as determined by FEMA. All procurements utilizing FEMA grants administered by the NYS Division of Homeland Security and Emergency Services (DHSES) can either visit the Responder Knowledge Base website or call DHSES at 1-518-242-5000. NYS Division of Homeland Security and Emergency Services website: <http://www.dhSES.ny.gov/oct/>

MANUFACTURER'S LINES:

End-users requiring a product from a specific manufacturer's line may go to table listed on Summary page <http://www.ogs.ny.gov/purchase/spg/awards/3823219745CAN.HTM> which shows all manufacturers' lines represented by this award and the contract vendors that offer them.

EQUIPMENT CATEGORIES COVERED:

End-users who wish to view a list of covered categories by each Contractor may access the matrix located at <http://www.ogs.ny.gov/purchase/spg/pdfdocs/3823219745MX.pdf>.

NYSPRO's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' New York State Procurement (NYSPRO) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO bid solicitations or contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.ny.gov). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Dispute Resolution Procedures for Vendors."

The following guidelines are subject to change at the discretion of OGS.

PRICE:

Price include all customs duties and charges and be net, F.O.B. destination any point in New York State (or for those vendors electing to participate in a multi-state contract any point within the participating States) as designated by the ordering agency including tailgate delivery, unless otherwise noted in the contract award.

EXCEPTION - Change as of March 1, 2006

For those items shipped outside the 48 contiguous United States, on which there are extraordinary freight charges that cannot reasonably be covered by the contract price, vendors may negotiate with those non-contiguous States regarding delivery terms and charges.

Shipping is to be FOB Destination 48 states, Washington DC and **point of exportation** for Alaska, Hawaii, Puerto Rico, etc. for shipments outside the 48 contiguous states.

It will be the responsibility of the vendors and the Member State that is outside the contiguous 48 States, to negotiate fair shipping terms and charges. Shipping must be FOB destination to a shipping point within the contiguous 48 States. This location must be agreed to by the vendor and the negotiating State. From that point shipping terms, charges and conditions should be negotiated with the end-user. The State must be notified in advance of the possible shipping charges and agree to the final contract price and arrangements.

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State Contract Award Notices - Commodities

Hazardous Incident Response Equipment (HIRE) (Statewide)	
Award Document  <small>{Updated / Revised}</small>	Contract Period: September 02, 2005 - May 31, 2015
Supplemental Award 	Group: 38232 Award: 19745
Contract Updates 	Use of Contracts: All State Agencies and Political Subdivisions
Pricing Information	Contact Person: Melissa Gretten
Manufacturers 	Telephone: (518) 473-2010 Fax: (518) 474-6867
Category Matrix 	E-mail Address: melissa.gretten@ogs.ny.gov
Terms & Conditions 	Contract Issued: September 02, 2005
Contract Use Information 	Contract Updated: February 25, 2014
Naspo Participation 	Ordering / Quotes-Contact Information 
Customer Service	
<p>If you are new to these contracts, please review the link to "Contract Use Information" first to understand how the contracts work.</p> <p>Historical Details and Information  <small>{Includes Original Award, Supplemental and Contract Updates/Contract Updates}</small></p> <p>Description: NYS/NASPO multiple award contracts for a broad spectrum of domestic preparedness and emergency response equipment.</p> <p style="text-align: center;">Install Free Adobe Acrobat Reader for PDF Documents</p>	

CONTRACTOR:	ELSAG North America, LLC
Participating in Multistate contract:	Yes
Catalog offered:	Items as listed on price list
Applicable pages:	All
Exclusions:	None
Price List identification: See price list accompanying this award for approved contract pricing - Summary page at http://www.ogs.ny.gov/purchase/spg/awards/3823219745CAN.HTM	
Minimum Order: Will accept orders for less than the \$100 minimum order.	Yes
Shipping on minimum order:	Bidder will ship at no additional cost
Volume Discount:	Yes, as listed on price list
Orders should be directed to: Name: Sherri Corder Phone: 845-278-5425 366-379-7135 Fax: 336-379-7164 E-mail: sherri.corder@elsagna.com	
Person to contact in the event of an emergency occurring after business hours or on weekend-holiday: Normal Business hours: M-F, 8:00AM-5:00PM Name: Mark E. Windover Phone: 845-278-5425 866-967-4900, 1-866-mp900 Fax: 845-278-5428 Cell phone: 336-681-7179 E-mail: Mark.Windover@elsagna.com	
Additional services offered by contractor to contract users at no added cost:	None offered
Vendor offers:	
Maintenance	Yes, as listed on price list
Calibration	Yes, as listed on price list
Service	Yes, as listed on price list
Accepts NY State Credit Card for purchases under \$10,000	Yes
Discount for use of NY State credit card:	None
Guaranteed Delivery	30-90 days A-R-O depending on equipment ordered
Electronic Access Ordering Offered:	No
Price list available on web:	Approved price list contained herein
Discount for payment within 15 days of delivery and or receipt of voucher	2%
Discount for payment within 30 days of delivery and or receipt of voucher	1%
Company Website	www.elsagna.com

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REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, New York State Procurement, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the New York State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form, visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by telephone at 518-486-1255.

PREFERRED SOURCE PRODUCTS AND SERVICES:

Some products-services in this contract may be available from one or more preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled. Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products and services available from preferred sources which meet your form, function and utility.

Contractors are required to include this notice in all price lists and contract updates.

CONTRACT CHANGES:

Price lists submitted with a bid will be held firm for one year from the date of award. Future requests for price list updates will be submitted on a yearly basis thereafter.

If the time between bid submission and contract award exceeds 180 days we allow a onetime initial price list update for any price list changes that occur during the period from bid submission to contract approval.

CONTRACT PRICE LIST CHANGES:

Price list updates, including price changes, are allowed once per year. This price list update may include the addition or deletion of products. Product additions are allowed up to 2 times per year. OGS reserves the right to allow additional changes if it is determined to be in the best interests of the State. Vendors should be aware that price list approval may take up to four months.

New products will be considered for inclusion provided they strictly adhere to the contract scope, fall under an already included category for the requesting contractor and are offered to the State at the same terms and conditions as in the original bid and at pricing or discounts deemed to be reasonable. Contractors agree to provide documentation to demonstrate that the pricing is reasonable and if requested documentation to demonstrate the need for new items and if adding a new supplier, the manner in which the new supplier was selected. OGS reserves the right to defer inclusion of new suppliers until the next available periodic recruitment opportunity.

The contract prices may be subject to increase or decrease during the contract period in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. Catalog or price lists may indicate increases or decreases in pricing, but the percentage discount originally accepted for award should not be decreased during the contract period. Discount reduction will not be generally allowed unless specific documentation from the manufacturer is provided showing that a distributor

(continued)

cannot support the discount on that equipment without undue hardship. Reduction in discount from that originally accepted may result in deletion of item from award. Decision will be made on a case-by-case basis. Price decreases or discount increases are permitted and encouraged at any time.

See Contract Update Procedures and forms required.

BEST PRICING OFFER:

Price decreases shall take effect automatically during the Contract Term and apply to orders submitted subsequent to the effective dates of applicable price decreases as follows:

1. Commercial Price List reductions: Where the NYS Net Prices are based on a discount from the Contractor's list prices and the Contractor lowers its pricing to its customers or to similarly situated government customers during the contract term; or
2. Special Offers- Promotions- General: Where the contractor generally offers more advantageous special price promotions, or special discount pricing to customers during the contract term, and the maximum price or discount associated with such offer or promotion is better than the discount or price otherwise available under this contract, such better price or discount shall apply for similar quantity transaction for the life of the general offer or promotion.
3. Special Offers- Promotions-Specific: Contractor may offer an Authorized User competitive pricing which is lower than the Net NYS Price set forth herein at any time during the contract period and such lower pricing shall not be applied as a global price reduction under the contract pursuant to the foregoing paragraph.

EXCLUSIONS:

The New York State Office of General Services New York State Procurement reserves the right to delete before or after award any of the products included in the contractor's catalog. Catalogs may list products covered by other State contracts as well as those available from preferred sources. It is the obligation of the agencies to order from the appropriate source.

(See "Overlapping Contract Items" clause).

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic-nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.ny.gov). Click on "For Government-Contracts and Purchasing," then "About Procurement," then "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS New York State Procurement's Customer Services at 518-474-6717.

EXTENSION OF USE:

These contracts may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

MINIMUM ORDER:

Minimum order is \$100.00.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the

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freight bill. End users must be notified before the purchase of shipping charges. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency. See individual vendor award pages for additional information.

VOLUME DISCOUNTS:

Volume discounts may be applied per purchase order, cumulatively per customer agency and/or cumulatively statewide as listed under vendor information. Volume discounts shall be defined and applied as follows: Purchase order volume discounts shall be additional discounts applied to individual purchase orders over a specified dollar amount. Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an individual agency once an established volume has been met by that agency. Cumulative statewide volume discounts shall be additional discounts applied to all future orders for all state and non-state orders once an established volume has been met under this contract. See individual vendor offering for details.

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible and guaranteed delivery may be considered in making purchases.

Delivery shall be made in accordance with instructions on Purchase Order from each contract end-user. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering end user.

INSTALLATION:

Where installation by contractor is required, it is the responsibility of the end user to prepare the site for installation bringing all utilities to within 4 feet of the site.

PERFORMANCE REQUIREMENTS:

CUSTOMER SUPPORT

The contractor shall provide toll-free telephone support-assistance at no extra charge to all customers Agencies interested in ordering via EDI.

TOLL-FREE NUMBERS

The contractor must provide toll-free telephone numbers for the State's procurement usage. If contractor does not currently maintain toll-free numbers, the contractor must be willing to accept collect calls.

PRICE LISTS AND CATALOGS

The contractor shall provide, within 30 days of request during the first 45 days of the contract period, sufficient catalogs-media to service all customers who wish to use these contracts. After the first 45 days of the contract, additional catalogs, or updated catalogs when applicable, shall be provided within 10 calendar days of request.

DISCREPANCIES

The contractor shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five business days from notification.

CONTRACT PRICING INFORMATION AND RESPONSE TIME

All requests for pricing must be responded to in 48 hours or 2 business days from the date of request.

PRODUCT RETURNS, PROBLEM PRODUCT

Products returned because of quality problems, duplicated shipments, outdated product, etc., shall be picked up by the contractor within five business days after notification with no restocking charge and shall be

PERFORMANCE REQUIREMENTS: (Cont'd)

replaced with specified products or the agency shall be credited-refunded for the full purchase price.

(continued)

PRODUCT RETURNS, AGENCY ERROR

Standard stock products ordered in error by agencies must be returned for credit within 15 days of receipt. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

SUBSTITUTIONS

Unauthorized substitutions are not acceptable. Substitution of one catalog product for another catalog product shall require the approval of the ordering agency.

EMERGENCY SERVICE NUMBER AND EMERGENCY CONTACT INFORMATION

The contractor will provide a toll free product emergency service, available seven days a week, twenty-four hours a day. Given the nature of the products, an emergency contact including name, number, cell number, fax, and email must be provided.

SALE FLYERS

At the contractor's option, sale catalogs, and flyers based on the awarded catalog, that offer further price reductions, may be offered to contract users. Also, at the contractor's option, catalogs-price lists developed for a specific customer's specialized requirements may be offered.

CONTRACT PERIOD AND RENEWALS:

The initial contract term was for 5 years and has been renewed for an additional 5 years, until May 31, 2015.

However, the State may unilaterally cancel the contract on a monthly basis any time after the initial twelve (12) months by providing written notification at least one (1) month prior to the effective date of cancellation. The minimum term of the contract shall be twelve (12) months. This provision does not affect the State's right of suspension or cancellation contained in the "Suspension of Work" and "Cancellation" clauses in Appendix B, OGS General Specifications.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel any of the contracts, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the Lead State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications or manufacturer's standard warranty.
Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.
Accessories supplied shall be compatible with the rest of the product.

(continued)

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase.

The State reserves the right to negotiate and establish contracts directly with a third party manufacturer should their sales volume warrant. Additionally, the State reserves the right to delete products from a contract offering at any time it is considered to be in the best interests of the State.

PRICE SHEETS AND CATALOGS:

Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalog and price lists, either in paper format or electronic format, must be available to all end users upon request. Price lists provided to contract users under this contract should contain Net Prices reflecting the proper discounts for appropriate product lines.

INSTRUCTION MANUALS:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied, if appropriate. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

REPORT OF CONTRACT PURCHASES: (Note: See also "Special Reporting Requirement" listed below)

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period.

The reports of New York State sales and Total contract sales are to be submitted to the Office of General Services, New York State Procurement, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name. See Attachment 1B for copy of suggested report form. This format may be used or a printout generated by the contractor showing contract sales and including information on NYS sales and participating State sales for the six month period will be accepted. NYS reserves the right to request additional information if needed.

Participating State reports should be submitted to the participating state as required by the State.

SPECIAL REPORTING REQUIREMENTS:

It is the responsibility of the end-user to notify contractors at time of order if Federal Grant money is being used detailed contract user purchase reports must be supplied (if requested by the State or Federal controlling agencies) for purchases made from these contracts using Federal Homeland Security or Law Enforcement Terrorism Prevention Federal grants. These reports must be supplied within 2 business days upon request by State or Federal controlling agency.

(continued)

Failure to submit the required report may be cause for disqualification of contractor for future contracts or cancellation of any contract held under this award by that vendor format: (other information may be required and vendor will be notified in advance).

Date	Customer name	State	Item description	Item number	# purchased	List price	Discount	Net price

ADMINISTRATIVE FEE:

Contractors have included in their pricing schedule an Administrative Fee of 0.5% of sales. The fee, along with the information in the table below, must be submitted to both the New York State Office of General Services on a semi-annual basis **and** to the National Association of State Procurement Officials.

Contractors are required to submit a sales report to both NYS and NASPO. NYS sales listed, other participating State sales and total sales must be shown (see format below).

Period: Date from - Date to	NYS sales	Other participating state sales	Total sales (both NYS and participating States)

Note: The Administrative Fee must be submitted and paid within 30 days after the end of each six month period. Two checks must be cut. One check should go to NYS for NYS sales only and the second check for all other participating State sales shall go to NASPO. Vendors will receive schedule of dates. Checks for 0.5% of sales for each preceding 6 months shall be sent, along with a copy of information in the table above. Check stub should state the dates which the payment covers. The above sales report shall be sent along with the payment check to:

NYS- 0.5% of NYS sales	NASPO-0.5% of all other participating State sales
NYS Office of General Services	NASPO
Division of Financial Administration	Attn. NASPO Program Manager
P.O. Box 2117	201 East Main Street, Suite 1405
Empire Plaza Station	Lexington, Kentucky 40507
Albany, NY 12220-0117	
Check should be made out to:	Check should be made out to:
NYS Office of General Services	NASPO

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his-her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his-her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

CONTRACT DUPLICATION:

Contractors holding contracts for items offered under this award must offer the same or better pricing on those items if they are offered for inclusion in any award. If awarded, the items may be purchased under the already existing contract number or under this award.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation for Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v, Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. Lower in price
and/or
2. Available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

(continued)

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase.

PERIODIC RECRUITMENT:

The State reserves the right to consider additional vendors starting six months from the contract award beginning date and at six month intervals during the course of the contract or at any time determined by the State to be in its best interest. Vendors shall be required to submit an original bid document which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Bids shall be evaluated under similar terms and conditions. Once awarded a contract, a vendor may not resubmit a bid for future consideration until the original bids have been evaluated and contracts awarded.

MERCURY-ADDED CONSUMER PRODUCTS:

Contractors are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale of fever thermometers containing mercury and the sale of elemental mercury for other than research purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Contractors are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Contractors may also visit the Department's web site for additional information: <http://www.dec.ny.gov/>

OVERLAPPING CONTRACT ITEMS (NYS contract users only):

Products available in this contract award may also be available from other NYS State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for this selection. See additional NYS Homeland Defense Contracts at: <http://ogs.ny.gov/purchase/search/default.asp>.

(continued)

PRICELIST UPDATE PROCEDURE

The following guidelines are subject to change at the discretion of NYS OGS:

- (1) **PRICE LIST UPDATES:** In order to expedite processing of a price list update, please follow these instructions:
- Access the Price list Update Template found on the State Contract Award Notice page, or ask your Contract Administrator for a copy.
<http://ogs.ny.gov/purchase/spg/awards/3823219745Can.htm>
 - Complete the appropriate tabs for product additions, deletions, pricing increases, and decreases, and include your new complete updated price list.
 - Complete the Price list Update Form (below), or ask your Contract Administrator for a copy.
 - Review and complete the following; Items 2 through 5.
 - Verify your information.
 - Send your completed Price list Update, Update Form and Cover Letter electronically to: donna.pszenczny@ogs.ny.gov.
- (2) **PRICE JUSTIFICATION - FORMAT:** Contractor is required to submit the product and price information for the update in the Excel spreadsheet template provided and forward electronically via e-mail to the OGS Purchasing Officer. **The list must be dated.** The price list should separately include and identify by use of separate worksheets: Last approved complete price list, price list additions, price list increases, price list decreases, and price list deletions, complete updated price list (including additions, deletions and price changes).
The State reserves the right to require a revised NYS Net Price List at any time during the Contract period. Each updated price list must include the date the price list was prepared.
- (3) **SUPPORTING DOCUMENTATION:** Each update request must include the current U.S. commercial price list relevant to the products included in the update. If the NYS contract prices are based on a GSA Schedule, the current GSA Schedule must also be included with the update request. Requested price increases not based on an approved GSA schedule must also include a copy of the current National Consumer Price Index as described in the "Payments-Pricing" section of the contract.
- (4) **COVER LETTERS:** A Contract update must be accompanied by a completed Contract Update Form (**below**). Contractor should include a cover letter to briefly describe the nature and purpose of the update; to increase, decrease pricing, or add or delete products.
- (5) **CONTRACTOR'S SUBMISSION OF CONTRACT UPDATES:** In connection with any contract update, OGS reserves the right to:
- request additional information
 - reject contract updates
 - remove products from contracts
 - remove products from contract updates
 - request additional discounts for new or existing products

(continued)

**State of New York
Office of General Services
NEW YORK STATE PROCUREMENT
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and-or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____
 Address: _____ Title: _____
 _____ Date: _____
 _____ Phone: _____
 _____ E-mail: _____

Please detach or photocopy this form & return by mail, email or fax to:

OGS NEW YORK STATE PROCUREMENT
 Customer Services
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242

customer.services@ogs.ny.gov

FAX No. 518-474-2437
 * * * * *

New York State Office of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 19745

DATE: October 10, 2012

GROUP: 38232 – Hazardous Incident Response
Equipment

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Melissa Gretten
Purchasing Officer
(518) 473-2010
melissa.gretten@ogs.ny.gov

CONTRACT PERIOD: September 2, 2005 to
May 31, 2015

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: Elsag North America, LLC

CONTRACT NO.: PC62119

SUBJECT: Contract Pricelist Update

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please note the following revisions to the HIRE contact:

Contractor Name	Contract Number	Comments
Elsag North America, LLC	PC62119	HIRE Pricelist Update (March 2012) Effective 10/3/12

Revised pricelists may include additions, deletions or increases. The complete approved price lists are available on the web:

<http://www.ogs.ny.gov/purchase/spg/pdfdocs/3823219745Price.htm>

Please direct communications pertaining to the above referenced contracts to the PSG purchasing officer listed above.

All terms and conditions of the current contract remain unchanged.

19745p311.docx/T13nmr

New York State Office of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 19745

DATE: December 1, 2011

GROUP: 38232 – HAZARDOUS INCIDENT
RESPONSE EQUIPMENT

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Karen Fowler
Purchasing Team Leader
(518) 473-9441
karen.fowler@ogs.ny.gov

CONTRACT PERIOD: September 2, 2005 to
May 31, 2015

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTORS/ All
CONTRACT NOS.: All

SUBJECT: Change in How to Use the Contracts (OSC Prior Approval Required)
Cap on Covered Items (\$200,000)

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effectively immediately, the following changes in How to Use the Contract apply:

When a NYS Agency plans to make a purchase from this contract where a single items value is more than \$50,000 ***prior approval by OSC will be required.*** In submitting a purchase order to OSC for prior approval the authorized user must:

- Ensure that the commodities being acquired meet their form, function and utility needs;
- Document and justify the selection of the vendor;
- Document and justify the reasonableness of the price to be paid;
- Comply with the agency's internal policies and procedures

The basis for selection among multiple contracts at the time of purchase shall be the most economical alternative that meets form, function, and utility unless there are overriding practical issues, and should be in the best interests of the States, taking into consideration:

- Form, function and utility needs of the purchaser
- Price
- Overhead associated with storage and inventory of the goods
- Note that construction costs to prepare for installation are not covered in this award

1. These contracts are not limited to authorized equipment only. If using Federal Homeland Defense funds or Law Enforcement Terrorism Prevention Federal Grant monies end-users should check to be sure equipment they wish to purchase under this contract is authorized. End-users must notify the vendor at time of ordering (place information on Purchase Order) that these funds or grant monies are being used. This is required to enable vendors to meet Federal grant tracking requirements.
2. If you are purchasing a large volume of a specific piece of equipment or costly item and know the manufacturer of the product, please access the manufacturer line spreadsheet See Summary page at <http://www.ogs.ny.gov/purchase/spg/pdfdocs/3823219745ME.pdf>. This sheet lists manufacturers offered on this contract and the vendors carrying them. Obtain pricing from as many vendors as possible and compare. It is strongly recommended that contract users seek pricing from more than one contractor especially if they are purchasing large amounts of goods or high dollar amount items
3. If you do not have a specific manufacturer item in mind, please see the Category Matrix at <http://www.ogs.ny.gov/purchase/spg/pdfdocs/3823219745MX.pdf> which lists the types of equipment that may be offered by vendors for a list of contractors and equipment categories offered.
4. A price list is included in this award for each vendor so that you may check pricing. Select vendors offering the type of equipment you wish to purchase. Contact selected contractor and ask if pricing can be improved.
5. Choose the most cost effective option meeting your needs; document your choice for the procurement record and proceed with the purchase.
6. In case of emergency please follow your agency's emergency procedures.

Also effectively immediately, users may no longer purchase any item with a value greater than \$200,000 and all such items will be removed from the contracts. No new items of that value or greater will be added for the remainder of the contract term.

In addition to updating the pricelists, we have also updated our manufacturers list, contract use information, ordering contact information and included NYS Vendor Numbers for all contractors and a matrix that illustrates which equipment categories are covered by each contractor.

All other pricing, discounts, terms and conditions of the current contract remain unchanged.

Please direct communications pertaining to the above referenced contract to the PSG Associate listed above.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 19745

DATE: July 15, 2010

GROUP: 38232 – HAZARDOUS INCIDENT
RESPONSE EQUIPMENT

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Sue Wolslegel
Purchasing Officer I
(518) 473-9441
susan.wolslegel@ogs.state.ny.us

CONTRACT PERIOD: September 2, 2005 to
Extended to: May 31, 2015

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ As listed below

CONTRACT NO.: As listed below

SUBJECT: CONTRACT RENEWAL

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

There are three separate tables below. The first table lists the contractors that have been renewed for an additional five year period and now have an expiration date of May 31, 2015. The second table lists the contracts that are still under consideration. The third table lists the contracts that are not going to be renewed and will expire May 31, 2010.

The following contracts have been renewed for an additional five years, that is, until May 31, 2015:

Contract #	Contractors Renewing	Contract Expiration
PC61998	308 SYSTEMS, INC.	May 31, 2015
PC64412	AARDVARK TACTICAL, INC.	May 31, 2015
PC64211	ADAMS ELECTRONICS, INC	May 31, 2015
PC61961	ADS, INC	May 31, 2015
PC62515	ADVANCED CONTAINMENT SYSTEMS, INC	May 31, 2015
PC62198	AHURA SCIENTIFIC, INC.	May 31, 2015
PC64079	AMERICAN INNOVATIONS, INC	May 31, 2015
PC63040	AMRON INTERNATIONAL DIVING SUPPLY, INC.	May 31, 2015
PC61962	ARAMSCO, INC.	May 31, 2015
PC62116	ARROW - TECH, INC.	May 31, 2015
PC62199	ATLANTIC NUCLEAR CORP.	May 31, 2015
PC62117	B-LANN EQUIPMENT CO., INC	May 31, 2015
PC64632	THE BASSETT SALES CORP	May 31, 2015

Contract #	Contractors Renewing Continued	Contract Expiration
PC62003	BETTER POWER, INC. d/b/a Prosperity Lighting	May 31, 2015
PC64212	BRUNSWICK COMMERCIAL & GOVERNMENT PRODUCTS	May 31, 2015
PC62312	BUFFALO COMPUTER GRAPHICS	May 31, 2015
PC64413	DIGITAL ALLY, INC.	May 31, 2015
PC62786	CONTROL SCREENING LLC	May 31, 2015
PC63111	DIVAL SAFETY EQUIPMENT INC.	May 31, 2015
PC63519	E.D. BULLARD COMPANY	May 31, 2015
PC62119	ELSAG NA, LLC	May 31, 2015
PC62000	FARBER SPECIALTY VEHICLES	May 31, 2015
PC62200	FERNO WASHINGTON, INC.	May 31, 2015
PC61963	FIRST LINE TECHNOLOGY, LLC	May 31, 2015
PC61964	FISHER SCIENTIFIC CO. LLC	May 31, 2015
PC63613	FLOAT TECH, INC.	May 31, 2015
PC64633	GENERAL ATOMICS ELECTRONIC SYSTEMS, INC.	May 31, 2015
PC62001	GLOBAL PROTECTION USA, INC (1)	May 31, 2015
PC62201	GEOMET TECHNOLOGIES, LLC	May 31, 2015
PC62314	GOVERNMENT SCIENTIFIC SOURCE	May 31, 2015
PC62202	GUARD LINE FIRE & SAFETY, INC	May 31, 2015
PC63954	HI-TECH FIRE & SAFETY, INC.	May 31, 2015
PC62203	LAERDAL MEDICAL CORP.	May 31, 2015
PC61965	LAURUS SYSTEMS, INC.	May 31, 2015
PC62843	LDV, INC	May 31, 2015
PC62795	LENCO INDUSTRIES, INC.	May 31, 2015
PC63767	LINSTAR, INC.	May 31, 2015
PC61966	MAR - VEL INTERNATIONAL, INC	May 31, 2015
PC62787	MBF INDUSTRIES	May 31, 2015
PC63955	MUNICIPAL EMERGENCY SERVICES	May 31, 2015
PC62205	NABCO, INC.	May 31, 2015
PC63615	OHD, LLC	May 31, 2015
PC62002	PINE ENVIRONMENTAL SERVICES, INC. (2)	May 31, 2015
PC63041	PIPS TECHNOLOGY, INC.	May 31, 2015
PC62316	PROMARK INTERNATIONAL, INC.	May 31, 2015
PC61968	RAE SYSTEMS, INC	May 31, 2015
PC62004	RAPISCAN SYSTEMS, INC.	May 31, 2015
PC63768	REMOTECH, INC. SUBSIDIARY OF NORTHROP GRUMMAN CORP.	May 31, 2015
PC62120	SAFEWARE, INC	May 31, 2015
PC62121	SCIENCE APPLICATIONS INTERNATIONAL CORP. (SAIC)	May 31, 2015
PC64789	SCOTT TECHNOLOGIES, INC. d/b/a Scott Health & Safety	May 31, 2015
PC62007	SMITHS DETECTION, INC.	May 31, 2015
PC64214	SOURCE ONE DISTRIBUTORS, INC.	May 31, 2015
PC63957	STRATEGIC RESPONSE INITIATIVES, LLC	May 31, 2015
PC63616	SURVIVAL ARMOR, INC	May 31, 2015
PC63520	TACTICAL & SURVIVAL SPECIALTIES, INC.	May 31, 2015
PC62008	THERMO EBERLINE d/b/a ThermoFisher Scientific	May 31, 2015
PC62317	TOUGH TRAVELER LTD	May 31, 2015
PC62206	TSI INCORPORATED	May 31, 2015
PC61970	VWR INTERNATIONAL	May 31, 2015

Contract #	Contractors Renewing Continued	Contract Expiration
PC63953	W.W. GRAINGER, INC	May 31, 2015
PC62207	THE YODOCK WALL CO., INC.	May 31, 2015
PC63617	ZISTOS CORPORATION	May 31, 2015

The following contract is pending at this time:

Contract #	Contractors Pending	Contract Expiration
PC63112	HAGEMEYER	Pending

The following contracts are not being renewed and will expire on May 31, 2010:

Contract #	Contractors	Expiring
PC62197	AGILENT TECHNOLOGIES, INC.	May 31, 2010
PC63952	AIRBOSS-DEFENSE	May 31, 2010
PC62842	ANBEX, INC	May 31, 2010
PC61999	BIOMARINE NTRON, INC.	May 31, 2010
PC63614	G2 TACTICS, INC	May 31, 2010
PC62313	GLOBAL BAY MOBILE TECHNOLOGIES	May 31, 2010
PC62315	INTERMETRO INDUSTRIES	May 31, 2010
PC64213	JOHN DEERE COMPANY	May 31, 2010
PC62517	LAWMEN SUPPLY COMPANY OF NJ, INC.	May 31, 2010
PC62204	MINE SAFETY APPLIANCES CO.	May 31, 2010
PC63956	PEAK BEAM SYSTEMS, INC.	May 31, 2010
PC64415	PLATESCAN, INC.	May 31, 2010
PC62516	CANBERRA INDUSTRIES, INC	May 31, 2010
PC62005	SCANNA MSC, INC	May 31, 2010
PC62518	TRICON ENVIRONMENTAL, INC.	May 31, 2010

(1) Global Protection, LLC has changed its name to Global Protection USA, Inc. and has a new FEIN 20-3495467.

(2) Pine Environmental has a new FEIN 26-0116297

With this renewal there have been many changes for individuals to be contacted when placing orders. Please review the contract award Notification (CAN) before contacting contractors to ensure correct person is contacted.

All information is available on the web at:

<http://www.ogs.state.ny.us/purchase/spg/awards/3823219745CAN.HTM>

Please direct communications pertaining to the above referenced contract to the Purchasing Officer listed above.

All other pricing, discounts, terms and conditions of the current contract remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 19745

DATE: February 17, 2010

GROUP: 38232 – HAZARDOUS INCIDENT
RESPONSE EQUIPMENT

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Sue Wolslegel
Purchasing Officer I
(518) 473-9441
susan.wolslegel@ogs.state.ny.us

CONTRACT PERIOD: September 2, 2005 to
May 31, 2010

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Remington Elsas
CONTRACT NO.: PC62119

SUBJECT: CHANGES IN ADDRESS AND COMPANY NAME

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Remington Elsas has had the following changes in company name and address:

REMINGTON ELSAG LAW ENFORCEMENT SYSTEMS, LLC is now changed to:

ELSAG, NORTH AMERICA
205-H Creek Ridge Road
Greensboro, NC 27406
Phone number: 866-967-4900
845/278-5425
Fax number: 845-278-5428
Web Site: www.elsagna.com

All other contract pricing, terms, conditions and contact information remains unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 19745

DATE: April 24, 2006

GROUP: 38232 – HAZARDOUS INCIDENT
RESPONSE EQUIPMENT

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Sue Wolslegel
Purchasing Officer I
(518) 473-9441
susan.wolslegel@ogs.state.ny.us

CONTRACT PERIOD: September 2, 2005 to
May 31, 2010

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTORS/

CONTRACT NOS.: All contract vendors under this award

SUBJECT: SHIPPING OUTSIDE OF CONTIGUOUS 48 STATES

TO ALL CONTRACT VENDORS AND END-USERS AUTHORIZED TO USE THESE MULTI-STATE CONTRACTS:

There is a change in the shipping terms and conditions to areas outside of the 48 contiguous United States.

Contract pricing : Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State (or for those vendors electing to participate in a multi-state contract any point within the participating States) as designated by the ordering agency including tailgate delivery, unless otherwise noted in the contract award.

EXCEPTION:

For those items shipped outside the 48 contiguous States, on which there are extraordinary freight charges that cannot reasonably be covered by the contract price, vendors may negotiate with those non-contiguous States regarding delivery terms and charges.

Shipping is to be FOB Destination 48 states, Washington DC and point of exportation for Alaska, Hawaii, Puerto Rico, etc. for shipments outside the 48 contiguous states.

It will be the responsibility of the vendors and the member State that is outside the contiguous 48 States, to negotiate fair shipping terms and charges. Shipping must be FOB destination to a shipping point within the contiguous 48 States. This location must be agreed to by the vendor and the negotiating State. From that point shipping terms, charges and conditions should be negotiated with the end-user. The State must be notified in advance of the possible shipping charges and agree to the final contract price and arrangements.

All other pricing, terms and conditions remain unchanged.

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Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 19745

DATE: September 12, 2005

GROUP: 38232 – HAZARDOUS INCIDENT
RESPONSE EQUIPMENT

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Sue Wolslegel
Purchasing Officer I
(518) 473-9441
susan.wolslegel@ogs.state.ny.us

CONTRACT PERIOD: September 2, 2005 to
May 31, 2010

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

**CONTRACTORS/
CONTRACT NOS.:**

ADS, INC./PC61961
ARAMSCO, INC./PC61962
FIRST LINE TECHNOLOGY, LLC/PC61963
FISHER SCIENTIFIC CO. LLC/PC61964
LAURUS SYSTEMS, INC./PC61965
MAR-VEL INTERNATIONAL, INC./PC61966
MELBOURNE VENTURE GROUP LLC. d/b/a MAJOR INCIDENT RESPONSE/PC61967
RAE SYSTEMS, INC./PC61968
SAFETY SYSTEMS CORP./PC61969
VWR INTERNATIONAL/PC61970

SUBJECT: HAZARDOUS INCIDENT RESPONSE EQUIPMENT (HIRE) OVERVIEW

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The first in a series of awards for equipment to meet Domestic Preparedness needs has been issued. The National Association of State Purchasing Officers (NASPO) and New York State (NYS) are pleased to announce that the NASPO/NYS contract for Hazardous Incident Response Equipment (HIRE), in which NYS is the lead procurement state, is now available.

The contracts are located on the OGS web site at:

<http://www.ogs.state.ny.us/purchase/spg/awards/3823219745CAN.HTM>

In addition to this link, anyone may access the contract by going to the OGS web site at: <http://www.ogs.state.ny.us> and after clicking on "Procurement Contracting Services" simply enter the Group No. 38232 , Award 19745 under "Search Contracts."

(continued)







When you go to the contract on the web you will see the page below. Let me explain briefly how we have attempted to set the contract up to facilitate your use.

The link to "Contract Use Information" provides an over view of how purchasers should buy off the contract and should be the first item you read.

The link to "Pricing Information" has each awarded vendor listed. By clicking on the vendor of choice, you will be brought to the complete price book for that vendor which shows the list price, the discount off the list price and the net price for the particular item. All pricing is inclusive of any administrative fees. **As with any catalog type contract, purchasers are strongly encouraged to shop among the multiple contractors and to seek deeper discounts when ordering in volume.**

The link for "Manufacturer Lines" is intended to facilitate shopping. For example, if a purchaser needs a 3M product, the "Manufacturer Lines" link will let the purchaser know which contractors carry 3M to facilitate shopping among the contractors, so you don't have to examine every contract and every price list.

The link for "Certified Equipment" is to show which equipment on the contract has been tested and meets appropriate industry standards that have been set by the government or other professional organizations such as NFPA- National Fire Prevention Association, UL - Underwriters lab, etc. Please note that there may be certified equipment carried by a particular vendor that is not listed. For questions regarding the procurement of equipment certified under the Office of Domestic Preparedness grant guidelines please refer to the Responder Knowledge Base website; <http://www2.rkb.mipt.org/>

Hazardous Incident Response Equipment (HIRE) (Statewide)	
Award Document 	Contract Period: September 02, 2005 - May 31, 2010
	Group: 38232 Award: 19745
	Use of Contracts: All State Agencies and Political Subdivisions
Pricing Information 	Purchasing Officer: Sue Wolslegel
Certified Equipment 	Telephone: (518) 473-9441 Fax: (518) 474-5052
Manufacturers 	E-mail Address: susan.wolslegel@ogs.state.ny.us
Terms & Conditions 	Contract Issued: September 02, 2005
Contract Use Information 	Contract Updated: None
Customer Service	
Description: NYS/NASPO multiple award contracts for a broad spectrum of domestic preparedness equipment. This is a partial award notice-complete Level One Contractors and complete Level Two Contractors (that have been expedited at the request of the NYS Weapons of Mass Destruction Task Force) are included in this initial award notice. Other offers are being reviewed and will be awarded as soon as possible.	
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110049	RADAR TRAILER CONVERSION KIT (110049)	ELSAG	110049	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$48,353.85	35.00%	\$31,430.00
110072	XPH-900 LUGG SPLIT 2 Camera (110072)	ELSAG	110072	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$32,615.38	35.00%	\$21,200.00
110073	XPH-900 LUGG SPLIT 3 Camera (110073)	ELSAG	110073	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$38,084.62	35.00%	\$24,755.00
110102	MPH-900 Tool Box - 35 Deg Sm (110102)	ELSAG	110102	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$44,538.46	35.00%	\$28,950.00
110114	DST-1000 - Deployable Surveillance Trailer (110114)	ELSAG	110114	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$72,300.00	35.00%	\$46,995.00
110118	DRT-1000 (110118)	ELSAG	110118	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$30,730.77	35.00%	\$19,975.00
110122	Covert Pole Camera (110122)	ELSAG	110122	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$29,223.08	35.00%	\$18,995.00
110125	MPH-900 SP2 COVERT TRAILBLAZER (110125)	ELSAG	110125	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$25,153.85	35.00%	\$16,350.00
110133	Radar Trailer-AD3S (110133)	ELSAG	110133	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$49,230.77	35.00%	\$32,000.00
120027	AIO Camera (120027)	ELSAG	120027	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$25,215.38	35.00%	\$16,390.00
210003	Engineering Days(210003)	ELSAG	210003	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,923.08	35.00%	\$1,250.00
210005	Hourly Engineering Support (210005)	ELSAG	210005	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$240.38	35.00%	\$156.25
210018	Covert Application Development Days (210018)	ELSAG	210018	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,923.08	35.00%	\$1,250.00
210019	Remote Installation (210019)	ELSAG	210019	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$2,076.92	35.00%	\$1,350.00
210020	Daily Onsite Installation Fee (210020)	ELSAG	210020	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,923.08	35.00%	\$1,250.00
210022	ELSAG Operations Center (EOC) Initial Configuration (210022)	ELSAG	210022	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,923.08	35.00%	\$1,250.00
210023	Installation and Engineering Support Daily Fee (210023)	ELSAG	210023	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,923.08	35.00%	\$1,250.00
210025	ELSAG Operations Center (EOC) Additional Configuration Packet (210025)	ELSAG	210025	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$307.69	35.00%	\$200.00
410008	PUMA Power (410008)	ELSAG	410008	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$153.85	35.00%	\$100.00
410161	External USB (410161)	ELSAG	410161	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$21.54	35.00%	\$14.00
410318	AD-MU Ethernet Cable - 25' ft (410318)	ELSAG	410318	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$176.92	35.00%	\$115.00
410052	Ethernet Cable (410052)	ELSAG	410052	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$46.15	35.00%	\$30.00
410322	EOC License Fee (410322)	ELSAG	410322	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,961.54	35.00%	\$1,275.00
410362	AD3M Trans Power Cable (410362)	ELSAG	410362	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$192.31	35.00%	\$125.00

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410395	Cable 15ft FG Pigtail (410395)	ELSAG	410395	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$484.62	35.00%	\$315.00
410923	ADM3 Split Trnsptble Cable 16' (410923)	ELSAG	410923	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$667.57	35.00%	\$433.92
410976	Split Transportable Power Cable (410976)	ELSAG	410976	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$192.31	35.00%	\$125.00
411128	AD3 Split Trunk Mount LH Cable (411128)	ELSAG	411128	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$699.53	35.00%	\$454.69
411129	25 Ft. Split Transportable Cable (411129)	ELSAG	411129	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$804.73	35.00%	\$523.07
411130	AD3 Split Trunk Mount RH Cable (411130)	ELSAG	411130	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$691.66	35.00%	\$449.58
411246	AD3 Split w/LP 16' Perm Cable (411246)	ELSAG	411246	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$839.08	35.00%	\$545.40
411336	AD3 Split cam cbl low prof 25ft (411336)	ELSAG	411336	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$956.89	35.00%	\$621.98
411450	Split Cam Trns w/90 16ft cable (411450)	ELSAG	411450	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$856.92	35.00%	\$557.00
411514	Split Trans Cam Cable 16ft w/PT (411514)	ELSAG	411514	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$654.02	35.00%	\$425.12
411573	AD3 Split Trns Cable 2ft (411573)	ELSAG	411573	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$422.49	35.00%	\$274.62
411574	AD3 Split Trns Cable 18in (411574)	ELSAG	411574	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$414.64	35.00%	\$269.52
411674	Cable Perm Split LP 10ft (411674)	ELSAG	411674	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$657.63	35.00%	\$427.46
411756	Spl Cable - 2ft w/90 Deg Ends (411756)	ELSAG	411756	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$636.98	35.00%	\$414.04
420065	ADM3 Clicker Mount - Crown Vic (420065)	ELSAG	420065	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,023.08	35.00%	\$665.00
420073	ADM3 Clicker Mount - Impala (420073)	ELSAG	420073	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,023.08	35.00%	\$665.00
420074	ADM3 Clicker Mount - Charger (420074)	ELSAG	420074	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,023.08	35.00%	\$665.00
420075	ADM3 Magnet Mount (420075)	ELSAG	420075	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$200.00	35.00%	\$130.00
421137	Split Camera Bracket Sub Assy (421137)	ELSAG	421137	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$49.23	35.00%	\$32.00
421327	Mtg Asm Lt Bar Whelen (421327)	ELSAG	421327	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$369.23	35.00%	\$240.00
421332	Fixed Camera 35mm (421332)	ELSAG	421332	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$13,769.23	35.00%	\$8,950.00
421354	Fixed Camera 50mm (421354)	ELSAG	421354	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$13,769.23	35.00%	\$8,950.00
421374	Fixed Camera 50mm (421374)	ELSAG	421374	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$13,769.23	35.00%	\$8,950.00
421415	Hi Res Fixed Camera 25/35mm 880 (421415)	ELSAG	421415	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$13,769.23	35.00%	\$8,950.00

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421470	Fixed Camera 50mm (421470)	ELSAG	421470	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$13,769.23	35.00%	\$8,950.00
421536	AD3-FHY CAM, 25MM (421536)	ELSAG	421536	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$13,769.23	35.00%	\$8,950.00
421537	AD3-FHY CAM, 35MM (421537)	ELSAG	421537	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$13,769.23	35.00%	\$8,950.00
421538	AD3-FHY CAM, 50MM (421538)	ELSAG	421538	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$13,769.23	35.00%	\$8,950.00
421541	AD3-FHY CAM, 50MM (421541)	ELSAG	421541	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$13,769.23	35.00%	\$8,950.00
421554	Hi Res Fixed Camera 25/35mm 740 (421554)	ELSAG	421554	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$13,769.23	35.00%	\$8,950.00
421586	MULTI-MOUNT, 1 CAM (421586)	ELSAG	421586	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$869.23	35.00%	\$630.00
520002	+1 Year Additional Hardware or Software Warranty at time of purchase	ELSAG	520002	Terrorism Incident Prevention Equip	35% LPR Discount	Each	10.00%	There is no discount for the warranty cost because it is percentage based on the cost of goods. When the cost of goods is discounted, so too becomes the price of the warranty because it is a percentage	10.00%
520003	+2 Years Additional Hardware or Software Warranty at time of purchase	ELSAG	520003	Terrorism Incident Prevention Equip	35% LPR Discount	Each	20.00%	There is no discount for the warranty cost because it is percentage based on the cost of goods. When the cost of goods is discounted, so too becomes the price of the warranty because it is a percentage	20.00%

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520004	+3 Years Additional Hardware or Software Warranty at time of purchase	ELSAG	520004	Terrorism Incident Prevention Equip	35% LPR Discount	Each	30.00%	There is no discount for the warranty cost because it is percentage based on the cost of goods. When the cost of goods is discounted, so too becomes the price of the warranty because it is a percentage	30.00%
520108	TOC (520108)	ELSAG	520108	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,500.00	35.00%	\$975.00
520109	+1 Year Additional Hardware or Software Warranty 2-12 month (520109)	ELSAG	520109	Terrorism Incident Prevention Equip	35% LPR Discount	Each	13.00%	There is no discount for the warranty cost because it is percentage based on the cost of goods. When the cost of goods is discounted, so too becomes the price of the warranty because it is a percentage	13.00%

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520110	+2 years Additional Hardware or Software Warranty 2-12 month (520110)	ELSAG	520110	Terrorism Incident Prevention Equip	35% LPR Discount	Each	26.00%	There is no discount for the warranty cost because it is percentage based on the cost of goods. When the cost of goods is discounted, so too becomes the price of the warranty because it is a percentage	26.00%
520111	+3 years Additional Hardware or Software Warranty 2-12 month (520111)	ELSAG	520111	Terrorism Incident Prevention Equip	35% LPR Discount	Each	41.00%	There is no discount for the warranty cost because it is percentage based on the cost of goods. When the cost of goods is discounted, so too becomes the price of the warranty because it is a percentage	41.00%

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520112	+1 Year Additional Hardware or Software Warranty 13-24 month (520112)	ELSAG	520112	Terrorism Incident Prevention Equip	35% LPR Discount	Each	15.00%	There is no discount for the warranty cost because it is percentage based on the cost of goods. When the cost of goods is discounted, so too becomes the price of the warranty because it is a percentage	15.00%
520113	+2 Years Additional Hardware or Software Warranty 13-24 month (520113)	ELSAG	520113	Terrorism Incident Prevention Equip	35% LPR Discount	Each	30.00%	There is no discount for the warranty cost because it is percentage based on the cost of goods. When the cost of goods is discounted, so too becomes the price of the warranty because it is a percentage	30.00%

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520114	+3 Years Additional Hardware or Software Warranty 13-24 month (520114)	ELSAG	520114	Terrorism Incident Prevention Equip	35% LPR Discount	Each	50.00%	There is no discount for the warranty cost because it is percentage based on the cost of goods. When the cost of goods is discounted, so too becomes the price of the warranty because it is a percentage	50.00%
520115	+1 Year Additional Hardware or Software Warranty 25-36 month (520115)	ELSAG	520115	Terrorism Incident Prevention Equip	35% LPR Discount	Each	30.00%	There is no discount for the warranty cost because it is percentage based on the cost of goods. When the cost of goods is discounted, so too becomes the price of the warranty because it is a percentage	30.00%

520116	+2 Years Additional Hardware or Software Warranty 25-36 month (520116)	ELSAG	520116	Terrorism Incident Prevention Equip	35% LPR Discount	Each	50.00%	There is no discount for the warranty cost because it is percentage based on the cost of goods. When the cost of goods is discounted, so too becomes the price of the warranty because it is a percentage.	50.00%
520121	Custom Designed Products Warranty in addition to the standard warranty price (520121)	ELSAG	520121	Terrorism Incident Prevention Equip	35% LPR Discount	Each	4.00%	There is no discount for the warranty cost because it is percentage based on the cost of goods. When the cost of goods is discounted, so too becomes the price of the warranty because it is a percentage.	4.00%

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520122	Gold Warranty Option additional for (520122)	ELSAG	520122	Terrorism Incident Prevention Equip	35% LPR Discount	Each	10.00%	There is no discount for the warranty cost because it is percentage based on the cost of goods. When the cost of goods is discounted, so too becomes the price of the warranty because it is a percentage	10.00%
520124	Hourly Hardware Repair Support (520124)	ELSAG	520124	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$110.77	35.00%	\$72.00
520125	Annual Warranty Payment Fee additional to client who select not to pay for warranties up front. (520125)	ELSAG	520125	Terrorism Incident Prevention Equip	35% LPR Discount	Each	2.00%	35.00%	2.00%
520130	Software Updates and Helpdesk Support Warranty (520130)	ELSAG	520130	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$769.23	35.00%	\$500.00
410300AR	CAM 16mm ADM3 - REP (410300AR)	ELSAG	410300AR	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$13,769.23	35.00%	\$8,950.00
410301AR	CAM 25mm ADM3 - REP (410301AR)	ELSAG	410301AR	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$13,769.23	35.00%	\$8,950.00
410395-10	Cable 10ft FG Pigtail (410395-10)	ELSAG	410395-10	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$430.77	35.00%	\$280.00
410395-100	Cable 100ft FG Pigtail (410395-100)	ELSAG	410395-100	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,369.23	35.00%	\$890.00
410395-115	Cable 115ft FG Pigtail (410395-115)	ELSAG	410395-115	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,530.77	35.00%	\$995.00
410395-125	Cable 125ft FG Pigtail (410395-125)	ELSAG	410395-125	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,638.46	35.00%	\$1,065.00
410395-130	Cable 130ft FG Pigtail (410395-130)	ELSAG	410395-130	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,684.62	35.00%	\$1,095.00
410395-150	Cable 150ft FG Pigtail (410395-150)	ELSAG	410395-150	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,900.00	35.00%	\$1,235.00
410395-155	Cable 155ft FG Pigtail (410395-155)	ELSAG	410395-155	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,953.85	35.00%	\$1,270.00
410395-16	Cable 16ft FG Pigtail (410395-16)	ELSAG	410395-16	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$461.54	35.00%	\$300.00
410395-175	Cable 175ft FG Pigtail (410395-175)	ELSAG	410395-175	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$2,123.08	35.00%	\$1,380.00
410395-190	Cable 190ft FG Pigtail (410395-190)	ELSAG	410395-190	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$2,315.38	35.00%	\$1,505.00
410395-195	Cable 195ft FG Pigtail (410395-195)	ELSAG	410395-195	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$2,330.77	35.00%	\$1,515.00

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410395-20	Cable 20 ft FG Pigtail (410395-20)	ELSAG	410395-20	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$538.46	35.00%	\$350.00
410395-200	Cable 200ft FG Pigtail (410395-200)	ELSAG	410395-200	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$2,384.62	35.00%	\$1,550.00
410395-210	Cable 210ft FG Pigtail (410395-210)	ELSAG	410395-210	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$2,523.08	35.00%	\$1,640.00
410395-25	Cable 25ft FG Pigtail (410395-25)	ELSAG	410395-25	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$584.62	35.00%	\$380.00
410395-250	Cable 250ft FG Pigtail (410395-250)	ELSAG	410395-250	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$2,946.15	35.00%	\$1,915.00
410395-255	Cable 255ft FG Pigtail (410395-255)	ELSAG	410395-255	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$2,961.54	35.00%	\$1,925.00
410395-34.5	Cable 34.5ft (10.5m)FG Pigtail (410395-34.5)	ELSAG	410395-34.5	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$692.31	35.00%	\$450.00
410395-35	Cable 35ft FG Pigtail (410395-35)	ELSAG	410395-35	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$692.31	35.00%	\$450.00
410395-40	Cable 40ft FG Pigtail (410395-40)	ELSAG	410395-40	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$746.15	35.00%	\$485.00
410395-45	Cable 45ft FG Pigtail (410395-45)	ELSAG	410395-45	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$800.00	35.00%	\$520.00
410395-45.9	Cable 45.9ft (14m) FG Pigtail (410395-45.9)	ELSAG	410395-45.9	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$807.69	35.00%	\$525.00
410395-46	Cable 46ft FG Pigtail (410395-46)	ELSAG	410395-46	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$807.69	35.00%	\$525.00
410395-5	Cable 5ft FG Pigtail (410395-5)	ELSAG	410395-5	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$376.92	35.00%	\$245.00
410395-50	Cable 50ft FG Pigtail (410395-50)	ELSAG	410395-50	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$846.15	35.00%	\$550.00
410395-57.4	Cable 57.4ft (17.5m)FG Pigtail (410395-57.4)	ELSAG	410395-57.4	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$930.77	35.00%	\$605.00
410395-58	Cable 58ft FG Pigtail (410395-58)	ELSAG	410395-58	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$930.77	35.00%	\$605.00
410395-65	Cable 65ft FG Pigtail (410395-65)	ELSAG	410395-65	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,007.69	35.00%	\$655.00
410395-70	Cable 70ft FG Pigtail (410395-70)	ELSAG	410395-70	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,061.54	35.00%	\$690.00
410395-72	Cable 72ft FG Pigtail (410395-72)	ELSAG	410395-72	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,046.15	35.00%	\$680.00
410395-72.2	Cable 72.2ft (22m) FG Pigtail (410395-72.2)	ELSAG	410395-72.2	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,092.31	35.00%	\$710.00
410395-75	Cable 75ft FG Pigtail (410395-75)	ELSAG	410395-75	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,076.92	35.00%	\$700.00
410395-8	Cable 8ft Pigtail (410395-8)	ELSAG	410395-8	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$407.69	35.00%	\$265.00
410395-80	Cable 80ft FG Pigtail (410395-80)	ELSAG	410395-80	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,130.77	35.00%	\$735.00
410395-85	Cable 85ft FG Pigtail (410395-85)	ELSAG	410395-85	Terrorism Incident Prevention Equip	35% LPR Discount	Each	\$1,215.38	35.00%	\$790.00

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IMC-2	Yakima Rack Adapter (customer supplied Yakima car rack) for fixed vehicle mounting	Immersive Media	IMC-2	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$625.00	3.00%	\$606.25
IMC-3	Suction Cup Mount for rapid vehicle mounting	Immersive Media	IMC-3	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$845.00	3.00%	\$819.65
IMC-4	Universal mount block - for various mounting applications	Immersive Media	IMC-4	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$300.00	3.00%	\$291.00
IMC-5	Riser/Tripod - for all vehicle mounts	Immersive Media	IMC-5	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$1,000.00	3.00%	\$970.00
	BackPack Accessories								
IMC-6	MicroOptical HMD - mobile viewer for Backpck	MicrOptic	IMC-6	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$2,200.00	3.00%	\$2,134.00
IMC-7	Backpack	Immersive Media	IMC-7	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$3,500.00	3.00%	\$3,395.00
IMC-8	Battery	Immersive Media	IMC-8	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$650.00	3.00%	\$630.50
IMC-9	Battery Charger	Immersive Media	IMC-9	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$600.00	3.00%	\$582.00
IMC-10	Pole Mount	Immersive Media	IMC-10	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$200.00	3.00%	\$194.00
IMC-11	Custom Boom Pole	Immersive Media	IMC-11	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$995.00	3.00%	\$965.15
IMC-12	ImersiMap Building Navigator	ImmersiMap	IMC-12	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$43,250.00	3.00%	\$41,952.50
	Camera Accessories								
IMC-13	Hard Drives (320 GB) with Carrier	Immersive Media	IMC-13	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$499.00	3.00%	\$484.03
IMC-14	Tote Vision Monitor	ToteVision	IMC-14	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$550.00	3.00%	\$533.50
IMC-15	Travel Case (carry on)	Immersive Media	IMC-15	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$325.00	3.00%	\$315.25
IMC-16	Travel Case (checked)	Immersive Media	IMC-16	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$450.00	3.00%	\$436.50
IMC-17	Worldview Card	Immersive Media	IMC-17	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$8,500.00	3.00%	\$8,245.00
IMC-18	ImmersiViewer Card	Immersive Media	IMC-18	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$8,500.00	3.00%	\$8,245.00
	Software								
IMC-19	ArcGIS(R) Extension	Immersive Media	IMC-19	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$1,500.00	3.00%	\$1,455.00
IMC-20	IMC Post Production Suite and IMViewer	Immersive Media	IMC-20	Terrorism Incident Prevention Equip	Immersive Media Discount	Each	\$17,995.00	3.00%	\$17,455.15
	Data Licenses								
	In City Geo- Immersive Video Rates:			Terrorism Incident Prevention Equip	Immersive Media Discount				
IMC-23	3 Frames Per Second	Immersive Media	IMC-23	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile	\$150.00	3.00%	\$145.50
IMC-23A	3 Frames Per Second	Immersive Media	IMC-23A	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile	\$100.00	3.00%	\$97.00

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IMC-23B	3 Frames Per Second	Immersive Media	IMC-23B	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 100-999	\$75.00	3.00%	\$72.75
IMC-23C	3 Frames Per Second	Immersive Media	IMC-23C	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 1000+	\$50.00	3.00%	\$48.50
IMC-24	10 Frames Per Second	Immersive Media	IMC-24	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile	\$375.00	3.00%	\$363.75
IMC-24A	10 Frames Per Second	Immersive Media	IMC-24A	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 10 - 99	\$300.00	3.00%	\$291.00
IMC-24B	10 Frames Per Second	Immersive Media	IMC-24B	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 100-999	\$200.00	3.00%	\$194.00
IMC-24C	10 Frames Per Second	Immersive Media	IMC-24C	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 1000+	\$125.00	3.00%	\$121.25
IMC-25	30 Frames Per Second	Immersive Media	IMC-25	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile	\$600.00	3.00%	\$582.00
IMC-25A	30 Frames Per Second	Immersive Media	IMC-25A	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 10 - 99	\$450.00	3.00%	\$436.50
IMC-25B	30 Frames Per Second	Immersive Media	IMC-25B	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 100-999	\$300.00	3.00%	\$291.00
IMC-25C	30 Frames Per Second	Immersive Media	IMC-25C	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 1000+	\$175.00	3.00%	\$169.75
Highway Geo- Immersive Video Rates:									
IMC-26	3 Frames Per Second	Immersive Media	IMC-26	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile	\$100.00	3.00%	\$97.00
IMC-26A	3 Frames Per Second	Immersive Media	IMC-26A	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 10 - 99	\$75.00	3.00%	\$72.75
IMC-26B	3 Frames Per Second	Immersive Media	IMC-26B	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 100-999	\$50.00	3.00%	\$48.50
IMC-26C	3 Frames Per Second	Immersive Media	IMC-26C	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 1000+	\$30.00	3.00%	\$29.10
IMC-27	10 Frames Per Second	Immersive Media	IMC-27	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile	\$250.00	3.00%	\$242.50
IMC-27A	10 Frames Per Second	Immersive Media	IMC-27A	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 10 - 99	\$200.00	3.00%	\$194.00
IMC-27B	10 Frames Per Second	Immersive Media	IMC-27B	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 100-999	\$125.00	3.00%	\$121.25
IMC-27C	10 Frames Per Second	Immersive Media	IMC-27C	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 1000+	\$75.00	3.00%	\$72.75
IMC-28	30 Frames Per Second	Immersive Media	IMC-28	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile	\$400.00	3.00%	\$388.00
IMC-28A	30 Frames Per Second	Immersive Media	IMC-28A	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 10 - 99	\$300.00	3.00%	\$291.00
IMC-28B	30 Frames Per Second	Immersive Media	IMC-28B	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 100-999	\$200.00	3.00%	\$194.00

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IMC-28C	30 Frames Per Second	Immersive Media	IMC-28C	Terrorism Incident Prevention Equip	Immersive Media Discount	Per mile 1000+	\$125.00	3.00%	\$121.25
	Service								
IMC-29	2 Day Training	Immersive Media	IMC-29	Terrorism Incident Prevention Equip	Immersive Media Discount		\$6,000 plus expenses	3.00%	\$5,820 plus expenses
IMC-30	Annual Support & Maintenance for Hardware & Software	Immersive Media	IMC-30	Terrorism Incident Prevention Equip	Immersive Media Discount		\$11,985.00 Per Year	3.00%	\$11,635.00 Per Year
IMC-31	Custom Collect - Camera Operator per day with Camera equipment	Immersive Media	IMC-31	Terrorism Incident Prevention Equip	Immersive Media Discount		\$1,500 plus expenses	3.00%	\$1,455 plus expenses
IMC-32	Post Production (editing and file creation) Services	Immersive Media	IMC-32	Terrorism Incident Prevention Equip	Immersive Media Discount		\$250 per hour (\$3,500)	3.00%	\$242.50 per hour (\$3,500 minimum)
	Interior Mapping Collection and Post Processing (\$20,000 minimum)	Immersive Media		Terrorism Incident Prevention Equip					4-10 Buildings
IMC-33	K-12 Schools	Immersive Media	IMC-33	Terrorism Incident Prevention Equip		4-10 Buildings	\$5,000	3.00%	\$4,850.00
IMC-34	Colleges & Universities	Immersive Media	IMC-34	Terrorism Incident Prevention Equip		4-10 Buildings	\$7,500	3.00%	\$7,275.00
IMC-35	Local Government	Immersive Media	IMC-35	Terrorism Incident Prevention Equip		4-10 Buildings	\$10,000	3.00%	\$9,700.00
IMC-1	Dodeca 2360 Camera Head and Base Unit (including Rain Kit and Extra Cable) 1-10	Immersive Media	IMC-1	Terrorism Incident Prevention Equip	IMC Discount	Each	\$45,620	2%	\$44,707.60
IMC-1	Dodeca 2360 Camera Head and Base Unit (including Rain Kit and Extra Cable) 11-49	Immersive Media	IMC-1	Terrorism Incident Prevention Equip	IMC Discount	Each	\$45,620	11%	\$40,620.00
IMC-1	Dodeca 2360 Camera Head and Base Unit (including Rain Kit and Extra Cable) 50-99	Immersive Media	IMC-1	Terrorism Incident Prevention Equip	IMC Discount	Each	\$45,620	22%	\$35,620.00
IMC-1	Dodeca 2360 Camera Head and Base Unit (including Rain Kit and Extra Cable) 100+	Immersive Media	IMC-1	Terrorism Incident Prevention Equip	IMC Discount	Each	\$45,620	35%	\$29,620.00
MPH-360	360 camera with 4 channel MDVR with Fixed Mount Security Camera - IP Addressable 1-10	Immersive Media	MPH-360	Terrorism Incident Prevention Equip	IMC Discount	Each	\$8,300	5%	\$7,875.00
MPH-360	360 camera with 4 channel MDVR with Fixed Mount Security Camera - IP Addressable 11-49	Immersive Media	MPH-360	Terrorism Incident Prevention Equip	IMC Discount	Each	\$8,300	11%	\$7,400.00
MPH-360	360 camera with 4 channel MDVR with Fixed Mount Security Camera - IP Addressable 50-99	Immersive Media	MPH-360	Terrorism Incident Prevention Equip	IMC Discount	Each	\$8,300	20%	\$6,650.00
MPH-360	360 camera with 4 channel MDVR with Fixed Mount Security Camera - IP Addressable 100+	Immersive Media	MPH-360	Terrorism Incident Prevention Equip	IMC Discount	Each	\$8,300	26%	\$6,175.00
IMC-2	Yakima Rack Adapter1 (customer supplied Yakima car rack) for fixed vehicle mounting	Immersive Media	IMC-2	Terrorism Incident Prevention Equip	IMC Discount	Each	\$625	2.00%	\$613
IMC-3	Suction Cup Mount for rapid vehicle mounting	Immersive Media	IMC-3	Terrorism Incident Prevention Equip	IMC Discount	Each	\$845	2.00%	\$828
IMC-4	Universal mount block - for various mounting applications	Immersive Media	IMC-4	Terrorism Incident Prevention Equip	IMC Discount	Each	\$300	2.00%	\$294
IMC-5	Riser/Tripod - for all vehicle mounts	Immersive Media	IMC-5	Terrorism Incident Prevention Equip	IMC Discount	Each	\$1,000	2.00%	\$980
IMC-6	MicroOptical HMD - mobile viewer for Backpck	Immersive Media	IMC-6	Terrorism Incident Prevention Equip	IMC Discount	Each	\$2,200	2.00%	\$2,156

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IMC-7	Backpack	Immersive Media	IMC-7	Terrorism Incident Prevention Equip	IMC Discount	Each	\$3,500	2.00%	\$3,430
IMC-8	Battery	Immersive Media	IMC-8	Terrorism Incident Prevention Equip	IMC Discount	Each	\$650	2.00%	\$637
IMC-9	Battery Charger	Immersive Media	IMC-9	Terrorism Incident Prevention Equip	IMC Discount	Each	\$600	2.00%	\$588
IMC-10	Pole Mount	Immersive Media	IMC-10	Terrorism Incident Prevention Equip	IMC Discount	Each	\$200	2.00%	\$196
IMC-11	Custom Boom Pole	Immersive Media	IMC-11	Terrorism Incident Prevention Equip	IMC Discount	Each	\$995	2.01%	\$975
IMC-12	ImersiMap Building Navigator	Immersive Media	IMC-12	Terrorism Incident Prevention Equip	IMC Discount	Each	\$43,250	2.00%	\$42,385
IMC-13	Hard Drives (320 GB) with Carrier	Immersive Media	IMC-13	Terrorism Incident Prevention Equip	IMC Discount	Each	\$499	2.00%	\$489
IMC-14	Tote Vision Monitor	Immersive Media	IMC-14	Terrorism Incident Prevention Equip	IMC Discount	Each	\$550	2.00%	\$539
IMC-15	Travel Case (carry on)	Immersive Media	IMC-15	Terrorism Incident Prevention Equip	IMC Discount	Each	\$325	2.00%	\$319
IMC-16	Travel Case (checked)	Immersive Media	IMC-16	Terrorism Incident Prevention Equip	IMC Discount	Each	\$450	2.00%	\$441
IMC-18	ImmersiViewer Card	Immersive Media	IMC-18	Terrorism Incident Prevention Equip	IMC Discount	Each	\$8,500	2.00%	\$8,330
IMC-19	ArcGIS(R) Extension	Immersive Media	IMC-19	Terrorism Incident Prevention Equip	IMC Discount	Each	\$1,500	2.00%	\$1,470
IMC-20	IMC Post Production Suite and IMViewer	Immersive Media	IMC-20	Terrorism Incident Prevention Equip	IMC Discount	Each	\$17,995	2.00%	\$17,635
IMC-23	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile (Net Price)	Immersive Media	IMC-23	Terrorism Incident Prevention Equip	IMC Discount	Each	\$150	3%	\$145.50
IMC-23	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile (1-49 Users)	Immersive Media	IMC-23	Terrorism Incident Prevention Equip	IMC Discount	Each	\$175	3%	\$169.75
IMC-23	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile (50-99 Users)	Immersive Media	IMC-23	Terrorism Incident Prevention Equip	IMC Discount	Each	\$200	3%	\$194.00
IMC-23	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile (100-499 Users)	Immersive Media	IMC-23	Terrorism Incident Prevention Equip	IMC Discount	Each	\$225	3%	\$218.25
IMC-23	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile (500-1000 Users)	Immersive Media	IMC-23	Terrorism Incident Prevention Equip	IMC Discount	Each	\$250	3%	\$242.50
IMC-23A	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 10-99 (Net Price)	Immersive Media	IMC-23A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$100	3%	\$97.00
IMC-23A	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 10-99 (1-49 Users)	Immersive Media	IMC-23A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$125	3%	\$121.25
IMC-23A	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 10-99 (50-99 Users)	Immersive Media	IMC-23A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$150	3%	\$145.50
IMC-23A	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 10-99 (100-499 Users)	Immersive Media	IMC-23A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$175	3%	\$169.75
IMC-23A	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 10-99 (500-1000 Users)	Immersive Media	IMC-23A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$200	3%	\$194.00
IMC-23B	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 100-999 (Net Price)	Immersive Media	IMC-23B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$75	3%	\$72.75

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IMC-23B	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 100-999 (1-49 Users)	Immersive Media	IMC-23B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$100	3%	\$97.00
IMC-23B	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 100-999 (50-99 Users)	Immersive Media	IMC-23B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$125	3%	\$121.25
IMC-23B	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 100-999 (100-499 Users)	Immersive Media	IMC-23B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$150	3%	\$145.50
IMC-23B	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 100-999 (500-1000 Users)	Immersive Media	IMC-23B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$175	3%	\$169.75
IMC-23C	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 1000+ (Net Price)	Immersive Media	IMC-23C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$50	3%	\$48.50
IMC-23C	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 1000+ (1-49 Users)	Immersive Media	IMC-23C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$75	3%	\$72.75
IMC-23C	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 1000+ (50-99 Users)	Immersive Media	IMC-23C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$100	3%	\$97.00
IMC-23C	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 1000+ (100-499 Users)	Immersive Media	IMC-23C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$125	3%	\$121.25
IMC-23C	In City Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 1000+ (500-1000 Users)	Immersive Media	IMC-23C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$150	3%	\$145.50
IMC-24	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile (Net Price)	Immersive Media	IMC-24	Terrorism Incident Prevention Equip	IMC Discount	Each	\$375	3%	\$363.75
IMC-24	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile (1-49 Users)	Immersive Media	IMC-24	Terrorism Incident Prevention Equip	IMC Discount	Each	\$400	3%	\$388.00
IMC-24	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile (50-99 Users)	Immersive Media	IMC-24	Terrorism Incident Prevention Equip	IMC Discount	Each	\$425	3%	\$412.25
IMC-24	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile (100-499 Users)	Immersive Media	IMC-24	Terrorism Incident Prevention Equip	IMC Discount	Each	\$450	3%	\$436.50
IMC-24	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile (500-1000 Users)	Immersive Media	IMC-24	Terrorism Incident Prevention Equip	IMC Discount	Each	\$475	3%	\$460.75
IMC-24A	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 10 - 99 (Net Price)	Immersive Media	IMC-24A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$300	3%	\$291.00
IMC-24A	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 10 - 99 (1-49 Users)	Immersive Media	IMC-24A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$325	3%	\$315.25
IMC-24A	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 10 - 99 (50-99 Users)	Immersive Media	IMC-24A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$350	3%	\$339.50
IMC-24A	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 10 - 99 (100-499 Users)	Immersive Media	IMC-24A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$375	3%	\$363.75
IMC-24A	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 10 - 99 (500-1000 Users)	Immersive Media	IMC-24A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$400	3%	\$388.00
IMC-24B	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 100-999 (Net Price)	Immersive Media	IMC-24B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$200	3%	\$194.00
IMC-24B	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 100-999(1-49 Users)	Immersive Media	IMC-24B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$225	3%	\$218.25
IMC-24B	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 100-999 (50-99 Users)	Immersive Media	IMC-24B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$250	3%	\$242.50
IMC-24B	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 100-999 (100-499 Users)	Immersive Media	IMC-24B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$275	3%	\$266.75
IMC-24B	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 100-999 (500-1000 Users)	Immersive Media	IMC-24B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$300	3%	\$291.00

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IMC-24C	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 1000+ (Net Price)	Immersive Media	IMC-24C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$125	3%	\$121.25
IMC-24C	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 1000+ (1-49 Users)	Immersive Media	IMC-24C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$150	3%	\$145.50
IMC-24C	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 1000+ (50-99 Users)	Immersive Media	IMC-24C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$175	3%	\$169.75
IMC-24C	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 1000+ (100-499 Users)	Immersive Media	IMC-24C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$200	3%	\$194.00
IMC-24C	In City Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 1000+ (500-1000 Users)	Immersive Media	IMC-24C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$225	3%	\$218.25
IMC-25	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile (Net Price)	Immersive Media	IMC-25	Terrorism Incident Prevention Equip	IMC Discount	Each	\$600	3%	\$582.00
IMC-25	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile (1-49 Users)	Immersive Media	IMC-25	Terrorism Incident Prevention Equip	IMC Discount	Each	\$625	3%	\$606.25
IMC-25	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile (50-99 Users)	Immersive Media	IMC-25	Terrorism Incident Prevention Equip	IMC Discount	Each	\$650	3%	\$630.50
IMC-25	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile (100-499 Users)	Immersive Media	IMC-25	Terrorism Incident Prevention Equip	IMC Discount	Each	\$675	3%	\$654.75
IMC-25	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile (500-1000 Users)	Immersive Media	IMC-25	Terrorism Incident Prevention Equip	IMC Discount	Each	\$700	3%	\$679.00
IMC-25A	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 10 - 99 (NetPrice)	Immersive Media	IMC-25A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$450	3%	\$436.50
IMC-25A	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 10 - 99 (1-49 Users)	Immersive Media	IMC-25A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$475	3%	\$460.75
IMC-25A	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 10 - 99 (50-99 Users)	Immersive Media	IMC-25A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$500	3%	\$485.00
IMC-25A	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 10 - 99 (100-499 Users)	Immersive Media	IMC-25A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$525	3%	\$509.25
IMC-25A	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 10 - 99 (500-1000 Users)	Immersive Media	IMC-25A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$550	3%	\$533.50
IMC-25B	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 100-999 (NetPrice)	Immersive Media	IMC-25B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$300	3%	\$291.00
IMC-25B	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 100-999 (1-49 Users)	Immersive Media	IMC-25B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$325	3%	\$315.25
IMC-25B	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 100-999 (50-99 Users)	Immersive Media	IMC-25B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$350	3%	\$339.50
IMC-25B	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 100-999 (100-499 Users)	Immersive Media	IMC-25B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$375	3%	\$363.75
IMC-25B	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 100-999 (500-1000 Users)	Immersive Media	IMC-25B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$400	3%	\$388.00
IMC-25C	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 1000+ (NetPrice)	Immersive Media	IMC-25C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$175	3%	\$169.75
IMC-25C	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 1000+ (1-49 Users)	Immersive Media	IMC-25C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$200	3%	\$194.00
IMC-25C	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 1000+ (50-99 Users)	Immersive Media	IMC-25C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$225	3%	\$218.25
IMC-25C	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 1000+ (100-499 Users)	Immersive Media	IMC-25C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$250	3%	\$242.50

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IMC-25C	In City Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 1000+ (500-1000 Users)	Immersive Media	IMC-25C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$275	3%	\$266.75
IMC-26	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile (Net Price)	Immersive Media	IMC-26	Terrorism Incident Prevention Equip	IMC Discount	Each	\$100	3%	\$97.00
IMC-26	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile (1-49 Users)	Immersive Media	IMC-26	Terrorism Incident Prevention Equip	IMC Discount	Each	\$125	3%	\$121.25
IMC-26	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile (50-99 Users)	Immersive Media	IMC-26	Terrorism Incident Prevention Equip	IMC Discount	Each	\$150	3%	\$145.50
IMC-26	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile (100-499 Users)	Immersive Media	IMC-26	Terrorism Incident Prevention Equip	IMC Discount	Each	\$175	3%	\$169.75
IMC-26	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile (500-1000 Users)	Immersive Media	IMC-26	Terrorism Incident Prevention Equip	IMC Discount	Each	\$200	3%	\$194.00
IMC-26A	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 10 - 99 (Net Price)	Immersive Media	IMC-26A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$75	3%	\$72.75
IMC-26A	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 10 - 99 (1-49 Users)	Immersive Media	IMC-26A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$100	3%	\$97.00
IMC-26A	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 10 - 99 (50-99 Users)	Immersive Media	IMC-26A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$125	3%	\$121.25
IMC-26A	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 10 - 99 (100-499 Users)	Immersive Media	IMC-26A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$150	3%	\$145.50
IMC-26A	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 10 - 99 (500-1000 Users)	Immersive Media	IMC-26A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$175	3%	\$169.75
IMC-26B	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 100-999 (Net Price)	Immersive Media	IMC-26B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$50	3%	\$48.50
IMC-26B	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 100-999 (1-49 Users)	Immersive Media	IMC-26B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$75	3%	\$72.75
IMC-26B	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 100-999 (50-99 Users)	Immersive Media	IMC-26B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$100	3%	\$97.00
IMC-26B	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 100-999 (100-499 Users)	Immersive Media	IMC-26B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$125	3%	\$121.25
IMC-26B	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 100-999 (500-1000 Users)	Immersive Media	IMC-26B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$150	3%	\$145.50
IMC-26C	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 1000+ (Net Price)	Immersive Media	IMC-26C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$30	3%	\$29.10
IMC-26C	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 1000+ (1-49 Users)	Immersive Media	IMC-26C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$50	3%	\$48.50
IMC-26C	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 1000+ (50-99 Users)	Immersive Media	IMC-26C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$65	3%	\$63.05
IMC-26C	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 1000+ (100-499 Users)	Immersive Media	IMC-26C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$80	3%	\$77.60
IMC-26C	Highway Geo- Immersive Video Rates: 3 Frames Per Second Rate Per mile 1000+ (500-1000 Users)	Immersive Media	IMC-26C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$100	3%	\$97.00
IMC-27	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile (Net Price)	Immersive Media	IMC-27	Terrorism Incident Prevention Equip	IMC Discount	Each	\$250	3%	\$242.50
IMC-27	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile (1-49 Users)	Immersive Media	IMC-27	Terrorism Incident Prevention Equip	IMC Discount	Each	\$275	3%	\$266.75
IMC-27	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile (50-99 Users)	Immersive Media	IMC-27	Terrorism Incident Prevention Equip	IMC Discount	Each	\$300	3%	\$291.00

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IMC-27	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile (100-499 Users)	Immersive Media	IMC-27	Terrorism Incident Prevention Equip	IMC Discount	Each	\$325	3%	\$315.25
IMC-27	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile (500-1000 Users)	Immersive Media	IMC-27	Terrorism Incident Prevention Equip	IMC Discount	Each	\$350	3%	\$339.50
IMC-27A	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 10 - 99 (Net Price)	Immersive Media	IMC-27A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$200	3%	\$194.00
IMC-27A	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 10 - 99 (1-49 Users)	Immersive Media	IMC-27A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$225	3%	\$218.25
IMC-27A	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 10 - 99 (50-99 Users)	Immersive Media	IMC-27A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$250	3%	\$242.50
IMC-27A	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 10 - 99 (100-499 Users)	Immersive Media	IMC-27A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$275	3%	\$266.75
IMC-27A	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 10 - 99 (500-1000 Users)	Immersive Media	IMC-27A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$300	3%	\$291.00
IMC-27B	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 100-999 (Net Price)	Immersive Media	IMC-27B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$125	3%	\$121.25
IMC-27B	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 100-999 (1-49 Users)	Immersive Media	IMC-27B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$150	3%	\$145.50
IMC-27B	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 100-999 (50-99 Users)	Immersive Media	IMC-27B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$175	3%	\$169.75
IMC-27B	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 100-999 (100-499 Users)	Immersive Media	IMC-27B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$200	3%	\$194.00
IMC-27B	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 100-999 (500-1000 Users)	Immersive Media	IMC-27B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$225	3%	\$218.25
IMC-27C	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile (1000+ Net Price)	Immersive Media	IMC-27C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$75	3%	\$72.75
IMC-27C	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 1000+ (1-49 Users)	Immersive Media	IMC-27C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$100	3%	\$97.00
IMC-27C	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 1000+ (50-99 Users)	Immersive Media	IMC-27C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$125	3%	\$121.25
IMC-27C	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 1000+ (100-499 Users)	Immersive Media	IMC-27C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$150	3%	\$145.50
IMC-27C	Highway Geo- Immersive Video Rates: 10 Frames Per Second Rate Per mile 1000+ (500-1000 Users)	Immersive Media	IMC-27C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$175	3%	\$169.75
IMC-28	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile (Net Price)	Immersive Media	IMC-28	Terrorism Incident Prevention Equip	IMC Discount	Each	\$400	3%	\$388.00
IMC-28	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile (1-49 Users)	Immersive Media	IMC-28	Terrorism Incident Prevention Equip	IMC Discount	Each	\$425	3%	\$412.25
IMC-28	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile (50-99 Users)	Immersive Media	IMC-28	Terrorism Incident Prevention Equip	IMC Discount	Each	\$450	3%	\$436.50
IMC-28	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile (100-499 Users)	Immersive Media	IMC-28	Terrorism Incident Prevention Equip	IMC Discount	Each	\$475	3%	\$460.75
IMC-28	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile (500-1000 Users)	Immersive Media	IMC-28	Terrorism Incident Prevention Equip	IMC Discount	Each	\$500	3%	\$485.00
IMC-28A	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 10 - 99 (Net Price)	Immersive Media	IMC-28A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$300	3%	\$291.00
IMC-28A	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 10 - 99 (1-49 Users)	Immersive Media	IMC-28A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$325	3%	\$315.25

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IMC-28A	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 10 - 99 (50-99 Users)	Immersive Media	IMC-28A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$350	3%	\$339.50
IMC-28A	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 10 - 99 (100-499 Users)	Immersive Media	IMC-28A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$375	3%	\$363.75
IMC-28A	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 10 - 99 (500-1000 Users)	Immersive Media	IMC-28A	Terrorism Incident Prevention Equip	IMC Discount	Each	\$400	3%	\$388.00
IMC-28B	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 100-999 (Net Price)	Immersive Media	IMC-28B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$200	3%	\$194.00
IMC-28B	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 100-999 (1-49 Users)	Immersive Media	IMC-28B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$225	3%	\$218.25
IMC-28B	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 100-999 (50-99 Users)	Immersive Media	IMC-28B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$250	3%	\$242.50
IMC-28B	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 100-999 (100-499 Users)	Immersive Media	IMC-28B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$275	3%	\$266.75
IMC-28B	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 100-999 (500-1000 Users)	Immersive Media	IMC-28B	Terrorism Incident Prevention Equip	IMC Discount	Each	\$300	3%	\$291.00
IMC-28C	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 1000+ (Net Price)	Immersive Media	IMC-28C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$125	3%	\$121.25
IMC-28C	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 1000+ (1-49 Users)	Immersive Media	IMC-28C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$150	3%	\$145.50
IMC-28C	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 1000+ (50-99 Users)	Immersive Media	IMC-28C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$175	3%	\$169.75
IMC-28C	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 1000+ (100-499 Users)	Immersive Media	IMC-28C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$200	3%	\$194.00
IMC-28C	Highway Geo- Immersive Video Rates: 30 Frames Per Second Rate Per mile 1000+ (500-1000 Users)	Immersive Media	IMC-28C	Terrorism Incident Prevention Equip	IMC Discount	Each	\$225	3%	\$218.25
IMC-29	2 Day Training	Immersive Media	IMC-29	Terrorism Incident Prevention Equip	IMC Discount	Each	\$6,000 plus expenses	2%	\$5,880 plus expenses
IMC-30	Annual Support & Maintenance for Hardware & Software	Immersive Media	IMC-30	Terrorism Incident Prevention Equip	IMC Discount	Per Year	\$11,995	2%	\$11,755.10
IMC-31	Custom Collect - Camera Operator per day with Camera equipment	Immersive Media	IMC-31	Terrorism Incident Prevention Equip	IMC Discount	Per Day	\$1,500 plus expenses	2%	\$1470 plus expenses
IMC-33	INTERIOR MAPPING K-12 Schools (Net Price)	Immersive Media	IMC-33	Terrorism Incident Prevention Equip	IMC Discount	Each	\$5,000	2%	\$4,900.00
IMC-33	INTERIOR MAPPING K-12 Schools (4-10 Buildings)	Immersive Media	IMC-33	Terrorism Incident Prevention Equip	IMC Discount	Each	\$5,000	30%	\$3,500.00
IMC-33	INTERIOR MAPPING K-12 Schools (11-30 Buildings)	Immersive Media	IMC-33	Terrorism Incident Prevention Equip	IMC Discount	Each	\$5,000	50%	\$2,500.00
IMC-33	INTERIOR MAPPING K-12 Schools (31-50 Buildings)	Immersive Media	IMC-33	Terrorism Incident Prevention Equip	IMC Discount	Each	\$5,000	60%	\$2,000.00
IMC-33	INTERIOR MAPPING K-12 Schools (51-100 Buildings)	Immersive Media	IMC-33	Terrorism Incident Prevention Equip	IMC Discount	Each	\$5,000	70%	\$1,500.00
IMC-34	INTERIOR MAPPING Colleges & Universities (Net Price)	Immersive Media	IMC-34	Terrorism Incident Prevention Equip	IMC Discount	Each	\$7,350	2%	\$7,203.00
IMC-34	INTERIOR MAPPING Colleges & Universities (4-10 Buildings)	Immersive Media	IMC-34	Terrorism Incident Prevention Equip	IMC Discount	Each	\$7,350	30%	\$5,145.00
IMC-34	INTERIOR MAPPING Colleges & Universities (11-30 Buildings)	Immersive Media	IMC-34	Terrorism Incident Prevention Equip	IMC Discount	Each	\$7,350	50%	\$3,675.00

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IMC-34	INTERIOR MAPPING Colleges & Universities (31-50 Buildings)	Immersive Media	IMC-34	Terrorism Incident Prevention Equip	IMC Discount	Each	\$7,350	60%	\$2,940.00
IMC-34	INTERIOR MAPPING Colleges & Universities (51-100 Buildings)	Immersive Media	IMC-34	Terrorism Incident Prevention Equip	IMC Discount	Each	\$7,350	70%	\$2,205.00
IMC-35	INTERIOR MAPPING Local Government (Net Price)	Immersive Media	IMC-35	Terrorism Incident Prevention Equip	IMC Discount	Each	\$9,800	2%	\$9,604.00
IMC-35	INTERIOR MAPPING Local Government (4-10 Buildings)	Immersive Media	IMC-35	Terrorism Incident Prevention Equip	IMC Discount	Each	\$9,800	30%	\$6,860.00
IMC-35	INTERIOR MAPPING Local Government (11-30 Buildings)	Immersive Media	IMC-35	Terrorism Incident Prevention Equip	IMC Discount	Each	\$9,800	50%	\$4,900.00
IMC-35	INTERIOR MAPPING Local Government (31-50 Buildings)	Immersive Media	IMC-35	Terrorism Incident Prevention Equip	IMC Discount	Each	\$9,800	60%	\$3,920.00
IMC-35	INTERIOR MAPPING Local Government (51-100 Buildings)	Immersive Media	IMC-35	Terrorism Incident Prevention Equip	IMC Discount	Each	\$9,800	70%	\$2,940.00

APPENDIX B
GENERAL SPECIFICATIONS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE

GENERAL

1. **APPLICABILITY** The terms and conditions set forth in this Appendix B are expressly incorporated in and applicable to the resulting procurement contracts let by the Office of General Services Procurement Services Group, or let by any other Authorized User where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. **GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

4. **CONFLICT OF TERMS** Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- a. **Appendix A** (Standard Clauses for NYS Contracts)
- b. **Mini-Bid Project Definition** if applicable and in accordance with the terms and conditions of the Back-Drop Contract.
- c. **Contract and other writing(s)** setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.
- d. **Bid Documents** (Other than Appendix A).
 - i. Bid Specifications prepared by the Authorized User.
 - ii. **Appendix B** (General Specifications).
 - iii. Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above.
- e. **Contractor's Bid or Mini-Bid Proposal.**
- f. **Unincorporated Appendices** (if any).

5. **DEFINITIONS** Terms used in this Appendix B shall have the following meanings:

AFFILIATE Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that effectively controls another company in which (a) the Bidder owns more than 50% of the ownership; or (b) any individual or other legal entity which owns more than 50% of the ownership of the Bidder. In addition, if a Bidder owns less than 50% of the ownership of another legal entity, but directs or has the right to direct such entity's daily operations, that entity will be an Affiliate.

AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ATTORNEY GENERAL Attorney General of the State of New York.

AUTHORIZED USER(S) Agencies, or any other entity authorized by the laws of the State of New York to participate in NYS centralized contracts (including but not limited to political subdivisions, public authorities, public benefit corporations and certain other entities set forth in law), or the State of New York acting on behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation.

BID OR BID PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the Agency of best and final offers during the evaluation process prior to recommendation for award of the Contract.

BIDDER/OFFERER Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. The term Bidder shall also include the term "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

BID DOCUMENTS Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, including but not limited to, Appendix A (Standard Clauses for NYS Contracts), Appendix B, (General Specifications). Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

BID SPECIFICATION A written description drafted by the Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

COMMISSIONER Commissioner of OGS, or in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or their authorized representative.

COMPTROLLER Comptroller of the State of New York.

CONTRACT The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

a. Agency Specific Contracts Contracts where the specifications for a Product or a particular scope of work are described and defined to meet the needs of one or more Authorized User(s).

b. Centralized Contracts Single or multiple award Contracts where the specifications for a Product or general scope of work are described and defined by the Office of General Services to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another jurisdiction's contract or on a sole source, single source, emergency or competitive basis. Once established, procurements may be made from the selected Contractor(s) without further competition or Mini-Bid unless otherwise required by the Bid Specifications or Contract Award Notification.

c. Back-Drop Contracts Multiple award Centralized Contracts where the Office of General Services defines the specifications for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Bid Specifications. Selection of a Contractor(s) from among Back-Drop contract holders for an actual Product, project or particular scope of work may subsequently be made on a single or sole source basis, or on the basis of a Mini-Bid among qualified Back-Drop contract holders, or such other method as set forth in the Bid Document.

d. Piggyback Contract A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or state(s) which is adopted and extended for use by the OGS Commissioner in accordance with the requirements of the State Finance Law.

e. Contract Letter A letter to the successful Bidder(s) indicating acceptance of its Bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a Contract but is not an order for Product, and Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

CONTRACTOR Any successful Bidder(s) to whom a Contract has been awarded by the Commissioner.

DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

ENTERPRISE The total business operations in the United States of Authorized User (s) without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Authorized User.

ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

GROUP A classification of Product, services or technology which is designated by OGS.

INVITATION FOR BIDS (IFB) A type of Bid Document which is most typically used where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder(s).

LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, PTFs, programs, code or data conversion, or custom programming).

LICENSEE One or more Authorized Users who acquire Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

MINI-BID PROJECT DEFINITION A Bid Document containing project specific Bid Specifications developed by or for an Authorized User which solicits Bids from Contractors previously qualified under a Back-Drop Contract.

MULTIPLE AWARD A determination and award of a Contract in the discretion of the Commissioner to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the licensed version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

OGS The New York State Office of General Services.

PROCUREMENT RECORD Documentation by the Authorized User of the decisions made and approach taken during the procurement process and during the contract term.

PRODUCT A deliverable under any Bid or Contract which may include commodities, services and/or technology. The term "Product" includes Licensed Software.

PROPRIETARY Protected by secrecy, patent, copyright or trademark against commercial competition.

PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, electronic Purchase Order, or other authorized instrument).

REQUEST FOR PROPOSALS (RFP) A type of Bid Document that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value," as defined by the State Finance Law.

REQUEST FOR QUOTATION (RFQ) A type of Bid Document that can be used when a formal Bid opening is not required (e.g., discretionary, sole source, single source or emergency purchases).

RESPONSIBLE BIDDER A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the OGS Commissioner.

SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

SITE The location (street address) where Product will be executed or services delivered.

SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

STATE State of New York.

SUBCONTRACTOR Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

VIRUS Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software,

firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

BID SUBMISSION

6. INTERNATIONAL BIDDING All offers (tenders), and all information and Product required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

7. BID OPENING Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. BID SUBMISSION All Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid return envelope, if provided with the Bid Specifications, should be used with the Bid sealed inside. If the Bid response does not fit into the envelope, the Bid envelope should be attached to the outside of the sealed box or package with the Bid inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids must have a label on the outside of the package or shipping container outlining the following information:

"BID ENCLOSED (bold print, all capitals)

- Group Number
- IFB or RFP Number
- Bid Submission date and time"

In the event that a Bidder fails to provide such information on the return Bid envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper Bid number or Product group, and the date and time of Bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Notwithstanding the receiving agency's right to open a Bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

9. FACSIMILE SUBMISSIONS Unless specifically prohibited by the terms of the Bid Specifications, facsimile Bids may be SUBMITTED AT THE SOLE OPTION AND RISK OF THE BIDDER. Only the FAX number(s) indicated in the Bid Specifications may be used. Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Commissioner bears no liability or responsibility and makes no guarantee whatsoever with respect to

the Bidder's access to such equipment at any specific time. Bidders are solely responsible for submission and receipt of the entire facsimile Bid by the Authorized User prior to Bid opening and must include on the first page of the transmission the total number of pages transmitted in the facsimile, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Commissioner. Facsimile Bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

10. AUTHENTICATION OF FACSIMILE BIDS The act of submitting a Bid by facsimile transmission, including an executed signature page or as otherwise specified in the Bid Documents, shall be deemed a confirming act by Bidder which authenticates the signing of the Bid.

11. LATE BIDS For purposes of Bid openings held and conducted by OGS, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified in the OGS Mailroom located in the Empire State Plaza, Albany, New York 12242, at or before the date and time established in the Bid Specifications for the Bid opening. For purposes of Bid openings held and conducted by Authorized Users other than OGS, the term late Bid is defined as a Bid not received in the location established in the Bid Specifications at or before the date and time specified for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authorized Users. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Authorized User shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Commissioner.

12. BID CONTENTS Bids must be complete and legible. All Bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Commissioner or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Commissioner after the time specified for the Bid opening, may not be considered.

13. EXTRANEEOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or

resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

- a. Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- b. The writing must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- c. The Bidder shall enumerate the proposed addition, counter offer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Commissioner or Authorized User expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

14. CONFIDENTIAL/TRADE SECRET MATERIALS

a. **Contractor** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. **Commissioner or Authorized User** Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its agents, Subcontractors, officers, distributors, resellers or employees regarding the obligations arising under this clause to insure such confidentiality.

15. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law. Information, other than statistical or

factual tabulations or data such as the Bid Tabulation, shall only be released as required by law after Contract award. Bid Tabulations are not maintained for all procurements. Names of Bidders may be disclosed after Bid opening upon request. Written requests should be directed to the Commissioner.

16. FREEDOM OF INFORMATION LAW During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Commissioner to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Commissioner reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

17. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.

ii. Building Services Labor Law Article 9 applies to Contracts for building service work over \$1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the Authorized User that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For Mini-Bid solicitations, the payroll records must be submitted to the entity preparing the agency Mini-Bid project specification. For "agency specific" Bids, the payroll records should be submitted to the entity issuing the purchase order. For all other OGS Centralized Contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: 1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Records Retention Contractors and Subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

Day's Labor Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS

Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

18. TAXES

a. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116 (a) (1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than \$100,000 in accordance with provisions of the law.

d. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

19. **EXPENSES PRIOR TO CONTRACT EXECUTION** The Commissioner and any Authorized User(s) are not liable for any costs incurred by a Vendor, Bidder or Contractor in the preparation and production of a Bid, Mini-Bid or best and final offers or for any work performed prior to Contract execution.

20. **ADVERTISING RESULTS** The prior written approval of the Commissioner is required in order for results of the Bid to be used by the Contractor as part of any commercial advertising. The Contractor shall also obtain the prior written approval of the Commissioner relative to the Bid or Contract for press or other media releases.

21. PRODUCT REFERENCES

a. **"Or Equal"** In all Bid Specifications the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

22. **REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS** Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or

recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

23. **PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS** Bids offering Products that are manufactured or produced in public institutions will be rejected.

24. PRICING

a. **Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. **Net Pricing** Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

c. **"No Charge" Bid** When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid "no charge" on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. **Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. **Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the Commissioner.

f. **Best Pricing Offer** During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price.

Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:

(i) **GSA Changes:** Where NYS Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or

(ii) **Commercial Price List Reductions:** Where NYS Net Prices are based on a discount from Contractor's list prices, the date Contractor

lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

(iii) **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) **Special Offers/Promotions to Authorized Users:** Contractor may offer Authorized Users, under either this Contract or any other Contracting vehicle, competitive pricing which is lower than the NYS Net Price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Bid Specifications, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order(s) from any Authorized User without being in conflict with, or obligation to comply on a global basis, with the terms of this clause.

g. Best and Final Prices As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order or Mini-Bid award for best and final pricing for the Product or service to be delivered to the Authorized User. Contractors are encouraged to reduce their pricing upon receipt of such request.

25. DRAWINGS

a. Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Commissioner, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

b. Drawings Submitted During the Contract Term Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized User's representative.

c. Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

26. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if

additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

27. PROCUREMENT CARD The State has entered into an agreement for purchasing card services. The Purchasing Card enables Authorized Users to make authorized purchases directly from a Contractor without processing a Purchase Orders or Purchase Authorizations. Purchasing Cards are issued to selected employees authorized to purchase for the Authorized User and having direct contact with Contractors. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased products have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty Product in accordance with other Contract requirements, the Contractor shall immediately credit a cardholder's account for products returned as defective or faulty.

28. SAMPLES

a. Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Commissioner and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

b. Bidder Supplied Samples The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

c. Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

d. Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the Commissioner the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid

Specifications, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.

e. Testing All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

f. Requests For Samples By Authorized Users Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

BID EVALUATION

29. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

30. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

31. CLARIFICATIONS / REVISIONS Prior to award, the Commissioner reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Bid.

32. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (e.g., net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11-A of the State Finance Law, which are applicable in any case, may render the Bid non-responsive and may be cause for its rejection.

33. EQUIVALENT OR IDENTICAL BIDS In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

34. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS The Commissioner reserves the right to investigate or inspect at any time whether or not the Product, services,

qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Commissioner, to present evidence of legal authority to do business in New York State, integrity, experience, ability, prior performance, organizational and financial capacity as well as where applicable, a statement as to supply, plant, machinery and capacity of the manufacturer or source for the production, distribution and servicing of the Product offered/Bid. If the Commissioner determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Commissioner may reject such Bid or terminate the Contract.

35. DISQUALIFICATION FOR PAST PERFORMANCE AND FINDINGS OF NON-RESPONSIBILITY Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public Bidding or contracts or is deemed non-responsive.

36. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

37. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within sixty (60) days after the date of the Bid opening or such other period of time as set forth in the Bid Documents, during which period, Bids must remain firm and cannot be withdrawn. Pursuant to Section 163(9)(e) of the State Finance Law and Section 2-205 of the Uniform Commercial Code when applicable, where an award is not made within the sixty (60) day period or other time specified as set forth in the Bid Documents, the Bids shall remain firm until such later time as either a Contract is awarded or the Bidder delivers to the Commissioner written notice of the withdrawal of its Bid. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Commissioner, be accepted or rejected.

TERMS & CONDITIONS

38. CONTRACT CREATION / EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Bid Specifications a Contract shall be deemed executed and created with the successful Bidder(s), upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

39. PARTICIPATION IN CENTRALIZED CONTRACTS The following shall not limit or inhibit the OGS Commissioner's authority under State Finance Law, Section 163 (10) (e) (Piggybacking):

a. **Agencies** All State Agencies may utilize and purchase under any state Centralized Contract let by the Commissioner, unless the Bid Documents limit purchases to specific State Agencies.

b. **Non-State Agency Authorized Users** Authorized Users other than State Agencies are permitted to make purchases through state Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. **Voluntary Extension** Purchase Orders issued against a State Centralized Contract by any Authorized User not provided for in the Bid Specifications shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law. Contractors are encouraged to voluntarily extend service Contracts to those additional entities authorized to utilize commodity Contracts under Section 163 (3) (iv) of the State Finance Law.

d. **Responsibility for Performance** Participation in state Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-state agency Authorized User and Contractor guarantees to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by their failure to perform in accordance with its obligations under the Contract.

e. **Contract Migration** Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products or services shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

40. **MODIFICATION OF CONTRACT TERMS** The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed

order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

41. **SCOPE CHANGES** The Commissioner reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The Commissioner may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

42. **ESTIMATED / SPECIFIC QUANTITY CONTRACTS** Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given. Purchases by Authorized Users from Contracts for services and technology are voluntary.

With respect to any specific quantity stated in the contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

43. **EMERGENCY CONTRACTS** In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or the Commissioner determines pursuant to his/her authority under Section 163 (10) (b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

44. **PURCHASE ORDERS** Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification.

All Purchase Orders issued pursuant to Contracts let by the Commissioner must bear the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of

the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the OGS Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

45. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract or Contract Award Notice. Unless otherwise specified in the Bid Documents, delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

46. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

47. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the

Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

48. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Commissioner.

49. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the Authorized User. If shrinkage occurs which exceeds that normally allowable in the trade, the Authorized User shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authorized User.

50. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for cancellation of Contract.

51. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

52. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site. Work shall be

performed to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

53. REPAIRED OR REPLACED PARTS / COMPONENTS

Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

54. ON-SITE STORAGE With the written approval of the Authorized User, materials, equipment or supplies may be stored at the Authorized User's site at the Contractor's sole risk.

55. EMPLOYEES, SUBCONTRACTORS & AGENTS All employees, Subcontractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the Authorized User. The Commissioner reserves the right to conduct a security background check or otherwise approve any employee, Subcontractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Commissioner reserves the right to reject and/or bar from the facility for cause any employee, Subcontractor, or agents of the Contractor.

56. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the Commissioner or Authorized User (as applicable). Failure to obtain consent to assignment from the Authorized User shall revoke and annul such Contract. Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignment(s) with the Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the Comptroller. The Commissioner reserves the right to reject any proposed assignee in his/her discretion.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment

of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

57. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the Department of Labor's list of companies with which New York State cannot do business; the Commissioner determines that the company is not qualified; the Commissioner determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

58. PERFORMANCE / BID BOND The Commissioner reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Commissioner.

59. SUSPENSION OF WORK The Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on State spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

60. TERMINATION

a. For Cause: For a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience: By written notice, this Contract may be terminated at any time by the State for convenience upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables.

c. **For Violation of the Sections 139-j and 139-k of the State Finance Law:** The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. **For Violation of Revised Tax Law 5a:** The Commissioner reserves the right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise its termination right by providing written notification to the Contractor.

61. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the Commissioner with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may:

- a. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to Authorized Users with respect to Product subjected to allocation; and/or
- b. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State; or
- c. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his/her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance

that continued performance of the Contract would result in a substantial loss.

62. CONTRACT BILLINGS Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Authorized Users must contain all information required by the Contract and the State Comptroller. The State Comptroller shall render payment for Authorized User purchases, and such payment shall be made in accordance with ordinary State procedures and practices. Payment of Contract purchases made by Authorized Users, other than Agencies, shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Commissioner from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

63. DEFAULT – AUTHORIZED USER

a. **Breach of Authorized User Not Breach of Centralized Contract.** An Authorized User's breach shall not be deemed a breach of the Centralized Contract, rather it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. **Failure to Make Payment.** In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. **Notice of Breach.** Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. It is understood, however, that if the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to service an Authorized User shall constitute a breach of its Contract and the Authorized User may thereafter seek any remedy available at law or equity.

64. INTEREST ON LATE PAYMENTS

a. **State Agencies** The payment of interest on certain payments due and owed by Agency may be made in accordance with Article 11-A of the State Finance Law (SFL §179-d et. Seq.) and Title 2 of the New York Code of Rules and Regulations, Part 18 (Implementation of Prompt Payment Legislation -2 NYCRR §18.1 et seq.).

b. By Non-State Agencies The terms of Article 11-A apply only to procurements by and the consequent payment obligations of Agencies. Neither expressly nor by any implication is the statute applicable to Non-State Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a Non-State Agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

65. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

a. Cover/Substitute Performance In the event of Contractor's material breach, the Commissioner may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Commissioner is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Commissioner may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Commissioner, be deducted from the Contract quantity and payments due Contractor.

b. Withhold Payment In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

c. Bankruptcy In the event that the Contractor files a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit the Authorized User the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Authorized User in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim

or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

66. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all its claims for overcharges associated with this Contract which may arise under the antitrust laws of the United States, 15 USC Section 1, et. seq. and the antitrust laws of the State of New York, General Business Law Section 340, et. seq.

67. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Authorized User agency representative.

68. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent Contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this Contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

69. SECURITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Authorized User(s) in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

70. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery of Product or coordination of performance of services.

71. CONTRACT TERM - RENEWAL In addition to any stated renewal periods in the Contract, any Contract or unit portion thereof let by the Commissioner may be extended by the Commissioner for an additional period(s) of up to one year with the written concurrence of the Contractor and Comptroller. Such extension may be exercised on a month to month basis or in other stated periods of time during the one year extension.

72. ADDITIONAL WARRANTIES Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to Authorized Users. Contractor hereby warrants and represents:

a. Product Performance Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Warranty Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

c. Contractor Compliance Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation, and shall provide such proof as required by the Commissioner. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.

d. Product Warranty Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Project warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes

beyond the Project warranty or extended warranty period(s), Contractor shall notify the Authorized User and pass through the manufacturer's standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third party extended warranty after expiration of the Project warranty and extended warranty period(s).

e. Replacement Parts Warranty If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the Authorized User and guaranteed for the greater of: a) the warranty period under paragraph (d) above; or b) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

f. Virus Warranty The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

g. Date/Time Warranty Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

h. Workmanship Warranty Contract warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

i. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

73. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

74. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authorized Users.

75. INDEMNIFICATION RELATING TO THIRD PARTY RIGHTS The Contractor will also indemnify and hold the Authorized Users harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the Authorized Users in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the Authorized Users gross negligence or willful misconduct, provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

If usage shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue Usage (ii) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided the Authorized User is given a refund for any amounts paid for the period during which Usage was not feasible.

The foregoing provisions as to protection from third party rights shall not apply to any infringement occasioned by modification by the Authorized User of any Product without Contractor's approval.

In the event that an action at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the service or Product under the Contract infringes any patent, copyright or proprietary right, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the

Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract. Contractor shall in such event protect the interests of the Authorized User and secure a continuance to permit the Authorized User to appear and defend its interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Authorized User may have. This constitutes the Authorized User's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

76. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products and services, or parts thereof forming the basis of the Authorized User's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) one million dollars (\$1,000,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

77. INSURANCE Contractor shall secure and maintain insurance coverage as specified in the Bid Documents and shall promptly provide documentation of specified coverages to the Authorized User. If specified, the Contractor may be required to add the Authorized User as an additional insured.

THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY & NEGOTIATED CONTRACTS

78. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or

interest in any trademark, trade name, or service mark is granted hereunder.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the License Term shall be extended by the time period for testing, acceptance or trial.

c. Licensed Documentation If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractor's expense: (i) one (1) hard copy and one (1) master electronic copy of the Documentation in a mutually agreeable format; (ii) based on hard copy instructions for access by downloading from the Internet (iii) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License - one (1) copy per License
- Concurrent Users - 10 copies per site
- Processing Capacity - 10 copies per site

Software media must be in a format specified by the Authorized User, without requiring any type of conversion.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the terms of license.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Maintenance term(s) and any renewal(s) thereof are independent of the expiration of the Centralized Contract term and will not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of error corrections, updates, revisions, fixes, upgrade and new releases to Licensee, and (ii) Help Desk assistance with locally accessible "800" or toll free, local telephone service, or alternatively on-line Help Desk accessibility. Contractor shall maintain the Products so as to provide Licensee with the ability to utilize the Products in accordance with the Product documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Authorized User does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional

license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site (e.g., named users, seats, or MIPS); or ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (e.g., JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the function or business activity.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

h. Confidentiality Restrictions The Product is a trade secret, copyrighted and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as

authorized under the terms of Contract. Licensee will not remove or destroy any proprietary markings of Contractor.

i. **Restricted Use by Licensee** Except as expressly authorized by the terms of license, Licensee shall not:

- (i) Copy the Product;
- (ii) Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- (iii) Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

79. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User(s) shall have thirty (30) days from the date of delivery to accept hardware products and sixty (60) days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User(s) as of the expiration of that period. The License Term shall be extended by the time periods allowed for trial use, testing and acceptance unless the Commissioner or Authorized User agrees to accept the Product at completion of trial use.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

If the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability Clause for any liability for costs incurred at the direction or recommendation of Contractor.

80. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any site where a copy of the Product resides provided that: (i) Contractor gives Licensee(s) at least thirty (30) days advance written notice, (ii) such audit is conducted during such party's normal business hours, (iii) the audit is conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three (3) auditing/accounting firms from which the Licensee will select one (1). In no case shall the Business Software Alliance (BSA), Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) be used directly or indirectly to conduct audits, or be recommended by Contractor; (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit; and (v) if the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the NYS Net Price in effect at time of audit, or if none, then at the Contractor's U.S. Commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

81. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

a. Definitions

(i) For purposes of this paragraph, "Products." A deliverable furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

(ii) For purposes of this paragraph, "Existing Products." Tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.

(iii) For purposes of this paragraph, "Custom Products." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for Authorized User under the Contract.

b. Title to Project Deliverables Contractor acknowledges that it is commissioned by the Authorized User to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Bid or Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. **Hardware** - Title and ownership of Existing Hardware Product shall pass to Authorized User upon Acceptance.

2. **Software** - Title and ownership to Existing Software Product(s) delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed

Product”), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or ISV owner’s standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User’s satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purpose(s) stated in the Bid or Authorized User’s Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the licensee where the Authorized User is a state agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the ISV’s owner’s standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

(ii). **Custom Products:** Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor’s business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

c. **Transfers or Assignments to a Third Party Financing Agent** It is understood and agreed by the parties that a condition precedent to the consummation of the purchase (s) under the Contract may be the obtaining of acceptable third party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third party financing entity or trustee (“Trustee”) as collateral where required by the terms of the financing agreement. Trustee’s sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee’s rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee’s rights in such Licensed Product shall terminate immediately and Authorized User’s prior rights to such Existing Licensed Product shall be revived.

d. **Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS)** The Authorized User’s sale or other transfer of Custom Products which were acquired by the Authorized User using third party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this paragraph.

e. **Contractor’s Obligation with Regard to ISV (Third Party) Product** Where Contractor furnishes Existing Licensed Product(s) as a Project Deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or ISV’s standard license agreement, Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor’s sole cost and expense.

82. **PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer’s certified License Confirmation Certificates in the name of such Licensee; or (ii) a written confirmation from the Proprietary owner accepting Product invoice as proof of license. Contractor shall submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the Licensee.

83. **PRODUCT VERSION** Purchase Orders shall be deemed to reference Manufacturer’s most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by Authorized User and Contractor is willing to provide such version.

84. **CHANGES TO PRODUCT OR SERVICE OFFERINGS**

a. **Product or Service Discontinuance** Where Contractor is the Product Manufacturer/Developer, and Contractor publicly announces to all U.S. customers (“date of notice”) that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor (“withdrawn support”) is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner, each Licensee and each Authorized User then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) at Authorized User’s option, provided that the Authorized User is under contract for maintenance on the date of notice, either: provide the Authorized User with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable Authorized User to continue use and maintenance of the Product.

In the event that the Contractor is not the Product Manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five (5) business days of Contractor receiving notice from the Product Manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product Manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor’s obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor

ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to state approval, to an alternate Subcontractor.

b. **Product or Service Re-Bundling** In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify the State and each Authorized User in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

85. NO HARDSTOP/PASSIVE LICENSE MONITORING

Unless an Authorized User is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Contractor hereby warrants and represents that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision that Authorized User shall not have an adequate remedy at law, including monetary damages, and that Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Authorized User shall be entitled.

86. SOURCE CODE ESCROW FOR LICENSED PRODUCT

If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers, Contractor shall either: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) will certify to the State that the Product manufacturer/developer has named the State, acting by and through the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

FOR NEGOTIATED CONTRACTS THE FOLLOWING CLAUSES ARE RESERVED BECAUSE BIDDING DOES NOT APPLY:

Clauses: 7, 8, 9, 10, 11, 12, 13, 16, 15, 21, 25, 26, 28, 29, 30, 31, 32, 33, 36, 49, 50, 52, 54 and 37

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APPENDIX C
NASPO STANDARD TERMS AND CONDITIONS
*(National Organization of State Procurement Officials
terms for cooperative procurements)*

NASPO STANDARD TERMS AND CONDITIONS
Standard Contract Terms and Conditions
National Association of State Procurement Officials (NASPO) Cooperative
Procurements

PARTICIPANTS: The National Association of State Procurement Officials (“NASPO”) is a national association of Chief Procurement Officers that has created a guide for national cooperative procurement for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the NASPO Member States and territories of the United States. Obligations under contracts that result from this cooperative procurement are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting price agreement(s) will be permissive.

DEFINITIONS:

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting price agreement with the permission of the NASPO Member States.

“Offer” or “Bid” or “Proposal” refers to the offer submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, request for proposal, or otherwise. “Bidder” or “Offeror” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Permissive price agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by the contractor and a Participating State (or a political subdivision with the consent of its state’s chief procurement officer) that clarifies the operation of the price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a member of NASPO who has indicated its intent to participate as disclosed on the solicitation, or who subsequently signs a Participating Addendum where contemplated by the solicitation.

NASPO STANDARD TERMS AND CONDITIONS (cont'd)

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.

QUANTITY ESTIMATES: Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers’ numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the solicitation says “no substitute.” Offers will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF BIDS AND PROPOSALS: The Lead State reserves the right to accept or reject any or all bids or proposals, or parts of bids or proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated during testing, samples will be returned at an offeror’s request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

PATENTS, COPYRIGHTS, ETC: The Contractor shall release, defend, indemnify, and hold harmless NASPO, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of NASPO, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor’s use of any copyrighted or uncopyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

NASPO STANDARD TERMS AND CONDITIONS (cont'd)

AWARD: Multiple contracts may be awarded as a result of this solicitation. Awards in requests for proposals (competitive sealed proposals) shall be made to the responsible offeror(s) whose proposals are determined to be the most advantageous to the Participating States, taking into consideration price and the other evaluation factors set forth in the solicitation. The Participating States reserve the right to award items separately or by grouping items, or by total lot.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

TERMINATION: Unless otherwise stated in the solicitation, any contract entered into as a result of this solicitation may be terminated by either party upon 60-days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.

DEFAULT AND REMEDIES:

A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this contract.

B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.

NASPO STANDARD TERMS AND CONDITIONS (cont'd)

DEFAULT AND REMEDIES: (cont'd)

C. If the default remains after the opportunity for cure, the non-defaulting party may:

- (1) Exercise any remedy provided by law or equity;
- (2) Terminate the contract or any portion thereof, including any orders issued against the contract;
- (3) Impose liquidated damages, as specified in the solicitation or contract;
- (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the Lead State contract administrator, and upon request to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.

HOLD HARMLESS: The contractor shall release, defend, indemnify and hold harmless NASPO, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of NASPO, the Participating States and the Purchasing Entities, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any

NASPO STANDARD TERMS AND CONDITIONS (cont'd)

claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any NASPO state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY (including Year 2000): The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the Purchasing Entity under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, including year2000 compatibility and fitness, (d) the product will be suitable for any *special purposes* that the Purchasing Entity has relied on the contractor's skill or judgment to consider when it advised the Purchasing Entity about the product, (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which the Purchasing Entity has not been warned. "Year 2000 compatibility and fitness" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2000, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2000, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations. If problems arise, the contractor will repair or replace (at no charge to the Purchasing Entity) the product whose noncompliance is discovered and made known to the contractor in writing. Nothing in this warranty will be construed to limit any rights or remedies the Purchasing Entity may otherwise have under this contract with respect to defects.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Contract Administrator of the Lead State.

NASPO STANDARD TERMS AND CONDITIONS (cont'd)

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or not in compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

PAYMENT: Payment for completion of an contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Payments will be remitted by mail. Payments may be made via a Purchasing Entity's "Purchasing Card".

NASPO STANDARD TERMS AND CONDITIONS (cont'd)

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: NASPO is not liable for any costs incurred by the offeror in preparation of the bid or proposal.

CERTIFICATION REGARDING CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of NASPO or Participating States to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for NASPO or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the NASPO participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

CERTIFICATION REGARDING DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by NASPO.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

NASPO STANDARD TERMS AND CONDITIONS (cont'd)

AUDIT OF RECORDS: The contractor agrees to allow NASPO, State and Federal auditors, and state agency staff access to all the records related to this contract, and the right to copy those records, for audit, inspection and monitoring of services. Such access will be during normal business hours, or by appointment.

PRICES AS CEILING:

Price agreement prices represent ceiling prices for the supplies and services priced in the price agreement. The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders under similar terms and conditions..

STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS:

Apart from the Lead State conducting the solicitation, the States indicated on page 2 under "PURPOSE", Participating States have signified their intent to enter into a price agreement and, except where the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. Attachment A of the Solicitation includes any significant modifications to these terms and conditions or State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

Additional States may be added with the consent of the contractor and the Lead State (on behalf of the NASPO Participating States) through execution of a Participating Addendum.

Information for NYS Executive Agencies and Contract Users

As you are aware the State of New York, in conjunction with the National Association of State Procurement Officials, has established multi-state, comprehensive, multiple award contracts with authorized distributors or manufacturers. New York State authorized contract users, please refer to "HOW TO USE THIS CONTRACT." Contracts were awarded for equipment that qualifies for Homeland Security Grant Funding (HSGP), Law Enforcement Terrorism Prevention Program (LETPP) funding and the many grants coordinated by the NYS Division of Homeland Security and Emergency Services. It should be noted that there is equipment available on these contracts that may be used for emergency response related activities but does not qualify for grant funding. The contracts had an initial term of 5 years and have been renewed for an additional 5 years.

Equipment under the following categories is available:

1. Personal Protective Equipment (PPE)
2. Explosive Device Mitigation and Remediation Equipment
3. CBRNE Search and Rescue Equipment
4. Detection Equipment
5. Decontamination Equipment
6. Physical Security Enhancement Equipment
7. Terrorism Incident Prevention Equipment
8. CBRNE Logistical Support Equipment
9. Medical Supplies
10. CBRNE Reference Materials
11. Agricultural Terrorism Prevention, Response and Mitigation Equipment
12. Intervention Equipment
13. Other Authorized Equipment Offering is not limited to the categories as listed above, equipment filling additional authorized categories is offered

DEFINITIONS:

Authorized Equipment is equipment that the Federal Government has accepted as suitable for purchase using Federal Grant Program Administration (FGPA) monies. For questions regarding the procurement of equipment authorized under the Federal Emergency Management Agency (FEMA) grant guidelines and current lists of categories, please refer to the Responder Knowledge Base website; <http://www.rkb.us> The website has links to the current AEL (Authorized Equipment List) as determined by FEMA.

Certified Equipment is equipment that has been tested and meets appropriate industry standards that have been set by the government or other professional organizations such as National Fire Prevention Association (NFPA), UL - Underwriters lab, etc. For questions regarding the procurement of equipment certified under FEMA grant guidelines, please refer to the Responder Knowledge Base website; <http://www.rkb.us>

HOW TO USE THIS CONTRACT:

Authorized users may no longer purchase any item with a value greater than \$200,000 and all such items were removed from the contracts. No new items of that value or greater will be added for the remainder of the contract term. Additionally, items with a value greater than \$85,000 will be removed from the contracts by March 31, 2012.

When a NYS Agency plans to make a purchase from this contract where a single items value is more \$50,000 ***prior approval by OSC will be required.*** In submitting a purchase order to OSC for prior approval the authorized user must:

- ◆ Ensure that the commodities being acquired meet their form, function and utility needs;
- ◆ Document and justify the selection of the vendor;
- ◆ Document and justify the reasonableness of the price to be paid;
- ◆ Comply with the agency's internal policies and procedures

The basis for selection among multiple contracts at the time of purchase shall be the most economical alternative that meets form, function, and utility unless there are overriding practical issues, and should be in the best interests of the States, taking into consideration:

- ◆ Form, function and utility needs of the purchaser
 - ◆ Price
 - ◆ Overhead associated with storage and inventory of the goods
 - ◆ Note that construction costs to prepare for installation are not covered in this award
1. These contracts are not limited to authorized equipment only. If using Federal Homeland Defense funds or Law Enforcement Terrorism Prevention Federal Grant monies end-users should check to be sure equipment they wish to purchase under this contract is authorized. End-users must notify the vendor at time of ordering (place information on Purchase Order) that these funds or grant monies are being used. This is required to enable vendors to meet Federal grant tracking requirements.
 2. If you are purchasing a large volume of a specific piece of equipment or costly item and know the manufacturer of the product, please access the manufacturer line spreadsheet See Summary page at <http://www.ogs.ny.gov/purchase/spg/pdfdocs/3823219745ME.pdf>. This sheet lists manufacturers offered on this contract and the vendors carrying them. Obtain pricing from as many vendors as possible and compare. It is strongly recommended that contract users seek pricing from more than one contractor especially if they are purchasing large amounts of goods or high dollar amount items
 3. If you do not have a specific manufacturer item in mind, go to section of this award (page 8) that lists the types of equipment offered by vendors for a list of contractors and equipment categories offered.
 4. A price list is included in this award for each vendor so that you may check pricing. Select vendors offering the type of equipment you wish to purchase. Contact selected contractor and ask if pricing can be improved.
 5. Choose the most cost effective option meeting your needs; document your choice for the procurement record and proceed with the purchase.
 6. In case of emergency please follow your agency's emergency procurement procedures.

NYS Contract Users Please Note: For questions regarding the procurement of equipment authorized under the Federal Grant contact guidelines please refer to the Responder Knowledge Base website; <https://www.rkb.us>. The website has links to all of the current and prior year Authorized Equipment List's (AEL) as determined by FEMA. All procurements utilizing FEMA grants administered by the NYS Division of Homeland Security and Emergency Services (DHSES) can either visit the Responder Knowledge Base website or call DHSES at 1-518-242-5000. NYS Division of Homeland Security and Emergency Services website: <http://www.dhses.ny.gov/oct/>

Additional Information for NYS Contract Users

NYS contract users should be aware that there are additional NYS contracts that may offer similar equipment to that covered by some HIRE vendors.

Examples of other OGS centralized statewide contracts that may cover items needed for domestic preparedness include, but are not limited to:

Group Number	Title	Commodity
12000	Laboratory Supplies and Equipment (Biological Safety Cabinets and Accessories)	Baker Company Biological Safety Cabinets and Accessories.
12000	Laboratory Supplies and Equipment	Comprehensive, statewide, multiple award contracts for laboratory supplies and equipment.
20060	Books and Non-Print Library Materials and Related Ancillary Services	This award covers Books and Non-Print Library Materials and Related Ancillary Services. Types of Books included are Trade, Non-Trade, Scientific, Technical, Law, Text Books, Reference, Encyclopedias, Handbooks, University Press Publications, Society or Association Publications, Foreign Publications and Out of Print Books. Non-Print items include Audio Cassettes, Audio Visual Materials, Books on Tape/CD/DVD, CD-ROM, CD's, Encyclopedias, Laser Disc, Maps/Globes/Atlases/Charts, Microcomputer Software, Microform, Slides, Video Tapes, DVD's, Video Games & Sheet Music/Scores.
35205	Body Armor, Law Enforcement	This contract award contains various manufacturers' lines of Body Armor for law enforcement agencies including tactical, puncture and stab resistant. It also includes body and face shields, tactical helmets and other related riot control equipment.
20915	Furniture - All Types (Except Hospital Room and Patient Handling)	Furniture All Types Statewide: Household & Quarters; Office Case goods & Systems; School (all age groups); Shelving (open and high density) & Storage; Library; Computer; Auditorium & Theater; Task & Specialty Seating; Public Area Furnishings; Conference & Training Room. Excludes furniture specific to Hospital Room & Direct Patient Care.
38700	SCIENTIFIC EQUIPMENT (Molecular and Cell Biology, Spectroscopy, Chromatography, Human Identification & Forensics) (Instruments/Accessories, Consumables, Extended Equip Maintenance Warranties)	This award covers several manufacturers' lines of molecular and cell biology equipment, spectroscopy and photo spectrometer equipment, chromatography equipment, human identification and forensic equipment and related accessories, consumables and extended equipment maintenance warranties.
39000	Industrial and Commercial Supplies and Equipment	This comprehensive catalog contract provides a means for inventory reduction by offering quick shipping (usually 24-48 hours) of a broad array of products; aggregation and purchase of a variety of different products from the same contractor with a single order.
77200	Radio Communications Equipment	These are statewide, multiple award, periodic recruitment contracts that provide for the purchase, installation, and maintenance of two-way radio equipment and supplemental public-safety systems.

77200	Public Safety Ancillary Equipment and Accessories	Public Safety Equipment and Accessories
77201	Security Systems and Solutions	Security Systems and Solutions
35800	Traffic Control Equipment	Traffic Control equipment includes the components required for the installation, operation, control and maintenance of electronic traffic signal systems which are necessary for safe travel on the streets and highways.
35200	Firearms, ammunition, handcuffs, batons, holsters and targets	Firearms, ammunition, holsters, handcuffs, batons, targets and related products

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HIRE Contact Information For Ordering or Pricing Quotes

Company Name	Contact For Ordering	Phone #	Fax #	E-Mail Address
308 Systems, Inc.	Mark Lueker	(970) 282-7006 <i>Accepts Collect Calls</i>	(970) 282-7015	mlueker@308systems.com
Aardvark Tactical	Adolfo C. Alderete	(909) 451-6106	(626) 609-4028	aalderete@aardvarktactical.com
Adams Electronics, Inc.	Gina Adams	(918) 622-5000	(918) 622-5005	adamsinc@enid.com
ADS, Inc.	Brad Anderson	800-948-9433	757-440-3009	banderson@adsinc.com
Advanced Containment Systems, Inc.	Matt Byrd	(713) 987-0336 (800) 927-2271	(713) 987-0355	mbyrd@acsi-us.com
Ahura Corporation	Amy DiRuzza	978.284.6856	(978) 657-5921	amy.diruzza@thermofisher.com
American Innovations, Inc.	Diana Enciso	(845) 371-3333 X 900	(845) 371-3885	
Amron International	Van Richardson	(877) 462-6700 (760) 208-6520 Direct (866) 463-6754	(760) 599-3857	vrichardson@amronintl.com
AramSCO, Inc.	Donna McQuade	(856) 686-7753 (800) 767-6933 x 7753	(856) 686-7249	dmcquade@aramsco.com
Arrow-Tech, Inc.	Perry LaFountain	(701) 477-6461 X 135 (877) 477-6461 X 135	(701) 477-6464	perry@arrowtechinc.com
Atlantic Nuclear Corp.	John P. Anderson	(781) 828-9118 (800) 878-9118	(781) 828-1319 (888) 440-1319	anc@att.net

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B-LANN Equipment	Al Remington	(518) 274-7888	(518) 274-4954	aremingt@nycap.rr.com
	Greg Griffin	(518) 269-0477	(518) 274-4954	Griffi@aol.com
The Bassett Sales Corp.(GE Security)	Scott Bassett	(800) 422-1003	(800) 422-7119	Scott@bassettsales.com
		(818) 766-2117	(800) 422-7119	
Better Power, Inc. d/b/a Better Light and Power	Catherine S. Henn	(585) 475-1321	(585) 424-1190	GOV_ORDERS@betterlighting.com
		(800) 475-1321	(800) 475-4448	
Brunswick Commercial & Government Products	Douglas Natoce	(740) 397-2605	(740) 397-2605	douq.natoce@whaler.com
Buffalo Computer Graphics	Nancy E. Kensy	(716) 822-8668	(716) 822-2730	nkensy@buffalocomputergraphics.com
		(800) 823-8668		
Control Screening	Dennis Cunningham	(724) 837-5411	(724) 837-5425	dcunningham@autoclearus.com
	Gerald McKissock	(518) 373-2936		jmackissock@autoclearus.com
		(518) 369-0310 Cell		
	Toll Free	(800) 343-9727		
Digital Ally	Larry Dado	(800) 440-4947	(913) 814-7775	larry.dado@digitalallyinc.com
Dival	Tim Devin	(716) 874-9060 x159	(716) 874-4686	tdevin@divalsafety.com
		(800) 343-1354 x 159		
E.D. Bullard Company	David Vangelov	(800) 227-0423 X 874	(859) 234-6858	dave_vangelov@bullard.com
		(800) 227-0423		
ELSAG North America LLC	Sherri Corder	(845) 278-5425	(336) 379-7164	sherri.corder@elsagna.com
		(336) 379-7135		
Farber Specialty Vehicles	Ken Farber	(614) 863-6470	(614) 759-2098	kfarber@farberspecialty.com
		(800) 331-3188		
Ferno Washington	Becky Jenkins	(937) 283-2822	(937) 283-3622	bjenkins@ferno.com
		(800) 733-3766		

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First Line Technology, LLC	Amit Kapur	(703) 955-7510 X 121	(703) 955-7540	akapoor@firstlinetech.com
	Toll Free	(866) 556-0517		
Fisher Scientific Company, LLC	Cory Zamboni	(724) 517-2178	(724) 517-2116	cory.zamboni@thermofisher.com
FloatTech, Inc.	Michael Lobsinger, CTO	(518) 266-0964	(518) 266-0318	sales@floattech.com
General Atomics	Michelyn Santos	(800) 854-2233 (858) 522-8386	(858) 522-8301	michelyn.santos@ga-esi.com
Geomet Technologies	Hoyt Hughes	(301) 428-9898 X 252 (800) 296-9898	(301) 428-9482	hhughes@geomet.com
Global Protection, LLC	Jon Denker	(856) 768-2911 (856) 296-2625 Cell	(856) 768-2922	jon@globalprotectionusa.com
Guard Line Fire & Safety, Inc.	Wayne Dora	(201) 475-6600 X 47	(201) 703-8180	wdora@guardlinefire.com
Hagemeyer North America, Inc.	John McLoughlin	(866) 506-9361	(800) 332-4364	jmcloughlin@hagemeverna.com
Hi-Tech Fire and Safety	William Emory	(631) 777-5170	(631) 777-5171	b.emory@hitechfireandsafety.com

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Laerdal Medical Corporation	James Baker	(845) 297-7770 X 3693 (800) 648-1851 X 3693	(800) 266-4359	james.baker@laerdal.com
Laurus Systems, Inc.	Laura Lynch	(410) 465-5558 (866) 465-5558	(410) 465-5257	lauralynch@laurussystems.com
LDV, Inc.	Frank Solofra	(262) 757-2436 Direct (800) 558-5986	(262) 763-0156	fsolofra@ldvusa.com
Lenco Industries, Inc.	Terry D'Anna	(413) 443-7359 X 118 (800) 444-5362	(413) 445-7865	Terry@lencoarmor.com
Linstar Inc.	Melanie Cwiklinski	(716) 631-9200 (800) 655-5454	(716) 631-2024	melaniec@linstar.com
MBF Industries	John W Baker	(407) 323-9414 <i>Accepts Collect Calls</i>	(407) 330-2068	john-baker@mbfindustries.com
Municipal Emergency Services Inc.	Sue Berger	(800) 560-8030	(845) 691-4319	sberger@mesfire.com
Nabco, Inc.	Randy Markey	(724) 746-9617 <i>Accepts Collect Calls</i>	(724) 746-9709	randy@nabcoinc.com
OHD, LLC. <i>See Award Document For Distributor Contacts</i>	Danielle Theo	(205) 980-0180 (888) 464-3872	(205) 980-5764	dtheo@ohdusa.com
Pine Environmental Services, Inc.	Martin Diaz	(609) 371-9663 (800) 301-9663	(609) 371-1663	mdiaz@pine-environmental.com
PIPS Technology, Inc.	Lindsay Plummer	(865) 392-5547	(865) 392-5599	lplummer@federalsignal.com
Promark International, Inc.	Pat Baron	(631) 226-1541 (800) 645-4443	(631) 226-1259	promarkpat@aol.com
Prosperity Lighting Supply, Inc. d/b/a Better Light and Power	Catherine S. Henn	(585) 475-1321 (800) 475-1321	(585) 424-1190 (800) 475-4448	GOV_ORDERS@betterlighting.com
RAE Systems, Inc. <i>See Award Document For Distributor Contacts</i>	Roberta Potts	(408) 952-8256	(408) 952-8487	rpotts@raesystems.com
Rapiscan Systems, Inc.	Paul A. Barnes	(310) 349-2428	(310) 349-2491	pbarnes@rapiscansystems.com

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		(800) 318-7226		
Remotec, Inc	Remotec Sales	(865) 483-0228 X 165	(865) 483-1239	jim.daniels@ngc.com
Safeware, Inc.	Cathy Jones	(800) 331-6760 X 188 (301) 683-1212 X 188	(301) 683-1240	ciones@safewareinc.com
Science Applications International Corporation (SAIC)	Susan E. Banks	(443) 402-2664 Toll free: TBD	(443) 402-2770	susan.e.banks@saic.com
Scott Health and Safety <i>See Award Document For Distributor Contacts</i>	Becky Snyder	(704) 291-8324	(704) 291-8330	bsnyder@tycoint.com
Smiths Detection, Inc.	Debra Hart Martha Parra	973-496-9300	(973) 496-9300	dmor.salesdepartment@smithsdetection.com
Source One Distributors, Inc.	Claudine Guercio	(561) 296-0520 X 233 (866) 768-4327	(561) 514-1021	cguercio@buysourceone.com

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Strategic Response Initiatives, LLC	Brad Dashnaw	(518) 772-2902	(518) 677-1645	info@strategicRI.com
Survival Armor, Inc.	Cathy Lowe	(239) 210-0891 X 132 (866) 868-5001 X 132	(239) 210-0898	cathylowe@survivalarmor.com
Tactical & Survival Specialities, Inc.	Jon Miller	(540) 434-8974 X 4211 (877) 535-8774	(540) 434-7796	jmiller@tacsurv.com
Thermo Eberline LLC	Bob Thomson Jim Doyle	(603) 560-2339 (508) 553-1124 (800) 274-4212	(603) 329-8077 (508) 520-2815	bob.thomson@thermofisher.com jim.doyle@thermofisher.com
Tough Traveler Ltd.	Nancy Gold	(518) 377-8526 (800) 468-6844	(518) 377-5434	toughtraveler@aol.com
TSI Incorporated (direct) or A J Abrams	Pam Wittig Pam Lothrop	(800) 874-2811 (800) 842-3011	(651) 490-3824 (203) 226-8289	answers@tsi.com aiaabramsco@att.net
VWR International	Karen Robinson	(800) 932-5000 X 4270 (800) 947-4271	(866) 329-2897	karen_robinson@vwr.com
W. W. Grainger, Inc.	Jennifer Hicks	(518) 389-0194	(518) 869-1418	Jennifer.hicks@grainger.com
The Yodock Wall Company, Inc.	Kathleen Yodock	(954) 931-5247 (888) 496-3625	(570) 380-2859	kathleen@yodock.com
Zistos Corporation	John A Kennedy Jr.	(631) 434-1370	(631) 434-9104	jkennedy@zistos.com



Elaine F. Marshall
Secretary

North Carolina

DEPARTMENT OF THE
SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

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Date: 4/1/2014

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Corporation Names

Name	Name Type
NC ELSAG NORTH AMERICA LLC	LEGAL
NC REMINGTON ELSAG LAW ENFORCEMENT SYSTEMS, LLC	PREV LEGAL

Limited Liability Company Information

SOSID:	0780800
Status:	Current-Active
Effective Date:	5/5/2005
Citizenship:	FOREIGN
State of Inc.:	DE
Duration:	PERPETUAL
Annual Report Status:	CURRENT

Registered Agent

Agent Name:	PARACORP INCORPORATED
Office Address:	3125 POPLAR WOOD COURT #100 RALEIGH NC 27604
Mailing Address:	3125 POPLAR WOOD COURT #100 RALEIGH NC 27604

Principal Office

Office Address:	205 CREEK RIDGE RD. SUITE H GREENSBORO NC 27406
Mailing Address:	205 CREEK RIDGE ROAD SUITE H GREENSBORO NC 27406

Officers/Company Officials

Title:	MANAGER
Name:	WILLEM NIEUWKERK
Business Address:	205 H CREEK RIDGE ROAD GREENSBORO NC 27406

This website is provided to the public as a part of the Secretary of State Knowledge Base (SOSKB) system. Version: 2679

Elsag North America LLC
DUNS: 196140821 CAGE Code: 4DSY3
Status: Active

205 H Creek Ridge Rd
Greensboro, NC, 27406-4444 ,
UNITED STATES

Entity Overview

Entity Information

Name: Elsag North America LLC
Business Type: Business or Organization
POC Name: Nathan Maloney
Registration Status: Active
Activation Date: 12/12/2013
Expiration Date: 12/12/2014

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1624.20140326-1657

WWWZ

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



Search Results

Current Search Terms: elsag* north* america* llc*

Your search for "elsag* north* america* llc*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Elsag North America LLC	Status: Active
DUNS: 196140821	CAGE Code: 4DSY3	[View Details]
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 12/12/2014	Delinquent Federal Debt? No	

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

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CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 2014

In the County Commission of said county, on the 15th day of May 2014

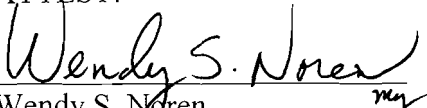
the following, among other proceedings, were had, viz:

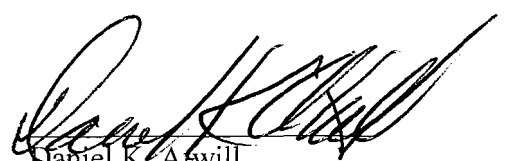
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C311171001 with Access Interpreters, LLC of Rocheport, MO for sign language interpreter services for Boone County as needed.

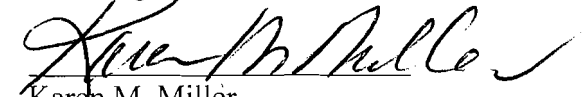
The terms of this Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

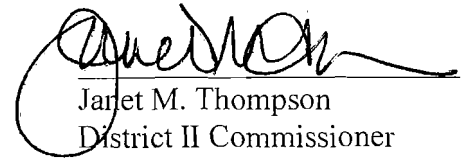
Done this 15th day of May, 2014.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

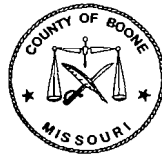

Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

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Boone County Purchasing

Elizabeth Sanders, CPPB
Senior Buyer



613 E. Ash St., Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Elizabeth Sanders
DATE: May 6, 2014
RE: Cooperative Contract: C311171001 – Sign Language Interpreter Services

Purchasing requests permission to utilize the State of Missouri cooperative contract C311171001 with Access Interpreters, L.L.C., of Rocheport, Missouri. Services will be for sign language interpreter services for Boone County as needed, per the terms and conditions, requirements and specifications of contract C311171001, including prices, as described for County of Boone. State Contract C311171001 is attached for reference. Specifically:

Boone County- Intermediate Level - Non specialized Interpreter Services
Line Item #001: \$45.00 per hour between 8:00 am and 5:00 pm.
Line Item #002: \$55.00 per hour after 5:00 pm, Holidays and Weekends.
Line Item #003: \$0.00 each, One Time Emergency Charge

Boone County- Advanced Level - Specialized Interpreter Services
Line Item #004: \$45.00 per hour between 8:00 am and 5:00 pm.
Line Item #005: \$55.00 per hour after 5:00 pm, Holidays and Weekends.
Line Item #006: \$0.00 each, One Time Emergency Charge

Boone County- Comprehensive Level – Specialized Interpreter Services
Line Item #007: \$45.00 per hour between 8:00 am and 5:00 pm.
Line Item #008: \$55.00 per hour after 5:00 pm, Holidays and Weekends.
Line Item #009: \$0.00 each, One Time Emergency Charge

The term of this contract shall commence with date of commission order through December 31, 2014 with no remaining extensions available on the state contract.

cc: Contract File

**PURCHASE AGREEMENT
FOR
C311171001 – Sign Language Interpreter Services
Primary Vendor – Sign Language Interpreter Services**

THIS AGREEMENT dated the 15th day of May 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Access Interpreters, L.L.C.**, 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 **Sign Language Interpreter Services**, in compliance with all bid specifications and any addenda issued for the State of Missouri Contract C311171001, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract C311171001, and Boone County Standard Terms and Conditions shall prevail and control over the vendor’s bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with sign language interpreter services, as specified and priced in State of Missouri’s contract C311171001, for Boone County. Specifically:

Boone County- Intermediate Level - Non specialized Interpreter Services

Line Item #001: \$45.00 per hour between 8:00 am and 5:00 pm.

Line Item #002: \$55.00 per hour after 5:00 pm, Holidays and Weekends.

Line Item #003: \$0.00 each, One Time Emergency Charge

Boone County- Advanced Level - Specialized Interpreter Services

Line Item #004: \$45.00 per hour between 8:00 am and 5:00 pm.

Line Item #005: \$55.00 per hour after 5:00 pm, Holidays and Weekends.

Line Item #006: \$0.00 each, One Time Emergency Charge

Boone County- Comprehensive Level – Specialized Interpreter Services

Line Item #007: \$45.00 per hour between 8:00 am and 5:00 pm.

Line Item #008: \$55.00 per hour after 5:00 pm, Holidays and Weekends.

Line Item #009: \$0.00 each, One Time Emergency Charge

3. **Contract Term** - This agreement shall commence on **the date written above and extend through December 31, 2014** subject to the provisions for termination specified below. This agreement has a final expiration date of December 31, 2014.

4. **Billing and Payment** - All billing shall be invoiced to the using department. Billings may only include the prices listed in the vendor’s bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to

the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

ACCESS INTERPRETERS, L.L.C.

by [Signature]
title owner

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

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

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

[Signature] by [Signature] No Encumbrance Term and Supply-county wide Required 05/07/14
Signature Date Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

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 coverage. 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.

(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.

KATHERINA M. CHRISTENSEN Owner
Name and Title of Authorized Representative


Signature

4-25-14
Date

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

County of Boone)
State of Missouri)ss

My name is KATHERYN CHRISTENSEN I am an authorized agent of _____

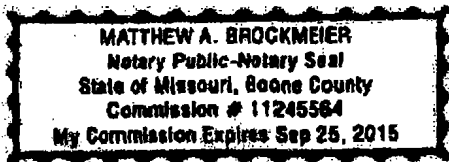
Access Interpreters (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services 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] 4-29-14
Affiant Date
KATHERYN M. CHRISTENSEN
Printed Name

Subscribed and sworn to before me this 29th day of April, 2014.



Matthew A Brockmeier
Notary Public

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

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 **Access Interpreters L.L.C.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



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

NOTIFICATION OF STATEWIDE CONTRACT

August 6, 2013

CONTRACT TITLE: Sign Language Interpreter Services

CURRENT CONTRACT PERIOD: January 1, 2014 through December 31, 2014

BUYER INFORMATION: Megan Howser
(573) 751-1686
Megan.howser@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	January 1, 2012 through December 31, 2012	December 31, 2014

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

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C311171001	2602102890 0	Access Interpreters LLC PO Box 126 Rocheport MO 65279 Attn: Katheryn Christensen Phone: 573-445-5890 Fax: 573-445-5892 Email: access.interpreters.llc@gmail.com	N/A	Yes
C311171002	2011618480 0	Associates in Sign Language LLC PO Box 1883 Nixa MO 65714 Attn: Cindy Lear Phone: 417-889-8377 Email: c.lear@att.net	N/A	Yes

STATEWIDE CONTRACT HISTORY

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

Contract Period	Issue Date	Summary of Changes
1/1/14 thru 12/31/14	08/06/13	All contracts renewed.
1/1/13 thru 12/31/13	02/13/13	All contracts renewed.
1/1/13 thru 12/31/13	02/06/13	Renewed contracts. Two renewals pending. Updated address for Geneva Worldwide, Inc. (Contract C311171009).
1/1/12 thru 12/31/12	08/01/12	Changed the Buyer Information on page one from Jeena Hunget to Megan Howser and updated telephone numbers for Communication Services for the Deaf, Inc. (Contract C311171005).
1/1/12 thru 12/31/12	05/15/12	Clarified the Pricing Pages.
1/1/12 thru 12/31/12	05/02/12	Changed email address for Deaf Services 2004, LLC (Contract C311171007).
1/1/12 thru 12/31/12	10/27/11	Initial issuance of new statewide contract

1. CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The contractor shall provide sign language interpreter services (hereinafter to as interpreter services) for any requesting state agency of the State of Missouri (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.
- a. The contractor shall provide interpreter services in the county(ies) indicated in the Notice of Award issued by the Division of Purchasing and Materials Management. The contractor shall provide interpreter services at site(s) designated by the state agency. If requested by a state agency, the contractor may provide services outside of an awarded county.
 - b. For the purposes of this document, interpreter services shall be the translation of English spoken or written concepts to any necessary specialized vocabulary used by a deaf person or the translating of a deaf person's specialized vocabulary to English spoken or written concepts. A telecommunications operator providing deaf relay service or a person providing operator services for the deaf person shall not be considered to be interpreting.
- 1.1.2 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that any state agency of the State of Missouri may participate in the contract, but that the contract does not require mandatory participation by any state agency. The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri, a state agency may, at its own discretion, obtain alternate services elsewhere.
- 1.1.3 Cooperative Procurement Program - If the contractor has indicated agreement on the Pricing Page with participation in the Cooperative Procurement Program, the contractor shall provide sign language interpreter services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.4 Other services - If proposed by the contractor in response to the proposal, the contractor may also be requested to provide other miscellaneous services as an adjunct of the contractor's sign language interpreter services. However, the contractor shall agree and understand that any state agency shall only be permitted to use such other services in conjunction with the sign language interpreter services described herein and not on a stand-alone basis. If other services are requested by the using state agency, the contractor shall provide such services in accordance with instructions provided by the using state agency.

1.2 Assignment of Interpreter Services:

- 1.2.1 The contractor shall provide interpreter services at any time 24 hours a day, seven days a week. Therefore, the contractor must be available in the manner (beeper service, phone voice, or message services, etc.) for a state agency to contact the contractor for services at any time 24 hours a day, seven days a week.
- 1.2.2 In the event multiple contracts exist for a particular location, except as otherwise stated herein, the state agency shall contact the lowest priced contractor for such service.
- a. Upon contact by the state agency, the contractor shall review the anticipated needs of the state agency and, except when services are needed within the next twenty-four (24) hours (hereinafter referred to as emergency interpreter services) the contractor shall advise the state agency within twenty-four (24) hours after the state agency's contact if the required interpreter services can be provided by the contractor within the time frame required by the state agency. For emergency interpreter service requests, the contractor must advise the state agency immediately if the contractor can meet the state agency's needs in regard to interpreting services.

For emergency interpreting requests, if the contractor does not contact the state agency within a reasonable time frame (as determined by the state agency on a case by case basis), the contractor shall agree and understand that the state agency shall have the right to contact the next lowest priced contractor to obtain the needed services.

- b. The contractor must decline to provide the needed interpreter services if competent interpreters or the level of interpreters requested are not available in the time frame required by the state agency.
 - 1) In the event the contractor is unable to perform services on a consistent basis as determined by the State of Missouri, the contractor's contract may be in breach and appropriate action may be pursued by the state.
- c. If required by the state agency, the contractor shall provide resumes with references for interpreter(s) available for use by the state agency. The contractor shall not be required to submit more than six (6) such resumes. The state agency reserves the right to conduct interviews with any interpreters identified as being available for interpreting services.
- d. If required by the state agency, any interpreter identified for providing interpreter services shall have a security clearance approved by the state agency prior to providing services for the state agency. The contractor shall request and receive the security clearance information from the Missouri State Highway Patrol for each interpreter. By no later than five (5) calendar days after state agency notification, the contractor shall provide the state agency with a completed Authorization for Release of Information Form (Attachment #1) individually signed by the contractor and the anticipated personnel who shall be providing service.
- e. Based on the reviews of resume information, security clearance information, and/or prior experience with a specific interpreter, the state agency reserves the right to determine any interpreter as unacceptable and reject any or all of the interpreter(s) selected by the contractor as unacceptable. The state agency should provide the contractor with justification for such rejection, however, the decision by the state agency regarding use of such interpreter shall be final and without recourse.

1.2.3 In the event the lowest priced contractor is unable to provide the required services due to unavailability of a qualified interpreter, the determination by the state agency of an unacceptable interpreter, or in the event that the contractor doesn't respond regarding the availability of interpreters within the required time frame, the state agency shall contact the next lowest priced contractor. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.

1.3 Specific Requirements for Sign Language Interpreter Services:

1.3.1 The contractor shall coordinate all interpreter service assignments with the specific state agency requesting interpreter services.

1.3.2 In the event a state agency assignment exceeds two hours of interpreting or assignment is for a public meeting where (non-stop) continuous interpreting is required, the contractor shall provide two interpreters. The interpreters shall work together as a team so that no one interpreter provides interpreting services in excess of two continuous hours.

1.3.3 In the event a scheduled interpreter is unable to keep an appointment or in the event that a competent interpreter is no longer available, the contractor shall notify the requesting state agency in advance with at least a minimum of twenty-four (24) hours notice. The contractor shall provide a substitute interpreter with credentials and specialized skills equal to the originally scheduled interpreter. The contractor shall not be paid additional charges or fees for providing a substitute interpreter.

- a. In the event the contractor is unable to provide a substitute for reasons beyond the contractor's control, the contractor must notify the requesting state agency of the contractor's inability to perform the requested service.

- 1) Notifying the state agency in advance shall relieve the contractor from providing a substitute for only that particular interpreting assignment.

1.3.4 The contractor shall provide sign language interpreters that are certified and licensed interpreters in accordance with section 209, RSMo and 5 CSR 100-200.100. The contractor shall ensure that the interpreters maintain their certificates and licenses in active status and good standing.

- a. If required by the state agency, the contractor shall provide copies of certificates and licenses to the state agency.
- b. Individuals involved in facilitating communication other than manual communication are exempt from sections 209.285 – 209.318, RSMo, and the Code of State Regulations under Title 5, Division 100, Chapter 200, until such time as an evaluation methodology can be implemented by the Board for Certification of Interpreters, the contractor shall abide by the methodology once implemented by the Board for Certification of Interpreters. Modes exempt are:

- Cued Speech;
- Oral Interpreting;
- Tadoma;
- Amanubet; and
- Alphabet printing.

1.3.5 The contractor shall not provide an interpreter in excess of forty hours per week for an individual state agency unless requested or approved by the state agency.

1.3.6 In accordance with all applicable laws, regulations, and procedures, the contractor and the contractor's interpreter shall maintain strict confidentiality of all information and records which the contractor or the interpreter provided by the contractor may come in contact with or be privy to in the course of providing services. The contractor and the contractor's interpreter provided by the contractor shall affirm, in writing, that confidential information shall not be disclosed either during or after the provision of services or following the termination of the interpreter's employment/association with the contractor.

1.3.7 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

1.4 Specialized Sign Language Interpreter Requirements:

1.4.1 The state agency shall identify the specific skill level (e.g. Comprehensive, Advanced, Intermediate) of interpreting services required at the time of the request for service.

- a. The skill levels can be viewed at the following link <http://www.sos.mo.gov/adrules/csr/current/5csr/5c100-200.pdf> (approximately pages 46-51) or in the Code of State Regulation at the following link <http://www.sos.mo.gov/adrules/csr/current/5csr/5c100-200.pdf> :

- 1) The contractor shall provide an interpreter with a skill level of Advanced or Comprehensive when interpreting for persons who have speech impairments, as well as interpreting medical concepts/language, mental health therapy, mental health testing and evaluation, mental health topics in therapeutic situations, legal topics/concepts that focus on a client's incarceration, capacity, etc., and highly technical concepts such as data processing terms.
- 2) Interpreting assignments that are not involved in helping to determine a client's mental or legal status shall not require higher than a skill level Intermediate unless the state agency chooses to term the assignment as specialized.
- 3) Training sessions, similarly, shall not require higher than a skill level Intermediate even if the training is for mental health clients or employees.

1.4.2 The contractor shall understand and agree that the specific requirements of performing specialized interpretation services shall be identified by the state agency at the time of the request for service. For example, the contractor

may be assisting state agency personnel in the admission of a client to a psychiatric hospital. The contractor would have to interpret between the client and the client's doctor. The client(s) may be adult(s), child(ren), or adolescent(s). The specifics shall be identified by the using state agency at the time the contractor's services are requested.

1.5 Reporting Requirements:

- 1.5.1 By no later than thirty (30) calendar days following the end of the contract period, the contractor shall submit a usage report to the Division of Purchasing and Materials Management of the services provided for all of the various using state agencies during the previous contract period. The contractor must submit the report using Attachment 2 in Excel. Reports in PDF or similar format shall be considered unacceptable. At a minimum the report must contain the information listed in Attachment 2.
- a. In addition, the contractor shall submit the usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the requesting state agency for only those services provided for the specific state agency. The contractor must submit the report electronically, in an analysis-ready format specified by the state agency, such as Microsoft Excel or Access.
 - b. The contractor shall develop and provide ad hoc reports as required and requested by the Division of Purchasing and Materials Management or any state agency at no additional cost to the state. The contractor must submit the ad hoc reports electronically in an analysis-ready format specified and approved by the Division of Purchasing and Materials Management or requesting state agency.

1.6 State Agency Requirements:

- 1.6.1 The state agency shall attempt to give at least twenty-four hours notice to the contractor of cancellation of services previously requested.
- 1.6.2 The state agency shall inform the contractor of possible dangerous situations, including the behavior of the client. The state agency shall take every possible measure to ensure the safety of the contractor. However, the contractor may refuse to provide services for such situations with no negative reflection on contractual performance. The State of Missouri does not purport to identify every possible instance of a dangerous situation.
- 1.6.3 In the event a conflict and/or problem occurs with any interpreter(s) provided by the contractor, the state agency should notify the contractor.

1.7 Invoicing and Payment Requirements:

- 1.7.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 1.7.2 Upon completion of the specific interpreting assignment, the contractor shall invoice the state agency which has received the service. The invoice must state the name(s) of the interpreter providing service, the level of

interpreting provided (Comprehensive, Advanced, Intermediate), and the number of hours of service provided by each interpreter.

1.7.3 The contractor shall be paid for services provided according to prices stated on the pricing page for services actually provided.

- a. The contractor shall be paid on an hourly basis by the state agency requesting interpreter services and for which services have been provided. The hourly price for interpreting services shall begin at the scheduled time of the interpreting assignment as requested and authorized by the state agency, (provided the interpreter is present at the scheduled time), and shall be prorated to the quarter hour to correspond to the actual time of delivered service. The applicable hourly price chargeable shall be based on the time of the assignment of service.
- b. In the event the contractor provides interpreter service within twenty-four hours of the state agency's request, the contractor shall be entitled to the emergency fee stated on the Pricing Page, in addition to the hourly price for service. The emergency fee shall be a one-time charge and shall be assessed only once for the specific work assignment to which it applies.
- c. In the event the contractor's services are required for less than two hours for attending any scheduled interpreting assignment as requested and authorized by a state agency or in the event an interpreting assignment is cancelled by the state agency without at least twenty-four hours notice of the cancellation, the contractor shall be paid for two hours of service. In the event an assignment is cancelled by the state agency without at least twenty-four hours notice of the cancellation and more than two hours of services were requested, the contractor shall be paid for the amount of time the assignment was requested.
 - 1) In no event shall the contractor be paid for more than one interpreter for an assignment that was scheduled for less than two hours.
- d. The contractor shall be paid for the time allotted for the interpreter's lunch break, or other extended official dismissal.
 - 1) In the event the contractor provided two or more interpreters as required for an assignment, each interpreter shall be paid for the time allotted for the interpreter's lunch break, or other extended official dismissal.
- e. In the event of a dispute regarding invoicing occurs, the state agency shall determine the appropriate invoicing amount (hours to be invoiced). The contractor shall agree and understand that the state agency's determination shall be final and without recourse.

1.7.4 In the event fewer hours of service are provided than originally requested by the state agency, the contractor shall be paid as follows:

- a. If eight hours or less service are requested and provided, the contractor shall be paid for the amount of service requested. However if less than two hours of services are requested and provided, the contractor shall be paid for two hours of service.
- b. If more than eight hours of service are requested but eight hours or less are provided, the contractor shall be paid for eight hours.
- c. If more than eight hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.

1.7.5 Other Services – If other services were provided, the contractor shall invoice for and shall be paid for such services in accordance with the price specified in the pricing schedule of the contract.

1.7.6 In the event the state agency requests interviews prior to selecting an interpreter, the state agency shall pay the contractor for the actual time of the interview(s) for each person and, if present, the contractor's management.

The contractor's management and the person shall be paid for the actual time of the interviews in accordance with the firm, fixed price per hour stated on the Pricing Page for Intermediate interpreting.

1.7.7 In the event the contractor provided interpreter services outside the contractor's awarded county(ies), the contractor shall be reimbursed as follows:

a. Travel and Related Expenses - The contractor shall invoice and be reimbursed for actual and reasonable travel and travel related expenses pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS).

1) The contractor must have the prior written approval of the state agency for any such expenses. In addition, the contractor must have the prior approval of the state agency for any travel related expenses which may exceed the CONUS rates.

2) The Office of Administration Travel Regulations can be found on the Internet at the following address: <http://oa.mo.gov/acct/10-11.010.pdf>. The actual mileage rate changes regularly. For current rate see: <http://www.oa.mo.gov/acct/>.

3) The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>

1.7.8 Each state agency shall only be responsible for the payment for services provided to that state agency.

1.7.9 Other than the payments or reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

1.7.10 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

1.7.11 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.

1.7.12 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

1.7.13 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

1.8 Other Contractual Requirements:

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

a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the

contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 1.8.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 1.8.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 1.8.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 1.8.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 1.8.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain adequate liability insurance in the form(s) and

amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified immediately.

1.8.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
 - 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
 - 2) shall not henceforth be in such violation and
 - 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

1.8.8 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

1.8.9 Authorized Personnel -

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
 - d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 1.8.10 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 1.8.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 1.8.12 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 1.8.13 Confidentiality -
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
 - b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 1.8.14 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

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

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

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

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

- a. The percentage of the total costs of the program or project which will be financed with Federal money;

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

1.10 Business Associate Provisions:

1.10.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

- 1) "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- 2) "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
- 3) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
- 4) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
- 5) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 6) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 7) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
- 8) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
- 9) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
- 10) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.

d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

1.10.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- e. The contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.10.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Encryption of any portable device used to access or maintain protected health information or use of equivalent safeguard.
 - 4) Encryption of any transmission of electronic communication containing protected health information or use of equivalent safeguard.
 - 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.

- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

- 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
 - n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
 - o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
 - p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

1.10.4 Obligations of the State Agency:

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

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

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

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

CONTRACTORS AND PRICING BY LEVEL AND COUNTY C311171 – STATEWIDE

Intermediate Level – Non-Specialized Interpreter Services					
County	Vendor	Contract Number	Price 8:00-5:00 <i>(Line Item 001)</i>	After 5, Holidays, & Weekends <i>(Line Item 002)</i>	One Time Emergency Charge <i>(Line Item 003)</i>
Adair	Bridge Interpreting	C311171003	\$54.00	\$84.00	\$30.00
	Columbia Interpreting Services	C311171004	\$200.00	\$210.00	\$50.00
	Communication Services for the Deaf	C311171005	\$50.00	\$60.00	\$10.00
	Geneva Worldwide	C311171009	\$60.00	\$60.00	\$25.00
	Interpreters Unlimited	C311171011	\$68.00	\$70.00	\$65.00
Andrew	Bridge Interpreting	C311171003	\$45.00	\$70.00	\$30.00
	Communication Services for the Deaf	C311171005	\$50.00	\$60.00	\$10.00
	Geneva Worldwide	C311171009	\$60.00	\$60.00	\$25.00
	Interpreters Unlimited	C311171011	\$68.00	\$70.00	\$65.00
Atchison	Bridge Interpreting	C311171003	\$54.00	\$84.00	\$30.00
	Communication Services for the Deaf	C311171005	\$50.00	\$60.00	\$10.00
	Geneva Worldwide	C311171009	\$60.00	\$60.00	\$25.00
	Interpreters Unlimited	C311171011	\$68.00	\$70.00	\$65.00
Audrain	Access Interpreters LLC	C311171001	\$70.00	\$75.00	\$0.00
	Bridge Interpreting	C311171003	\$49.00	\$77.00	\$30.00
	Columbia Interpreting Services	C311171004	\$95.00	\$105.00	\$35.00
	Communication Services for the Deaf	C311171005	\$50.00	\$60.00	\$10.00
	Contreras Enterprise	C311171006	\$65.00	\$65.00	\$65.00
	Deaf Way Interpreting Services	C311171008	\$130.00	\$195.00	\$30.00
	Geneva Worldwide	C311171009	\$60.00	\$60.00	\$25.00
	Interpreters Unlimited	C311171011	\$68.00	\$70.00	\$65.00
Barry	Associates in Sign Language	C311171002	\$125.00	\$130.00	\$50.00
	Bridge Interpreting	C311171003	\$54.00	\$84.00	\$30.00
	Communication Services for the Deaf	C311171005	\$50.00	\$60.00	\$10.00
	Geneva Worldwide	C311171009	\$60.00	\$60.00	\$25.00
	Interpreters Unlimited	C311171011	\$68.00	\$70.00	\$65.00

Intermediate Level – Non-Specialized Interpreter Services

County	Vendor	Contract Number	Price 8:00-5:00 <i>(Line Item 001)</i>	After 5, Holidays, & Weekends <i>(Line Item 002)</i>	One Time Emergency Charge <i>(Line Item 003)</i>
Barton	Associates in Sign Language	C311171002	\$125.00	\$130.00	\$50.00
	Bridge Interpreting	C311171003	\$54.00	\$84.00	\$30.00
	Communication Services for the Deaf	C311171005	\$50.00	\$60.00	\$10.00
	Geneva Worldwide	C311171009	\$60.00	\$60.00	\$25.00
	Interpreters Unlimited	C311171011	\$68.00	\$70.00	\$65.00
Bates	Bridge Interpreting	C311171003	\$54.00	\$84.00	\$30.00
	Columbia Interpreting Services	C311171004	\$150.00	\$160.00	\$50.00
	Communication Services for the Deaf	C311171005	\$50.00	\$60.00	\$10.00
	Geneva Worldwide	C311171009	\$60.00	\$60.00	\$25.00
	Interpreters Unlimited	C311171011	\$68.00	\$70.00	\$65.00
Benton	Access Interpreters LLC	C311171001	\$150.00	\$155.00	\$0.00
	Bridge Interpreting	C311171003	\$54.00	\$84.00	\$30.00
	Communication Services for the Deaf	C311171005	\$50.00	\$60.00	\$10.00
	Geneva Worldwide	C311171009	\$60.00	\$60.00	\$25.00
	Interpreters Unlimited	C311171011	\$68.00	\$70.00	\$65.00
Bollinger	Bridge Interpreting	C311171003	\$73.00	\$103.00	\$30.00
	Communication Services for the Deaf	C311171005	\$50.00	\$60.00	\$10.00
	Deaf Way Interpreting Services	C311171008	\$130.00	\$195.00	\$30.00
	Geneva Worldwide	C311171009	\$60.00	\$60.00	\$25.00
	Interpreters Unlimited	C311171011	\$68.00	\$70.00	\$65.00
Boone	Access Interpreters LLC	C311171001	\$45.00	\$55.00	\$0.00
	Bridge Interpreting	C311171003	\$45.00	\$70.00	\$30.00
	Columbia Interpreting Services	C311171004	\$45.00	\$55.00	\$35.00
	Communication Services for the Deaf	C311171005	\$50.00	\$60.00	\$10.00
	Contreras Enterprise	C311171006	\$65.00	\$65.00	\$65.00
	Deaf Way Interpreting Services	C311171008	\$130.00	\$195.00	\$30.00
	Geneva Worldwide	C311171009	\$60.00	\$60.00	\$25.00
	Interpreters Unlimited	C311171011	\$68.00	\$70.00	\$65.00

	Bridge Interpreting	C311171003	\$72.00	\$102.00	\$30.00
Advanced Level – Specialized Interpreter Services					
County	Vendor	Contract Number	Price 8:00-5:00 <i>(Line Item 004)</i>	After 5, Holidays, & Weekends <i>(Line Item 005)</i>	One Time Emergency Charge <i>(Line Item 006)</i>
Barton	Communication Services for the Deaf	C311171005	\$60.00	\$70.00	\$15.00
	Geneva Worldwide	C311171009	\$65.00	\$65.00	\$25.00
	Interpreters Unlimited	C311171011	\$72.00	\$74.00	\$65.00
Bates	Bridge Interpreting	C311171003	\$72.00	\$102.00	\$30.00
	Columbia Interpreting Services	C311171004	\$150.00	\$160.00	\$50.00
	Communication Services for the Deaf	C311171005	\$60.00	\$70.00	\$15.00
	Geneva Worldwide	C311171009	\$65.00	\$65.00	\$25.00
	Interpreters Unlimited	C311171011	\$72.00	\$74.00	\$65.00
Benton	Access Interpreters LLC	C311171001	\$150.00	\$155.00	\$0.00
	Bridge Interpreting	C311171003	\$72.00	\$102.00	\$30.00
	Communication Services for the Deaf	C311171005	\$60.00	\$70.00	\$15.00
	Geneva Worldwide	C311171009	\$65.00	\$65.00	\$25.00
	Interpreters Unlimited	C311171011	\$72.00	\$74.00	\$65.00
Bollinger	Bridge Interpreting	C311171003	\$90.00	\$120.00	\$30.00
	Communication Services for the Deaf	C311171005	\$60.00	\$70.00	\$15.00
	Deaf Way Interpreting Services	C311171008	\$150.00	\$225.00	\$30.00
	Geneva Worldwide	C311171009	\$65.00	\$65.00	\$25.00
	Interpreters Unlimited	C311171011	\$72.00	\$74.00	\$65.00
Boone	Access Interpreters LLC	C311171001	\$45.00	\$55.00	\$0.00
	Bridge Interpreting	C311171003	\$60.00	\$85.00	\$30.00
	Columbia Interpreting Services	C311171004	\$45.00	\$55.00	\$35.00
	Communication Services for the Deaf	C311171005	\$60.00	\$70.00	\$15.00
	Contreras Enterprise	C311171006	\$65.00	\$65.00	\$65.00
	Deaf Way Interpreting Services	C311171008	\$150.00	\$225.00	\$30.00
	Geneva Worldwide	C311171009	\$65.00	\$65.00	\$25.00
	Interpreters Unlimited	C311171011	\$72.00	\$74.00	\$65.00

Comprehensive Level – Specialized Interpreter Services

County	Vendor	Contract Number	Price 8:00-5:00 <i>(Line Item 007)</i>	After 5, Holidays, & Weekends <i>(Line Item 008)</i>	One Time Emergency Charge <i>(Line Item 009)</i>
Barton	Associates in Sign Language	C311171002	\$135.00	\$140.00	\$50.00
	Bridge Interpreting	C311171003	\$90.00	\$120.00	\$30.00
	Communication Services for the Deaf	C311171005	\$70.00	\$80.00	\$20.00
	Geneva Worldwide	C311171009	\$70.00	\$70.00	\$25.00
	Interpreters Unlimited	C311171011	\$73.00	\$75.00	\$65.00
Bates	Bridge Interpreting	C311171003	\$90.00	\$120.00	\$30.00
	Columbia Interpreting Services	C311171004	\$150.00	\$160.00	\$50.00
	Communication Services for the Deaf	C311171005	\$70.00	\$80.00	\$20.00
	Geneva Worldwide	C311171009	\$70.00	\$70.00	\$25.00
	Interpreters Unlimited	C311171011	\$73.00	\$75.00	\$65.00
Benton	Access Interpreters LLC	C311171001	\$150.00	\$155.00	\$0.00
	Bridge Interpreting	C311171003	\$90.00	\$120.00	\$30.00
	Communication Services for the Deaf	C311171005	\$70.00	\$80.00	\$20.00
	Geneva Worldwide	C311171009	\$70.00	\$70.00	\$25.00
	Interpreters Unlimited	C311171011	\$73.00	\$75.00	\$65.00
Bollinger	Bridge Interpreting	C311171003	\$113.00	\$143.00	\$30.00
	Communication Services for the Deaf	C311171005	\$70.00	\$80.00	\$20.00
	Deaf Way Interpreting Services	C311171008	\$160.00	\$240.00	\$30.00
	Geneva Worldwide	C311171009	\$70.00	\$70.00	\$25.00
	Interpreters Unlimited	C311171011	\$73.00	\$75.00	\$65.00
Boone	Access Interpreters LLC	C311171001	\$45.00	\$55.00	\$0.00
	Bridge Interpreting	C311171003	\$75.00	\$100.00	\$30.00
	Columbia Interpreting Services	C311171004	\$45.00	\$55.00	\$35.00
	Communication Services for the Deaf	C311171005	\$70.00	\$80.00	\$20.00
	Contreras Enterprise	C311171006	\$65.00	\$65.00	\$65.00
	Deaf Way Interpreting Services	C311171008	\$160.00	\$240.00	\$30.00
	Geneva Worldwide	C311171009	\$70.00	\$70.00	\$25.00

Search Type: Starting With
Search Date: 3/26/2014

Search Criteria: Access Interpreters LLC
Search Time: 16:16

Click on the Business Entity Name or Charter Number to view more information.

Business Entity Name	Charter Number	Type	Status	Entity Creation Date
Access Interpreters, L.L.C.	LC0818065	Limited Liability Company	Active	5/21/2007

Records Returned 1 to 1

Foreign registrants (not including Canadian) trying to register or update their entity information in SAM will experience technical difficulties today. Please check this page for updated status before attempting to register or update your entity information in SAM.

Search Results

Current Search Terms: access* interpreters* l.l.c.*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

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241 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 2014

In the County Commission of said county, on the 15th day of May 2014
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Public Works Collective Bargaining Agreement for 2014-2016 with Laborers' Local 773.

Done this 15th day of May, 2014

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner

[Signature]
Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI
LABORERS' LOCAL 773
COLLECTIVE BARGAINING AGREEMENT
2014 - 2016

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COLLECTIVE BARGAINING AGREEMENT

Now on this day the County Commission of Boone County, Missouri, (herein "County") and Laborers' Local Union 773 of the Laborers' International Union of North America (herein "Union"), after due deliberation, negotiations and in consideration of the mutual understandings and agreements contained herein mutually pledge themselves to make every effort to make this Agreement the means of continued good relations between the employees of the Boone County Public Works Department, formerly known as the Road and Bridge Department, covered by this Agreement and Boone County.

1. **MANAGEMENT RIGHTS:** Except as otherwise specifically provided in this Agreement, the County has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or functions shall not be subject to the grievance procedure. Except as there is contained in this Agreement an express provision which, properly interpreted, specifically surrenders, curtails or limits the rights or discretion of the County, all rights, functions, and prerogatives of the County formerly exercised or which was exercisable by the County remain vested exclusively in the County. Without limiting the generality of the foregoing, these rights that are reserved include, but are not limited to the following: to plan, direct, control and determine all of the operations and services of the County; to determine the County's budget and budgetary priorities; to supervise and direct the work forces; to establish and amend the qualifications for employment, job duties, job descriptions, and to employ employees; to lay off employees; to schedule and assign work, including different shifts; to assign overtime; to determine the methods, means, organizations and number of personnel by which operations are conducted; to maintain the efficiency of County operations; to determine whether services shall be made or purchased, including the right to contract with external entities for such services; to make, alter, enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for any causes not specifically precluded by this Agreement; to change or eliminate existing methods, equipment, or facilities; to require an employee to submit to a drug or alcohol test in accordance with drug and alcohol policy established by the County; to take whatever action as may be necessary in situations of emergency; and to carry out the objectives of the County. Nothing in this Agreement shall be construed to limit managers or supervisory staff from performing bargaining unit work at any time provided it does not displace any bargaining unit employees.

The term "rights or functions of management" shall further include but not be limited to the following:

- 1.1 **General Welfare** - The right to determine safety, health and property protection measures for the Public Works Department.
- 1.2 **Employee Numbers** - The right to determine the number of employees necessary for the operation of the Public Works Department.

- 1.3 **Work Schedules** - The right to establish, modify or change work schedules, including assignment of overtime. Employees may not refuse overtime assignments, except that Management may approve an excuse from an overtime assignment.
- 1.4 **Employee Supervision** - The right to direct employees, including the right to determine policy with respect to hiring, training and/or promoting of any employee.
- 1.5 **Job Classification** - The right to determine job classifications.
- 1.6 **Work Assignments** - The right to allocate and assign work to employees within the Public Works Department including the right to transfer work from one position to another within a classification.
- 1.7 **Promotion to Management Position** - The right to select, promote or transfer employees to supervisory or other managerial positions.
- 1.8 **Equipment Assignment** - The right to assign equipment, vehicles and machinery.
- 1.9 **Work Rules and Regulations** - The right to establish, modify and enforce Public Works Department rules, regulations and orders. Unreasonable work rules, regulations, and orders may be subject to the grievance procedure provided herein.
- 1.10 **Emergency Scheduling** - The right to determine "Emergency" for Scheduling work.

In addition to the management rights set out above, the County and the Union agree that certain aspects of the working conditions of employees are controlled outside the operation of this CBA and will not trigger any obligation to meet and confer under the CBA as there are adequate processes and procedures for notification and communication of any concern by the Union to the County and/or the County does not control the decisions of those bodies. This paragraph applies to the following, which may have an impact on employees under the CBA: County Employee Retirement Fund (CERF) policies and procedures; County-wide Personnel Policies (provided a union steward is included as an ex-officio member of the Personnel Advisory Committee); decisions of the Health Trust regarding health insurance benefits and premiums; workers' compensation committee policies; and policies required by the County's insurer.

2. **UNION RECOGNITION:** The County Agrees to recognize the Union as the exclusive representative of all the full-time and part-time employees in the Public Works Department of Boone County, Columbia, Missouri, excluding supervisors, engineering staff, office and clerical employees, hereinafter referred to as "Management".

- 2.1 **Union Representation** - The County will not make collective bargaining agreements regarding subjects specifically covered in this document for its employees in the bargaining unit covered herein, unless it be through duly authorized representatives of the Union.
 - 2.2 **Agreement Ratification** - The agreement reached between the County and the Union will be signed within thirty (30) days of being ratified by the union.
 - 2.3 **Uncompensated Nonunion Workers** - The County agrees not to permit uncompensated persons who are not members of the bargaining unit to perform work otherwise provided by the bargaining unit which causes members of the bargaining unit to lose compensation for work time performed by such persons.
3. **GENERAL EMPLOYMENT POLICIES:** The County agrees to maintain the following general employment policies while this agreement is in effect.:
- 3.1 **County-wide Personnel Policies** – The County maintains a series of county-wide personnel policies that are memorialized in a Personnel Policy Manual which is maintained by the County Human Resources Department. The topics covered by those policies are, whenever possible, not addressed separately in this document, it being the intent that those policies, as adopted and amended from time to time by the County Commission, shall be applicable to all County employees.
 - 3.2 **Seniority** - Seniority shall accumulate in the case of: a) approved leave of absence with pay, b) approved leave of absence without pay, c) layoffs less than one (1) year in length and subject to recall requirements, d) military service, provided application for reinstatement is made in accordance with current law, and e) other legitimate reasons approved by the County. Seniority shall accumulate from the first date of hire upon satisfactory completion of probationary period.
 - 3.3 **Loss of Seniority** - An employee shall lose his seniority in the event the employee: a) retires, b) quits, c) is terminated, d) is laid off for a period in excess of twelve (12) consecutive months, e) has been granted a leave of absence and does not return at the expiration date, unless it is extended by the County, or f) is on continuous lay-off of less than one (1) year and the County directs a notice of recall to work to the employee's last known address on the County's records and the employee fails to report to work within five (5) days after being called by the County and the Union is given forty-eight (48) hours in which to locate such employee and arrange for his reporting to work. Responsibility for informing the County of the employee's latest address and telephone number rests solely with the employee and the Union. If an employee is laid off for less than two (2)

weeks, however, he shall be expected to return to work at the time specified by the County. The County may make exception to these time limits for good and sufficient reason. If an employee is rehired following a loss of seniority and employee status he shall be considered a new employee at the time of rehire. When feasible as determined by management, job assignment shall be made by virtue of seniority within the applicable classification.

3.4 **Grievance Procedure** - If there should arise any dispute between the County and the Union or any of the employees with reference to the proper interpretation or application of, or compliance with any of the provisions of the Agreement, such dispute shall be memorialized on forms provided by the Union, which shall be completed in their entirety and signed off on by a shop steward, which shall then be settled in the following manner:

3.4.1 **Supervisor Review** - The employee(s) having a grievance shall first take it up with the supervisor, within five (5) working days from the occurrence of the matter about which the employee(s) grieves and every reasonable effort will be made to settle the problem promptly at that point. The employee(s) may have a steward present at this meeting at their option.

3.4.2 **Management Review** - If the matter is not settled following the above meeting, a written request for further review shall be signed by the employee(s) and the Union representative and presented to Management within ten (10) working days from the occurrence of the matter about which the employee(s) grieves.

3.4.3 **Nonbinding Arbitration and County Commission Decision** - If a settlement is not reached within fifteen (15) working days after the occurrence of the matter about which the employee(s) grieves, the Union shall have the right to request a hearing before an arbitrator by serving notice on the County in writing within twenty-five (25) working days after the occurrence being grieved. The selection of the arbitrator will be made from a list of arbitrators provided by the Federal Mediation and Conciliation Service. The selection will be made by reducing the list in alternate turns. The toss of a coin shall determine the elimination sequence. Any cost of the arbitration shall be paid equally by the Union and the County. The arbitrator will make a recommendation to the County Commission who shall either accept, reject or modify the recommendation of the arbitrator. As used in this section the term "calendar days" shall be exclusive of official County Holidays.

3.5 **Voluntary Payroll Withholding for Union Dues** - Employees in the bargaining unit who desire to have their regular union dues to the Union withheld from their wages may do so under the following procedure. Employees desiring to assign

and to have dues withheld from their wages shall execute a "check-off" authorization and assignment on forms provided by the County. The assignment and deduction of Union dues as provided for herein will become effective the first pay period after the request and authorization is delivered to the County Clerk's office. The County is hereby authorized, upon the filing of such request and authorizations, to deduct from any net earnings due and payable to such employees the regular monthly dues as may be certified to the County by the Union. Such deduction shall be made once each pay period, and the County shall forward to the designated official of the Union, the following: a) a copy of any "check-off authorization and assignment" forms filed as provided by the Union during the preceding month, or b) a list of employees for whom the County had made a deduction showing the amount of dues deducted for each employee.

- 3.6 **Supervisors** - Supervisors shall act in a supervisory capacity but shall not be prohibited from performing any work normally performed by any other employee at the sole discretion of the supervisory staff of the Public Works Department. Supervisors shall generally not perform work when nonsupervisory employees are available. The work performed by the supervisory staff shall not be such that Union members shall lose the opportunity to work overtime or on Saturday or Sunday.
- 3.7 **Union Representation** - Authorized representatives of the Union may have access to County facilities for a reasonable length of time during working hours for discussion with employees for the purpose of investigation or handling grievances but shall not hinder or interfere with the progress of work. Also, the Union representative shall make his/her presence on County facilities known to the appropriate supervisor. If a meeting is to be conducted during working hours, the Union representative shall make his/her presence known to management in advance of said meeting and the parties will cooperate to prevent any disruption to the scheduled work.
- 3.8 **Stewards** - The Union will furnish to the County and Management of the Public Works Department, in writing, the names of three (3) employees designated as stewards who are authorized to act in behalf of the Union. One (1) steward upon request made to his supervisor will be granted a reasonable time to investigate any grievance during his scheduled working hours without loss of pay. He must report back to his supervisor promptly when his part in the grievance investigation has been completed.
- 3.9 **Smoking** - Smoking is specifically prohibited in all County buildings in accordance with County policies.
- 3.10 **Workplace Policies** - Employees are expected to comply with and adhere to all county-wide workplace policies. In addition, Management will share information

about other county policies as they are adopted.

- 3.11 **Tool Allowance** - Each mechanic shall receive an annual tool allowance of \$1,500.00 for approved tool purchases or insurance against loss for personal tools stored on County property. Mechanics should note that personal tools are not insured against loss by the County and the mechanic bears the risk of loss for any tools.
- 3.12 **Clothing Allowance** – Payable in January of each year, a lump sum of \$225 per year shall be paid to each employee for the purpose of supplementing the costs of purchasing jeans and boots needed for the job. Employees are expected to wear 1) full length pants that are in good condition and free of large holes or tears and 2) heavy leather boots or shoes. The lump sum payment will be taxed and included on the employee’s W-2 tax form.
4. **JOB CLASSIFICATIONS:** Job Classifications and descriptions shall be established and maintained in the records of the Boone County Human Resources Department. The Union shall be notified of and provided with a reasonable opportunity to comment upon any changes in job classifications, descriptions or duties prior to implementation by County.
5. **HOURS OF WORK:** The following work day schedule shall be observed:
 - 5.1 **Work Week and Work Hours** - The workweek shall begin on Monday at 12:01 a.m. and end at midnight the following Sunday. Employees will normally be scheduled to work forty hours during the established workweek. The normal workday will be from 7:00 a.m. to 3:30 p.m., Monday through Friday during the winter and 6:00 a.m. to 4:30 p.m., between Monday and Friday, during the summer.
 - 5.2 **Lunch & Breaks** - Employees working a minimum of eight (8) hours regularly-scheduled in one day shall be entitled to two 15-minute breaks and a lunch period of one-half hour per day, with the specific times for such breaks and lunch period to be reasonably determined by the work schedule.
 - 5.3 **Starting and Quitting Time** - Work should be scheduled so that every employee is working on an assigned job no later than 7:15 a.m. Field work will be scheduled such that crew(s) can return to the shop between 3:00 p.m. and 3:15 p.m. Time at the shop will be used to check/clean assigned equipment.
 - 5.4 **Tardiness and Absenteeism** - Whenever it is necessary to be absent from work for illness or some other reason, the employee shall notify the staff supervisor no later than 7:00 a.m. on the day taken off. If the staff supervisor does not receive this notification, the employee will be charged with an unauthorized absence

unless Management decides, after request for review by the employee, that an emergency situation prevented calling by that time.

5.5 **Job Site Reporting** - At the discretion of the supervisor, employees may be required to report to an assigned job site rather than the Public Works Department building in cases where work at a job site will exceed five working days. Employees shall not be required to travel between multiple job sites in their personal vehicles during any given day.

6. **INCLEMENT WEATHER:** The following inclement weather notices shall be observed:

6.1 **Assignment** - Operators assigned an area of maintenance away from their division headquarters who park their equipment at home or at a location near their home will report by radio to their staff supervisor at the beginning of their shift. At the option of the staff supervisor, he may assign the operator to work on his equipment, check his roads, or report for reassignment as requested or directed.

6.2 **Outside Field Work** - Outside field work will not be assigned on days when the supervisor determines that the temperature, humidity, wind chill, or other weather conditions are not safe for outside field work. Field personnel will be reassigned to other duties on these days. It will be the responsibility of the crew leader to determine safe operating procedures and methods of completing the work when conditions are less than favorable.

6.3 **Drinking Water** - The County shall furnish adequate drinking water, paper cups, and containers for work crews of three or more employees engaged in physical labor. In addition, the County will arrange for a supply of ice during the months of June, July, August, and September, as a minimum.

7. **JOB POSTING/HIRING:** The following job posting and hiring policies shall be applicable to Union employment positions:

7.1 **Job Posting** - Job vacancies for positions which are subject to this CBA will be filled by promotion from within the Public Works Department when, in the opinion of management, there are qualified, internal candidates. Therefore, all job vacancies within the Boone County Public Works Department for positions subject to this CBA, supervisory jobs excluded, will be posted in the Public Works Department building for a period of not less than three (3) working days. The posting will list job title, compensation and minimum qualifications

7.2 **Participation in Hiring/Promotion Process** - One (1) union steward shall

participate with supervisory/management staff in the screening of all qualified applicants as referred from the Human Resources Department. The recommendation shall be based on applicants' qualifications to perform the job, past work history/evaluations, and length of service with the County. Management shall when practicable fill the vacant position based on the committees report and recommendation. The decision of Management on promotions may be grieved to Management only. No grievances shall be permitted for employees on probationary status.

- 7.3 **Qualifying Period for Promoted Employees** - Any employee promoted to a new position must serve a qualifying period of fifteen working (15) days in the new position. If at any time during this qualifying period it is determined by Management of the Public Works Department that the employee is not qualified for the position, or if the employee determines that he/she does not wish to continue in the new position, then the employee will be returned to his/her previous position in the Public Works Department. It is understood that anyone who fills a position that becomes vacant due to another employee's promotion is under a "temporary assignment" pursuant to Section 8.3 of this CBA and may be reassigned back to their former position by operation of this Section 7.3.
- 7.4 **Probationary Period for New Employees** - All new employees shall be placed on probation for six (6) months which may be extended up to an additional six (6) months at the discretion of Management of the Public Works Department. Probationary employees shall receive a performance evaluation for each three month period of probation. At any time during the probationary period an employee may be dismissed if the supervisor feels that the work performed does not meet the requirements of the position. Upon completion of the probationary period or any extension thereof, the employee shall be made a regularly-scheduled employee or dismissed. Dismissal of a probationary employee shall not be subject to the grievance procedures.
- 7.5 **Crew Leader Designations** -The two crew leaders that remain in the same positions they held when "grandfathered" into the 2011 - 2013 CBA shall remain as Crew Leaders unless removed for performance-related reasons, and shall be paid the Crew Leader premium pay for all hours worked. Should either of the current two (2) crew leaders leave their current position, then the "grandfathered" status of both the position formerly occupied by the Crew Leader and the "grandfathered" status of the employee as Crew Leader shall terminate. Upon termination of the "grandfathered" status, the Crew Leader designation shall be handled according to the other provisions of this Paragraph 7.5.

Crew Leader status may also be assigned by management in their discretion to other employees if management determines that the assignment is necessary to facilitate improved crew performance. Additional employees given Crew Leader

status must directly supervise at least one or more employees and shall be paid the Crew Leader premium only for hours worked in the role of Crew Leader.

All Crew Leaders must keep records for job accounting purposes. Duties shall include: on the job safety practices as stated in the employee handbook; directing other employees in performing tasks directly related to completing assigned projects, insuring that assigned equipment is maintained and used in a proper manner; and keeping job accounting records for management.

Crew leaders shall receive a \$1.00 per hour pay premium for these responsibilities as provided for above.

8. **COMPENSATION:** The County is planning to undertake a salary study that may result in changes to the pay ranges in the county-wide pay plan. The following agreements contemplate using the pay plan in existence as of December, 2013. If the County's pay plan indicates any salary changes, those changes will be implemented as mutually-agreed and reflected in a written amendment to this Agreement. For purposes of this Agreement and using the existing pay plan as of December, 2013, the County and Union agree to observe and abide by the following compensation policies:

8.1 **Base Salary** - Starting salaries will be based on the salary ranges and positions adopted in the county-wide pay plan. Salary increases shall be granted in accordance with the following general principles:

- Employees will be hired at 86% of the midpoint of the salary range.
- Upon successful completion of probation and any required training, the employee will receive a salary increase up to 93% of midpoint. Some basic safety training will be provided and required during the probationary period.
- Upon successful completion of all required training and performance requirements and 1 year of service, the employee will receive an increase to 100% of midpoint.
- Employees who are promoted shall be compensated initially with an increase equal to the difference in the base salary ranges of the old and new positions. Upon completion of 1 year of service in the new position, an employee who meets training and performance criteria shall receive an increase to the midpoint of the new range.
- Employees who are over the midpoint of the salary range, but under the maximum of the range, may be eligible to receive increases from the pool of funds made available to the department for merit increases. The merit funds will be divided equally among all eligible employees. An employee who is approaching the maximum pay for a range may receive an increase to bring them up to the maximum for the range, but not exceed it. Employees who are over the maximum for their range are not eligible for any increases until their salary comes under the maximum of the range as a result of periodic market

studies which result in the county increasing the maximum of the range to above the employee's salary.

- A one-time adjustment will be made upon execution of this agreement to raise to midpoint any employee who has been in their position for one year or more.

8.2 **Training Program** -The county shall annually fund a training program available to maintenance division employees and encourage or require participation at venues as appropriate, but employees shall not receive salary increases solely for completion of training. All employees shall be eligible to participate in training opportunities, regardless of salary status. Refusal to attend training as directed may disqualify an employee from receiving a salary increase.

8.3 **Reassignment** - Employees may from time to time be reassigned up or down from their present job classification. The reassigned employee shall receive the same pay as his/her present job classification; provided, however, that if the employee is reassigned to higher job classification, he/she shall receive a 3% pay premium for each forty (40) hours in a pay period he/she works at the higher classification; employees will be eligible for the premium pay in the event the pay period includes a holiday and/or a safety day.

8.4 **Demotions** - It may become necessary to demote an employee who can no longer fulfill the responsibilities of their present position or in the case of reclassification or elimination of a currently filled position. Demotions are not to be used as a disciplinary measure. Compensation shall be reduced by taking the difference between the base pay of the two ranges and subtracting that amount from the employee's current rate of pay.

9. **PAY PRACTICES & OVERTIME:** The following policies shall be applicable to payroll and overtime compensation:

9.1 **Pay Period** - The pay period is as set out in the county-wide personnel policies.

9.2 **Pay Day** - Will be as determined by the County Commission on a bi-weekly schedule as suggested by the Boone County Clerk annually.

9.3 **Time Records** - Time records are required to be maintained as per the county-wide personnel policies.

9.4 **Overtime/Compensatory Time** - It is agreed that the County is both capable and desirous of paying employees overtime compensation required under the FLSA and would not permit employees to accumulate or use compensatory time-off except for the Union's request that the Maintenance Division employees be permitted to accrue compensatory time-off in lieu of overtime pay. Accordingly,

the provisions in this agreement as they relate to payment of overtime compensation and accrual of compensatory time-off have been specifically bargained for and are agreed to be a fair and reasonable compromise of each of the parties' position on appropriate compensation for overtime work. In order to accommodate the Union's request that overtime compensation be in the form of compensatory time-off, as well as the County's request that overtime compensation be in the form of cash compensation, the parties agree to the following provisions:

9.4.1 Overtime Accrual - Employees must be authorized by their supervisor to work overtime; overtime hours shall be calculated by 1.5 the employees regular rate of pay and either paid or credited to the employee's compensatory time accrual under the terms and conditions specified in 9.4.2. Overtime shall accrue based upon actual hours worked in excess of 40 hours during the work week as defined in section 5.1 except that paid time off for holidays will count as time worked for purposes of computing overtime. If an employee has worked 48 hours or more during the work week, but during that work week has an 8 hour sick day, the employee may substitute one 8 hour work period for the 8 hour sick day, in lieu of taking 8 hours of sick pay for purposes of computing overtime if taken prior to the accrual of overtime during the same pay period. Work during Family Holidays and work on Sundays shall automatically be paid at the 1.5 overtime rate regardless of hours worked during the work week. Family Holidays shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Overtime on any job shall be allocated as evenly as possible, allowing all qualified employees to do the work. In order to facilitate an equitable system of granting overtime work, the County shall establish and maintain an overtime roster offering overtime work based upon seniority among the persons within the same job classification and tracked on the basis of: a) called but not available, b) called but work declined, c) called on and worked, and d) called but unable to contact at employee provided number.

Three general categories of overtime can be identified: a) overtime required at the end of a shift to complete work in progress, b) planned overtime which is overtime that can be anticipated and scheduled prior to the beginning of the work shift (may apply to snow or flood events when weather forecasts are used to anticipate staffing needs), and c) overtime that results from being called upon to respond to an unanticipated emergency. Call outs are most commonly needed to a) remove fallen trees or limbs that are blocking the road or causing a hazard, b) to address washouts resulting from heavy rain, and c) to place signs needed to warn of hazards or to replace missing regulatory signs.

Overtime will be assigned as follows:

Overtime at the end of a shift –

When additional time beyond the normally scheduled shift has been authorized to complete a task, those employees who have been actively engaged in performing the task throughout the regular work day will be the employees who remain on the job to complete the assignment.

Planned Overtime -

To respond to snow events, flood events and other situations that allow for some advance planning, the Manager or On-Call Supervisor will determine the number of employees needed and any specialized skills/equipment that might be required. With this information, a voluntary sign-up sheet will be established. If there are more volunteers in any category than needed, seniority will determine which are granted overtime. Conversely, if more employees are needed in a particular category than volunteer, assignments will be made based on reverse seniority.

Snow Events – As a recurring seasonal duty of the MO Department, shift assignments will be established at the beginning of the snow season. Employees will have an opportunity to indicate their preferred shift. Assignments will then be made based on seniority and stated preference, except that junior employees who have not previously worked a snow event, may be assigned to the day shift for a limited period of time in order to become familiar with their routes prior to working a night snow shift.

Emergency Call Out Overtime

In order to balance the need to respond to emergency situations as expediently as possible and grant overtime work as equitably as possible, the following decision tree will be utilized when assigning overtime for emergency call outs:

- a) Specialized Equipment Needed for Task (i.e. motorgrader, bucket truck, mower, sign truck, lowboy, etc.) – the initial roster will consist of those employees currently operating the specified equipment in their usual job assignments.
- b) Location of emergency – When specialized equipment is required, the operator assigned to the piece of equipment which services the emergency location will first be called to respond. If that operator is unavailable, operators from the closest surrounding territories will be called. Seniority will determine which operator is called if territories are of similar distance to the emergency location. A generally equitable distribution of territorial assignments should naturally result in an equitable distribution of overtime

among operators of specialized equipment. If the equipment needed is not assigned to a particular territory, seniority among operators of the specified equipment will determine order of roster.

Employees called back to work after clocking out and leaving the premises shall be entitled to three hours pay for the call back regardless of time worked during the first three hours. The hours paid for call back shall not be credited toward hours "worked" in the week for overtime purposes; only actual hours worked shall be used for computing overtime hours. If an employee is called back to work and then leaves and is called back again within the original three (3) hour call back time period, such employee shall be paid only for the initial three (3) hours plus any time worked in excess of the minimum hours.

9.4.2 **Compensatory Time-off Accrual and Compensation** - Employees permitted to accrue and use compensatory time-off in lieu of overtime pay may accrue and use compensatory time during each calendar year. Compensatory time-off in lieu of overtime pay may be banked up to a total of 60 hours during the same calendar year by each employee who so notifies the County in writing; otherwise, overtime time shall be paid as earned and accrued. Any compensatory time-off banked during the same calendar year which is not used shall be paid to the employee at the end of the same calendar year as cash overtime pay; provided, however, any employee having accrued unused compensatory time-off may redeem same for cash at any time upon written request to the County Clerk. If the employee's compensatory time accrual is at 60 hours, the employee shall be compensated by FLSA overtime pay which shall be computed by multiplying the excess hours worked over 40 hours for the workweek by 1.5 times the employee's current hourly rate and shall be paid to the employee no later than the next regular pay day after time sheets are submitted to the County Clerk. Accrued but unused compensatory time accumulated at the time the employee separates from service with the County shall be paid at a rate of pay equal to the greater of either the hourly rate at the time of termination or the average of the previous three (3) years hourly rates. Accrued and unused compensatory time accumulated as of December 31 of each year shall be paid in full the first payday following January 1. Accumulated compensatory time may be taken off at the employee's request under the same policies governing use of vacation (annual leave), and when it would not be unduly disruptive of department operations or create a hardship for the department.

9.4.3 **Night Work Pay Premium** – Employees required to work between the

hours of 7 p.m. and 5 a.m. shall receive an additional \$2.00 per hour for all such hours worked regardless of overtime status or day of week in which it is worked. This premium will not apply to any newly created position which may include these hours in the regular shift.

9.4.4 **Shift Completion Pay** – In order to treat employees in an equitable manner regardless if they are assigned day or night shifts during storm events, the County agrees to the following:

- The County will strive to offer each employee 8 hours of compensated work time for each Monday – Friday (Call Back hours are included in calculating whether 8 hours has been offered to the employee);
- If 8 hours is not offered on any Monday – Friday, the County will grant “shift completion” pay equal to the employee’s regular rate of pay for each additional hour needed to total 8 hours of compensation for the day;
- Shift completion hours will count toward “hours worked” for purposes of calculating the 40 hour work week.

10. **BENEFITS:** The County maintains a program of employee benefits. This program is equally available to all regular employees of Boone County and are explained in separate, staff benefit materials. Changes, additions or deletions to the employee benefits programs are not covered under this document and any such changes, additions or deletions will be equally applicable to all County employees.

11. **TRAVEL REIMBURSEMENTS:** As per the county-wide personnel policies.

12. **WORK INCURRED INJURY/ILLNESS:** Any employee who is injured in the course of and arising out of his employment or who incurs an occupational disease compensable under the Missouri Workmen's Compensation Act shall be referred to as "an injured employee".

12.1 **Injury Procedure** - Injured employees shall abide by the following procedures:

An employee injured on the job and requiring medical attention may be referred to qualified medical care as provided by the County Workers' Compensation provisions. In case of an emergency, the nearest medical help shall be solicited. The employee shall report incident to immediate supervisor within 24 hours, but no later than three (3) working days, and the supervisor and employee shall complete necessary reports, as required. It is the responsibility of the employee to report immediately to the division head or supervisor under whom he works, all injuries arising out of and in the course of his employment, regardless of the nature, severity, or cause.

12.2 **Time Away From Work** - Handled as per the county-wide personnel policies for absences and accrual of vacation and sick leave.

13. **ANNUAL LEAVE AND HOLIDAYS:** Holidays will be handled as per the county-wide personnel policies applicable to all county employees, as amended by Commission Order 210-2007 regarding 10-hour holiday computations. The use of annual leave in excess of five (5) days should be scheduled at least ten (10) days in advance or in the case of an emergency by notifying the supervisor; annual leave less than three (3) days shall be scheduled at least one (1) day in advance except in cases of emergency and shall be subject to the operational needs of the department. Priority in scheduling annual leave shall be based upon seniority and advance notice of time periods for annual leave. It should be noted that per Commission Order 61-2004, authorized annual leave with a 10-day notice will count toward the 40-hour work week for overtime computation purposes.

14. **LEAVE OF ABSENCE WITH PAY:** All leaves of absences with pay shall be handled as per the county-wide personnel policies except as specifically provided for below.

14.1 **Education and Training** - Employees may be granted leave of absence with pay to attend seminars, conferences and short-term classes which are job related. It is the general policy that if a training school or course is offered which will benefit an employee on his job, as well as the County, the County will pay the enrollment fee, plus other necessary expenses related to the training. (Expense reimbursements must be approved in advance by Management of the Public Works Department and may be subject to other County policies.)

15. **LEAVE OF ABSENCE WITHOUT PAY:** The County provides eligible employees unpaid, job protected leave in accordance with the FMLA as outlined in County Personnel Policies 5.1(a). In addition, the following policies shall be applicable to unpaid leaves of absence when the matter at issue is not controlled by the FMLA. The following policies shall be applicable to unpaid leaves of absence: a leave of absence without pay may be granted when the requirements

of the department permit and when such leave is for prolonged illness or injury extending beyond accumulated vacations or sick leave, maternity cases, or for any exceptional personal reason if recommended by the departmental supervisor or County Commission. A request for leave of absence must be presented in writing to the department supervisor at least one week in advance of the leave specifying reasons for leave and length of leave. No leave of absence without pay shall be approved until all accrued annual leave and compensatory leave has been used. All leaves of absence without pay of thirty (30) calendar days or more must be approved by the County Commission. Leaves of absence of less than thirty (30) days may be handled as an excused absence by the Management of the Public Works Department.

- 15.1 **Reinstatement after Leave of Absence** - Upon expiration of a leave of absence, the employee shall be eligible for reinstatement to his former position or to one of similar requirements and compensation subject to the following conditions: a) should a position not be available at the time of return to work, the leave of absence may be extended until such time as a position for which the employee is qualified becomes available, and b) failure to return to work upon expiration of the leave of absence or when a position becomes available shall result in termination of employee's services.

Employees returning from a leave of absence of less than thirty (30) days duration will be returning to their former position. Any position changes will be handled by the layoff procedure.

- 15.2 **Continuation of Benefits** - Continuation of benefits during leaves of absence will be as per the County-wide personnel policies (5.6 and 5.7).
- 15.3 **Absence Without Leave or Failure to Return to Work** - No employee may be absent from duty without permission from his immediate supervisor. An employee absent for three days without notice shall be considered resigned, or have his employment terminated without notice as of his last day of actual employment.
- 15.4 **Administrative Guidelines for Leaves in Excess of 30 Days** - A leave of absence may be granted for a period not to exceed one year. Each quarter management will review the status of the employee and employee will report to management his status. Extensions of approved leaves of absence, not to exceed an additional one (1) year must be approved by the County Commission, with quarterly review as stated above.

16. **LAYOFFS/TERMINATION AND OTHER PERSONNEL COST-SAVING MEASURES:** The following policies shall be applicable to Union employee work layoffs and employment termination:

- 16.1 **Layoff** - Management may layoff employees when necessary due to changes in

duties or lack of work or funds. When a layoff is required, it will be based on length of service with the County. Such layoff will not be considered to be disciplinary action. More senior employees whose positions are being effected by layoff will have the option of down-grading to a lower job classification or upgrading to a higher job classification (if qualified). A two week written notice of layoff will be given by the County to regular employees except in the case of an emergency. However, persons employed on the seasonal or temporary employment basis may, at the time they are employed, be given a verbal statement as to when the date of employment is expected to end, and this will serve as their notice of a layoff date and will meet the requirement of notification. Rehires will be affected in the reverse order of layoff provided qualifications are adequate. "Qualified" for this purpose will mean that the employee has previously held the job or can perform the job satisfactorily within a period of ten (10) days, as determined by management.

16.2 **Termination** - Employees may be terminated for cause subject to the grievance procedure, resign or terminate due to death. To resign in good standing, an employee shall submit his/her resignation in writing at least two (2) weeks before the effective date of his/her resignation. Upon the death of an employee, designated survivors and/or the estate of the deceased employee shall receive the employee's final payroll check including eligible, accumulated leave. The official date of termination shall be the date of the employee's last day in attendance of work. All employees who leave the service of the County for any reason shall receive all pay which may be due to them, with the following qualifications: a) Employees who leave before completing their six (6) months probation shall not be entitled to any vacation pay, b) Permanent employees who terminate will be paid for all time actually worked, vacation pay, and earned compensatory time, and c) Final payment to the employee shall be made at the County's next regular pay period, unless a written request is submitted by the employee to the County payroll clerk for payment within 24 hours.

16.3 **Other Personnel Cost-Saving Measures** - The County Commission reserves the right to direct the Management of Public Works to impose systemic furloughs, reduced scheduling or other cost-saving measures when deemed necessary by the County Commission due to budgetary concerns. These procedures will not be employed by the Management of Public Works without specific direction from the County Commission, after consultation with Union.

17. **DISCIPLINARY ACTIONS:** It is the County's general practice not to make an unwarranted dismissal or termination. From time to time, it may be necessary to enforce the County's rules fairly and consistently. Violation of rules could result in disciplinary action according to the frequency, seriousness and circumstances. The County shall not terminate or suspend any regular full time employee without just cause. The County shall provide the employee a pre-termination meeting and notify the employee in writing of the termination. A copy of the termination notice will be mailed to the Union office.

17.1 **Progressive Disciplinary Procedure** - The following Schedule of Disciplinary Actions indicates the action(s) which will be taken for various rule violations. All violations will be provided to the employee in written form. Employees, at their option, will have the opportunity of meeting with their supervisor, Management of the Public Works Department, or his/her designated representative and another employee or steward of their choice to discuss the violation. Offenses other than those specifically listed will result in disciplinary action consistent with the severity of the violation as determined by management. Length of time that has passed between violations will be considered in determining appropriate discipline.

SCHEDULE OF DISCIPLINARY ACTIONS

VIOLATION	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE
Assault on supervisor or another employee	Discharge		
Drinking alcoholic beverages while on duty	Discharge		
Illegal drug use while on duty	Discharge		
Falsifying department records	Discharge		
Theft of property from department or other employee	Discharge		
Loss of a Required CDL	Discharge		
Harassment in violation of County Personnel Policy 6.11	Discharge or other discipline as advised by legal counsel based upon nature of offense		
Threatening or intimidating other employees or supervisor	Written Warning	Suspension	Discharge
Removal of department records	Discharge		

VIOLATION	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE
Fighting or attempting to provoke a fight while on duty	10-day suspension	Discharge	
Discourteous treatment of public	Written Warning	3 day suspension	Discharge
Intentional misuse or abuse of department property	3 day suspension	Discharge	
Disregard of safety rules	3 day suspension	10 day suspension	Discharge
Failure to wear specified safety equipment	Verbal Warning	Written Warning	Discharge
Insubordination by refusing a supervisor's order	3 day suspension	Discharge	
Sleeping while on duty	3 day suspension	Discharge	
Deliberately restricting individual or crew performance	Written Warning	Suspension	Discharge
Smoking in unauthorized area	Verbal Warning	Written Warning	Discharge
Unauthorized absence	Written warning	3 day suspension	Discharge
Failure to follow specified job instructions	Verbal Warning	Written Warning	Suspension/Discharge
Inability or unwillingness to work harmoniously with other employees	Written Warning	3 day suspension	Discharge
Pattern of unexcused lateness	Verbal Warning	Written Warning	3 day Suspension

VIOLATION	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE
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Pattern of stretching breaks or otherwise wasting time	Verbal Warning	Written Warning	3-day Suspension
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Deficient Performance	An immediate Performance Review and Job Review will be performed. A mutual course of action will be determined by the employee and management.		
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Ex. Additional training as might be required to correct deficiencies.
 30 day probationary period to correct performance deficiencies.
 Reassignment to another position.
 Discharge if deemed to be only remedy.

>>> NOTE: ALL SUSPENSIONS WILL BE WITHOUT PAY.<<<

17.2 **Special Provision for Traffic Violations** - If an employee is convicted of violating the traffic laws of any state, county, or city while operating a County vehicle and such conviction results in the assessment of one or more points on the employee's Missouri Department of Revenue driving record, then said employee shall take a defensive driving course. The fee for said course will be paid by the employee who shall be reimbursed by the County when the employee has successfully completed the course, provided, however, that if the employee is convicted of a violation for defective County-owned motor vehicle equipment or for an over-dimension County-owned vehicle, then the County will reimburse the employee for the fine and court costs for such violation, not require the employee to take a defensive driving course due to the violation, and assist the employee in having his driving record corrected if points are erroneously assessed due to such violation.

18. **SAFETY POLICIES:** All County employees shall be responsible for implementation of job assignments in the safest manner possible. Prime consideration shall always be given to safety in operation. All County employees shall be thoroughly familiar with safety requirements and practices for their respective assignments, actively participate in safety practices, and immediately report unsafe or potentially dangerous conditions and accidents or injuries to their supervisors.

Horseplay, wrestling, practical jokes, or any hazing of co-workers constitutes a violation of safety practices and shall be cause for appropriate disciplinary action. Employees shall also report any moving traffic violations while driving a County vehicle to his/her immediate

supervisor as soon as possible and not more than within three days. Failure to do so will result in disciplinary action.

Safety features of Public Works equipment will be utilized and safe operating procedures will be observed as necessary for the maximum safety of the employee and the public.

18.1 **Safety Equipment** - The following notices concerning safety equipment shall be applicable:

18.1.1 **Seat Belts** - All personnel, regardless of status, who operate, or ride as a passenger in, a County vehicle equipped with seat belts shall have the seat belts in proper use and operation when the said vehicle is in motion.

18.1.2 **Safety Vests** - All personnel, regardless of status, shall wear an approved safety vest at any time they are outside their County vehicle and exposed to traffic or in a work zone.

18.1.3 **Hard Hats** - All personnel, regardless of status, shall wear an approved hard hat at any time they are outside of their vehicle and within the confines of an established work zone where work is actively OR routinely performed overhead. An established work zone shall be defined as the entire area between any traffic control devices which are located nearest the work area. In addition, hard hats shall be worn in areas where head protection is required by OSHA or any other safety regulations. All personnel will be expected to observe any work areas not specified in this policy and wear hard hats where any overhead activity is being actively or routinely performed.

18.1.4 **Earplugs** - Personal Safety Equipment such as earplugs, safety glasses, etc. will be utilized as necessary for the maximum safety of the employee.

18.2 **Safety Meetings** - All employees are required to take part in safety training opportunities upon reasonable notice. Absences from safety training held during normal working hours will be considered unauthorized unless approved in writing by Management of the Public Works Department.. Absences will be evaluated on a case by case basis. Safety meetings shall be regularly scheduled.

19. **COUNTY VEHICLES:** The following policies shall be applicable to use of county vehicles:

19.1 **License Check** - Employees must sign a release annually authorizing the

appropriate County staff to perform a license check of the employees driving record.

- 19.2 **Usage** - All employees who drive County equipment must have a valid Missouri Driver's License and any other licenses(s) that might be required by law for the performance of their normally assigned duties. All Public Works employees will normally travel to and from work sites in a County vehicle. No persons other than County employees are permitted to ride in a County vehicle unless approved by Management of the Public Works Department. No personal vehicle will be used unless approved by the supervisor and/or the Management of the Public Works Department. County employees may use their assigned vehicle to stop for a coffee or soda break, or for lunch, as long as the place where they are stopping is not out of their way. No private use of a County vehicle is allowed.
- 19.3 **County vehicles involved in accidents** - In case of an accident involving a County owned vehicle, the employee or the affected supervisor must notify the appropriate traffic enforcement agency as soon as possible. The employee shall obtain, if possible, the name and address of the party/parties involved and any witness(es). The circumstances of the accident should not be discussed with anyone. Employees who are involved in an accident while driving a County vehicle, that is his/her fault, will be required to take the Defensive Driving Course. The employee will pay the full enrollment fee and upon the successful completion of the course, the County will reimburse the employee the full enrollment fee. The course will be taken on the employee's own time.
- 19.4 **Driving Privileges / Substance Abuse** - An individual's driving habits indicate the level of risk which may be incurred by the County while the individual is operating motorized equipment in an official capacity. Any employee who drives a motor vehicle or operates equipment on county roads may do so only so long as the employee has a valid motor vehicle operator's license or commercial driver's license as may be required by law. Subject to County alcohol and controlled substance testing rules, the County Commission through the Management of the Public Works Department may reassign to a non-driving position any employee whom it reasonably believes has a substance abuse problem and require that such employee obtain a substance abuse evaluation and/or counseling or such other treatment as may be recommended by a licensed psychologist, physician, or other professional as may be mutually agreed upon, as condition to maintaining employment with the Public Works Department and/or returning to a driving position.
- 19.5 **Distracted Driving** – Employees shall avoid activities that cause distractions from driving while operating County vehicles.


20. **NONAPPROPRIATION:** Notwithstanding any other provision herein to the contrary, all obligations of the County under this CBA which require the expenditure of funds are conditioned upon there being a sufficient, unencumbered balance of funds appropriated for that purpose.
21. **INTERPRETATION CONSISTENT WITH LAW:** The provisions of this Collective Bargaining Agreement shall in all respects conform with and be construed to conform with all applicable federal, state and local laws. Notwithstanding any provision of this CBA, should there be a change in federal, state or local laws, or a change in the requirements of the County's insurance provider, the new provision of federal, state or local law, or the new requirement of the County's insurer, shall prevail and control over any contrary provisions in this CBA.
22. **SAVINGS CLAUSE:**
This Understanding shall be in effect from January 1, 2014 through December 31, 2016 and shall continue in full force and effect on a three (3) year basis thereafter unless written notice to change, revise, or terminate this Collective Bargaining Agreement is served by either party upon the other party sixty (60) days prior to the ending date of this Collective Bargaining Agreement. Should the County elect at least two (2) new Commissioners, they may, at their option, open up the Collective Bargaining Agreement for discussion by serving written notice to the Union within ninety (90) days following their taking office. Either party may submit written notice to change, revise, or terminate this agreement and submit in question; provided, however, that in the event timely written notice to change, revise, or terminate this Collective Bargaining Agreement is served on either party, negotiations pursuant thereto shall commence no earlier than the first day of October of the year in question.

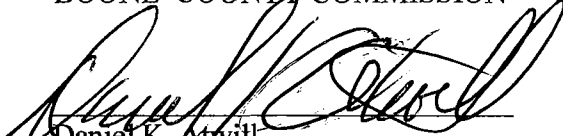
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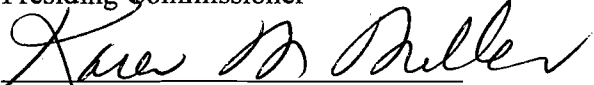
IN WITNESS WHEREOF the undersigned have hereunto executed this agreement this day of May 15, 2014.

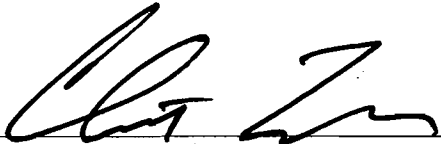
LABORERS' LOCAL UNION 773

BOONE COUNTY COMMISSION

By 
Kevin L. Starr, Business Manager

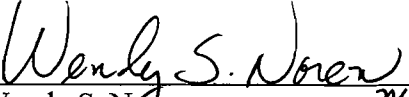

Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner

By 
Clint Taylor, Business Manager
Southern and Central Illinois
Laborers' District Council


Janet M. Thompson
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

242-2014

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20₁₄

In the County Commission of said county, on the 15th day of May 20₁₄

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of Government Center Conference Room 301 by the Department of Mental Health Dietitians for June 11, 2014 from 9:00 a.m. to 2:00 p.m.

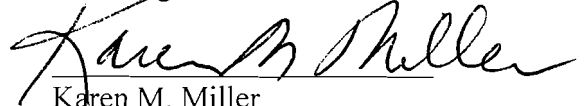
Done this 15th day of May, 2014.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

Description of Use: Meeting of the Dept of Mental Health Dietitians

Date(s) of Use: June 11, 2014 (Wednesday)

Time of Use: From: 9:00 AM AM/PM thru 2:00 PM AM/PM

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

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

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

Name of Organization/Person: Mo Department of Mental Health

Organization Representative/Title: Melanie Bullard/Dietetic Services Coordinator

Address: 1010 West Columbia St, Farmington, MO 63640

Phone Number: 573-218-6839 Date of Application: 05/13/2014

Email Address: melanie.bullard@dmh.mo.gov

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

Wendy S. Norex
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 5-15-14

CERTIFIED COPY OF ORDER

243-2014

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 2014

In the County Commission of said county, on the 15th day of May 20 14

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

Now on this day the County Commission of the County of Boone does hereby designate Karen M. Miller as the Designated County Delegate and Patricia Lensmeyer as the County Alternate for the 2014 National Association of Counties Conference.

Done this 15th day of May, 2014.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner
[Signature]
Karen M. Miller
District I Commissioner
[Signature]
Janet M. Thompson
District II Commissioner

NACo 2014 Credentials (Voting) Form



▶ Please complete and **RETURN FORM BY JUNE 13, 2014** to:

Credentials Committee / NACo / Attn: Alex Koroknay-Palicz
25 Massachusetts Avenue, NW, Suite 500 / Washington, DC 20001

- ▶ You may also fax this form to **202.393.2630** ... or scan and e-mail this form to: **akpalicz@naco.org** ... or have the voting delegate(s) carry it with him/her to the conference and present it at the Credentials Desk.
- ▶ If no one from your county plans on registering for the 2014 Annual Conference, **there is no need to fill out and return this form.** Your county/parish/borough **MUST** have at least one paid conference registration to be able to vote.
- ▶ If you are registering for credentials on-site, you will need to fill out the on-site ballot form. By signing this form you are declaring that you and the other conference attendees from your county have agreed that you are the voting delegate for your county.
- ▶ If your ballot is not picked up at the 2014 Annual Conference the President of your State Association will pick up and cast your county's votes unless you check the box below.

If my ballot is not picked up, **I DO NOT AUTHORIZE** my state association to pick up or cast my county's vote. I understand that my county's votes will NOT be cast if I select this option.

Please type or print in block letters.

County / Parish / Borough

BOONE

State

MO

Name your county/parish/borough's delegate(s)

Please assign a delegate from your county/parish/borough.

Designated County Delegate

First Name

KAREN

Last Name

MILLER

Job Title/Position

COMMISSIONER

County Alternate

First Name

PATRICIA

Last Name

LENSMEYER

Job Title/Position

COLLECTOR

Please note: This form must be signed by the CHIEF ELECTED OFFICIAL from your county.

Submissions without an appropriate signature will not be accepted.

Signature of Chief Elected Official
(Board President/Chair/elected County Executive/Judge/Mayor)

DANIEL K Atwill

Print Name

5-15-14

Date

573-864-2405

Cell Number

Presiding Commissioner

Title

244-2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 2014

In the County Commission of said county, on the 15th day of May 2014

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Thursday, May 15, 2014, at 2:00 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 15th of May, 2014.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner