

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

6th

day of December

20 16

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

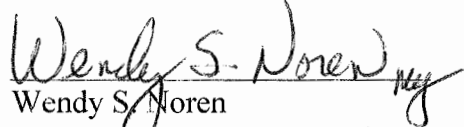
Now on this day the County Commission of the County of Boone does hereby award bid 45-03NOV16 – Regulatory Signs Term and Supply as follows:

Osborn Associates Inc., of Logan Ohio awarded items 4.8 and 4.9 and Lightle Enterprises of Ohio, LLC of Frankfort, Ohio awarded items 4.10 and 4.11 as shown on the attached bid tabulation.

Terms of the bid award are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

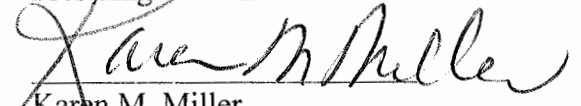
Done this 6th day of December, 2016.

ATTEST:

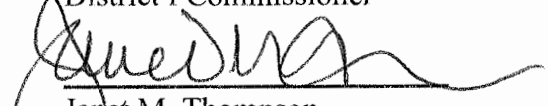
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

548-2016

# Boone County Purchasing

**Phil Fichter**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Phil Fichter  
**DATE:** November 28, 2016  
**RE:** **45-03NOV16-Regulatory Signs – Term and Supply**

45-03NOV16-Regulatory Signs opened on November 3, 2016. Nine bids were received. Public Works recommend award to Osborn Associates Inc., of Logan Ohio for Items 4.8 and 4.9 and to Lightle Enterprises of Ohio, LLC, located in Frankfort Ohio for items 4.10 and 4.11 based upon lowest and most responsive bids for each section.

Cost of the Term and Supply contract will be paid from:  
Public Works Department 2040 – Maintenance Operations, account 26600 –  
Street/Traffic/Construction Signs.

att: Bid Tab

cc: Greg Edington, Public Works  
Bid File

45-03NOV16 - Regulatory Signs Term & Supply Bid Tabulation				SIZE	DISCRPTION	Vulcan Signs	Osborn Associates	Northern Safety Company	M D Solutions	Lightle Enterprises	Missouri Vocational Enterprises	J&A Traffic Products	Newman Signs Inc.	MTS Safety
<b>CATEGORY A: TRAFFIC SIGNS</b>														
<b>REGULATORY, WARNING AND TEMPORARY TRAFFIC CONTROL SIGNS</b>														
4.8.1	STOP	36X36	R1-1	\$34.39	\$36.36	NB	NB	\$36.95	\$89.10	NB	\$30.57	NB		
4.8.1.2	STOP	30X30	R1-1	\$23.71	\$25.25	NB	NB	\$26.60	\$67.64	NB	\$22.00	NB		
4.8.1.3	YIELD	36X36X36	R1-2	\$17.10	\$18.18	NB	NB	\$20.21	\$68.71	NB	\$16.97	NB		
4.8.1.4	YIELD	48X48X48	R1-2	\$25.68	\$32.32	NB	NB	\$35.92	\$128.10	NB	\$28.42	NB		
4.8.1.5	ONE COLOR MUTCD STANDARD	9X12		\$2.81	\$2.02	NB	NB	\$2.30	\$5.50	NB	\$5.17	NB		
4.8.1.6	ONE COLOR MUTCD STANDARD	12X36		\$12.34	\$12.12	NB	NB	\$13.47	\$33.90	NB	\$12.46	NB		
4.8.1.7	ONE COLOR MUTCD DOUBLE FACED	12X36		\$25.53	\$17.34	NB	NB	\$13.47	\$64.22	NB	\$17.91	NB		
4.8.1.8	ALL WAY	18X8		\$3.49	\$3.03	NB	NB	\$3.37	\$8.00	NB	\$5.89	NB		
4.8.1.9	ONE COLOR MUTCD STANDARD	18X18		\$9.24	\$9.09	NB	NB	\$10.11	\$24.00	NB	\$10.30	NB		
4.8.1.10	ONE COLOR MUTCD STANDARD	18X24		\$11.82	\$12.12	NB	NB	\$13.47	\$33.90	NB	\$12.49	NB		
4.8.1.11	ONE COLOR MUTCD DOUBLE FACED	18X24		\$23.95	\$17.34	NB	NB	\$13.47	\$64.22	NB	\$34.28	NB		
4.8.1.12	ONE COLOR MUTCD STANDARD	24X12		\$8.25	\$8.08	NB	NB	\$8.98	\$22.60	NB	\$9.56	NB		
4.8.1.13	ONE COLOR MUTCD STANDARD	24X18		\$11.82	\$12.12	NB	NB	\$13.47	\$33.90	NB	\$12.49	NB		
4.8.1.14	ONE COLOR MUTCD STANDARD	24X24		\$15.76	\$16.16	NB	NB	\$17.96	\$36.78	NB	\$16.27	NB		
4.8.1.15	ONE COLOR MUTCD STANDARD	24X30		\$19.70	\$20.20	NB	NB	\$22.45	\$48.29	NB	\$18.34	NB		
4.8.1.16	ONE COLOR MUTCD DOUBLE FACED	24X30		\$30.23	\$28.90	NB	NB	\$22.45	\$69.64	NB	\$26.41	NB		
4.8.1.17	ONE COLOR MUTCD STANDARD	30X24		\$19.70	\$20.20	NB	NB	\$22.45	\$46.29	NB	\$18.34	NB		
4.8.1.18	ONE COLOR MUTCD STANDARD	30X30		\$24.63	\$25.25	NB	NB	\$28.06	\$57.84	NB	\$22.00	NB		
4.8.1.19	TWO COLOR MUTCD STANDARD	30X30		\$25.58	\$25.88	NB	NB	\$28.58	\$67.30	NB	\$22.64	NB		
4.8.1.20	THREE COLOR MUTCD STANDARD	30X30		\$28.05	\$27.13	NB	NB	\$30.28	\$78.69	NB	\$29.61	NB		
4.8.1.21	ONE COLOR MUTCD STANDARD	30 DIA		\$24.63	\$25.25	NB	NB	\$28.06	\$57.84	NB	\$23.84	NB		
4.8.1.22	ONE COLOR MUTCD STANDARD	30X36		\$29.55	\$30.30	NB	NB	\$33.88	\$59.40	NB	\$26.64	NB		
4.8.1.23	ONE COLOR MUTCD STANDARD	36X8		\$8.43	\$9.08	NB	NB	\$8.98	\$16.24	NB	\$8.55	NB		
4.8.1.24	ONE COLOR MUTCD STANDARD	36X12		\$11.82	\$12.12	NB	NB	\$13.47	\$33.90	NB	\$12.46	NB		
4.8.1.25	ONE COLOR MUTCD STANDARD	36X24		\$23.64	\$24.24	NB	NB	\$28.54	\$55.57	NB	\$21.23	NB		
4.8.1.26	ONE COLOR MUTCD STANDARD	36X36		\$35.48	\$36.36	NB	NB	\$40.41	\$89.10	NB	\$30.03	NB		
4.8.1.27	ONE COLOR MUTCD STANDARD	36 DIA		\$35.46	\$36.36	NB	NB	\$40.41	\$89.10	NB	\$31.91	NB		
4.8.1.28	ONE COLOR MUTCD STANDARD	48X30		\$39.40	\$40.40	NB	NB	\$44.90	\$99.01	NB	\$34.27	NB		
4.8.1.29	ONE COLOR MUTCD STANDARD	60X30		\$49.25	\$50.50	NB	NB	\$56.13	\$123.76	NB	\$43.35	NB		
4.8.1.30	NO U-TURN	24X30	R4-7A	\$19.70	\$20.20	NB	NB	\$22.45	\$46.29	NB	\$30.32	NB		
4.8.1.31	YELLOW	18X18	OM1	\$9.24	\$9.09	NB	NB	\$10.11	\$24.00	NB	\$10.17	NB		
4.8.1.32	RED	18X18	OM4	\$9.24	\$9.09	NB	NB	\$10.11	\$24.00	NB	\$10.17	NB		
4.8.1 Totals				\$667.38	\$671.08	\$0.00	\$0.00	\$722.63	\$1,763.63	\$0.00	\$672.14	\$0.00	\$0.00	\$0.00
4.8.2	YELLOW/GREEN FLUORESCENT SCHOOL													
4.8.2.1	SCHOOL CROSSING	30X30	S1-1	32.73	34.25	NB	NB	48.39	113.18	NB	29.74	NB		
4.8.2.2	SCHOOL CROSSING	36X36	S1-1	47.38	49.32	NB	NB	67.50	162.57	NB	44.36	NB		
4.8.2.3	AHEAD OR ARROWS	24X12	W16 SERIES	11.28	10.96	NB	NB	15.00	22.60	NB	12.65	NB		
4.8.2.4	SCHOOL BUS STOP AHEAD	30X30	S3-1	35.00	34.25	NB	NB	46.88	113.18	NB	32.44	NB		
4.8.2.5	SCHOOL BUS TURN AROUND AHEAD	30X30	S3-2	34.54	34.25	NB	NB	46.88	113.18	NB	46.49	NB		
4.8.2.6	SCHOOL SPEED ZONE AHEAD	30X30	S4-5	40.15	34.25	NB	NB	49.95	113.18	NB	65.81	NB		
4.8.2 Totals				\$201.11	\$197.28	\$0.00	\$0.00	\$273.09	\$638.29	\$0.00	\$230.49	\$0.00	\$0.00	\$0.00
4.8.3	SPECIAL DESIGN SIGNS (Layouts in Attachment A)													
4.8.3.1	DO NOT ENTER WHEN FLOODED	24X30	BLACK / WHITE	25.55	20.75	NB	NB	24.70	49.29	NB	30.32	36.67		
4.8.3.2	FLOOD AREA AHEAD	30X30	BLACK / YELLOW	32.06	25.93	NB	NB	30.88	57.84	NB	36.89	62.17		
4.8.3.3	IMPASSIBLE DURING HIGH WATER	30X30	BLACK / YELLOW	32.06	25.93	NB	NB	30.88	57.84	NB	36.89	62.17		
4.8.3.4	CAUTION	30X30	BLACK / ORANGE	32.06	25.93	NB	NB	30.88	57.84	NB	36.89	62.17		
4.8.3.5	FRESH OIL LOOSE GRAVEL	30X30	BLACK / ORANGE	32.06	25.93	NB	NB	30.88	57.84	NB	36.89	62.17		
4.8.3.6	BOONE COUNTY MAINTENANCE BEGINS	18X12	BLACK / WHITE	7.98	6.23	NB	NB	7.41	17.25	NB	13.26	14.71		
4.8.3.7	BOONE COUNTY MAINTENANCE ENDS	18X12	BLACK / WHITE	7.98	6.23	NB	NB	7.41	17.25	NB	13.26	14.71		
4.8.3.8	W1-1R WITH SIDE INTERSECTION	30X30	BLACK / YELLOW	32.06	25.93	NB	NB	30.88	57.84	NB	36.89	62.17		
4.8.3.9	W1-1R WITH CORNER INTERSECTION	30X30	BLACK / YELLOW	32.06	25.93	NB	NB	30.88	57.84	NB	36.89	62.17		
4.8.3.10	W1-1R WITH FORWARD INTERSECTION	30X30	BLACK / YELLOW	32.06	25.93	NB	NB	30.88	57.84	NB	36.89	62.17		
4.8.3.11	W1-1L WITH SIDE INTERSECTION	30X30	BLACK / YELLOW	32.06	25.93	NB	NB	30.88	57.84	NB	36.89	62.17		
4.8.3.12	W1-1L WITH CORNER INTERSECTION	30X30	BLACK / YELLOW	32.06	25.93	NB	NB	30.88	57.84	NB	36.89	62.17		
4.8.3.13	W1-1L WITH FORWARD INTERSECTION	30X30	BLACK / YELLOW	32.06	25.93	NB	NB	30.88	57.84	NB	36.89	62.17		
4.8.3.14	W20-4 SPECIAL	30X30	BLACK / YELLOW	32.06	25.93	NB	NB	30.88	57.84	NB	36.89	62.17		

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4.8.3.15	DNR PERMIT SIGN	18X24	BLACK/WHITE	15.39	12.45	NB	NB	14.82	33.00	NB	20.42	34.80	
<b>4.8.3. Totals</b>				<b>\$409.82</b>	<b>\$330.89</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$394.02</b>	<b>\$760.93</b>	<b>\$0.00</b>	<b>\$483.05</b>	<b>\$786.76</b>	
<b>Section 4.8. Totals</b>				<b>\$1,278.11</b>	<b>\$1,199.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,369.74</b>	<b>\$3,162.65</b>	<b>\$0.00</b>	<b>\$1,386.68</b>	<b>\$786.76</b>	
<b>4.9. CATEGORY B: FABRICATION MATERIALS</b>													
<b>4.9.1. SIGN FACING SHEETS</b>													
4.9.1.1	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	12 X 18		2.49	2.22	NB	NB	2.97	2.76	NB	4.44	NB	
4.9.1.2	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	12 X 36		4.88	4.44	NB	NB	5.94	5.52	NB	6.07	NB	
4.9.1.3	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	18 X 18		3.74	3.33	NB	NB	4.45	4.14	NB	5.28	NB	
4.9.1.4	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	18 X 24		4.98	4.44	NB	NB	5.94	5.52	NB	6.10	NB	
4.9.1.5	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	24" STOP		6.64	5.92	NB	NB	7.82	7.35	NB	7.21	NB	
4.9.1.6	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	24 X 30		8.30	7.40	NB	NB	9.90	9.20	NB	8.30	NB	
4.9.1.7	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30" STOP		10.38	9.25	NB	NB	12.38	11.50	NB	9.99	NB	
4.9.1.8	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		9.88	9.25	NB	NB	12.38	11.50	NB	9.99	NB	
4.9.1.9	TWO COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		10.88	9.88	NB	NB	12.69	21.10	NB	11.72	NB	
4.9.1.10	THREE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		11.19	10.50	NB	NB	13.88	30.88	NB	17.30	NB	
4.9.1.11	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36 X 36		14.94	13.32	NB	NB	17.82	16.59	NB	12.71	NB	
4.9.1.12	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36" YEILD		6.67	6.88	NB	NB	8.88	8.31	NB	7.74	NB	
4.9.1.13	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36" STOP		14.94	13.32	NB	NB	17.82	16.59	NB	12.71	NB	
<b>4.9.1. Totals</b>				<b>\$110.01</b>	<b>\$99.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$133.17</b>	<b>\$151.00</b>	<b>\$0.00</b>	<b>\$118.96</b>	<b>\$0.00</b>	
<b>4.9.2. CUTTER/PLOTTER MATERIALS</b>													
4.9.2.1	HIGH INTENSITY PRISMATIC SHEETING, PRESSURE SENSITIVE, ELCTRO CUT	24 IN X 50 YDS	3M 3930 SERIES OR EQUIV	390.00	351.00	NB	NB	453.00	NB	NB	386.00	NB	
4.9.2.2	HIGH INTENSITY PRISMATIC SHEETING, PRESSURE SENSITIVE, ELCTRO CUT	30 IN X 50 YDS	3M 3930 SERIES OR EQUIV	487.50	438.75	NB	NB	565.25	NB	NB	457.50	NB	
4.9.2.3	TRANSPARENT OVERLAY FILM, ELECTRO-CUT, PRESSURE SENSITIVE	24 IN X 50 YDS	3M 1170 SERIES OR EQUIV	366.00	294.00	NB	NB	374.10	NB	NB	285.00	NB	
4.9.2.4	TRANSPARENT OVERLAY FILM, ELECTRO-CUT, PRESSURE SENSITIVE	30 IN X 50 YDS	3M 1170 SERIES OR EQUIV	457.50	367.50	NB	NB	467.55	NB	NB	356.25	NB	
4.9.2.5	ANTI-GRAFFITI PROTECTIVE OVERLAY FILM, PRESSURE SENSITIVE	24 IN X 50 YDS	3M 1150 EQUIVILENT	381.00	444.00	NB	NB	395.28	NB	NB	345.17	NB	
4.9.2.6	ANTI-GRAFFITI PROTECTIVE OVERLAY FILM, PRESSURE SENSITIVE	30 IN X 50 YDS	3M 1150 EQUIVILENT	476.25	555.00	NB	NB	494.12	NB	NB	423.75	NB	
4.9.2.7	NON-REFLECTIVE VINYL, PRESSURE SENSITIVE, ELECTRO-CUT GRAFFIC FILM	24 IN X 50 YDS	3M 7725 SERIES EQUIVILENT	310.13	198.00	NB	NB	285.00	NB	NB	375.83	NB	
4.9.2.8	TRANSFER TAPE, CLEAR, GRAFFIC APPLICATION FOR ELECTRO-CUT FILM	24 IN X 50 YDS	3M 1PM5 ECF EQUIVILENT	93.26	39.00	NB	NB	135.00	NB	NB	100.15	NB	
4.9.2.9	TRANSFER TAPE, CLEAR, GRAFFIC APPLICATION FOR ELECTRO-CUT FILM	30 IN X 50 YDS	3M 1PM5 ECF EQUIVILENT	116.58	48.75	NB	NB	168.75	NB	NB	125.19	NB	
<b>4.9.2. Totals</b>				<b>\$3,078.22</b>	<b>\$2,736.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,339.15</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,834.64</b>	<b>\$0.00</b>	

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4.9.3	SIGN BLANKS											
4.9.3.1	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	18 X 6, 0.080 ga		5.03	3.87	NB	NB	4.65	11.70	NB	7.14	NB
4.9.3.2	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	18 X 9, 0.080 ga		7.33	5.81	NB	NB	6.97	17.25	NB	8.72	NB
4.9.3.3	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	21 X 6, 0.080 ga		5.71	4.52	NB	NB	5.42	13.65	NB	8.25	NB
4.9.3.4	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	24 X 6, 0.080 ga		6.52	5.16	NB	NB	6.20	15.54	NB	8.13	NB
4.9.3.5	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	24 X 9, 0.090 ga		9.77	7.74	NB	NB	8.93	23.39	NB	10.17	NB
4.9.3.6	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	27 X 6, 0.080 ga		7.25	5.81	NB	NB	6.33	17.54	NB	9.36	NB
4.9.3.7	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	30 X 6, 0.060 ga		8.05	6.45	NB	NB	7.44	19.50	NB	9.13	NB
4.9.3.8	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	30 X 9, 0.080 ga		12.09	9.68	NB	NB	11.19	29.24	NB	11.89	NB
4.9.3.9	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	33 X 6, 0.100 ga		9.72	9.21	NB	NB	9.19	24.88	NB	12.15	NB
4.9.3.10	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	36 X 6, 0.100 ga		10.57	10.05	NB	NB	9.53	27.15	NB	10.91	NB
4.9.3.11	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	36 X 9, 0.100 ga		15.87	15.08	NB	NB	14.29	40.73	NB	14.37	NB
4.9.3.12	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	36 X 12, 0.100 ga		20.57	20.10	NB	NB	19.05	54.30	NB	17.87	NB
4.9.3.13	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	42 X 6, 0.100 ga		12.35	11.73	NB	NB	11.11	31.67	NB	12.05	NB
4.9.3.14	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	42 X 9, 0.100 ga		18.00	17.58	NB	NB	18.69	47.51	NB	16.13	NB
4.9.3.15	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	42 X 12, 0.100 ga		24.01	23.45	NB	NB	22.23	63.35	NB	20.15	NB
4.9.3.16	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	48 X 9, 0.100 ga		14.11	13.40	NB	NB	12.70	36.20	NB	13.20	NB
4.9.3.17	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	48 X 9, 0.100 ga		20.57	20.10	NB	NB	19.05	54.30	NB	17.78	NB
4.9.3.18	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	48 X 12, 0.100 ga		27.44	26.80	NB	NB	25.40	72.40	NB	22.43	NB
4.9.3.19	ALUM. TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	54 X 9, 0.100 ga		23.16	22.61	NB	NB	21.43	61.09	NB	19.49	NB
4.9.3.20	ALUM. ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	36 X 12, 0.080 ga		10.54	10.10	NB	NB	10.55	25.20	NB	10.11	NB
4.9.3.21	ALUM. ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	36 X 12, 0.100 ga		13.54	15.18	NB	NB	13.86	34.56	NB	13.26	NB
4.9.3.22	ALUM. ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	42 X 12, 0.100 ga		15.80	17.71	NB	NB	16.17	40.32	NB	14.89	NB
4.9.3.23	ALUM. ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	48 X 12, 0.100 ga		18.05	20.24	NB	NB	18.48	46.08	NB	16.73	NB
4.9.3.24	ALUM. ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	54 X 12, 0.100 ga		20.31	22.77	NB	NB	20.79	51.84	NB	18.48	NB
4.9.3.25	ALUM. ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	60 X 12, 0.100 ga		22.56	25.30	NB	NB	23.10	57.60	NB	19.89	NB
4.9.3.26	ALUM. ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	66 X 12, 0.100 ga		24.83	27.83	NB	NB	25.41	63.36	NB	21.94	NB
4.9.3.27	ALUM. ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	72 X 12, 0.100 ga		27.08	30.36	NB	NB	27.72	68.12	NB	23.07	NB
4.9.3.28	ALUM. ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5' CORNER RADIUS	78 X 12, 0.100 ga		29.69	32.39	NB	NB	30.03	69.12	NB	25.42	NB
4.9.3.29	ALUM. ONE-SIDED WHITE HIGH PRISMATIC, TWO HOLES CENTERED, SIGN BLANK	38 X 24, 0.080 ga		24.39	24.24	NB	NB	25.32	55.57	NB	20.34	NB
4.9.3.30	ALUM. ONE-SIDED YELLOW HIGH PRISMATIC, TWO HOLES CENTERED, SIGN BLANK	18x18	CM1	9.24	9.10	NB	NB	9.50	24.00	NB	9.10	NB

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45-03NOV16 - Regulatory Signs Term & Supply Bid Tabulation		SIZE	DISCRPTION	Vulcan Signs	Osborn Associates	Northern Safety Company	M D Solutions	Lightle Enterprises	Missouri Vocational Enterprises	J&A Traffic Products	Newman Signs Inc.	MTS Safety
<b>4.9.3. Totals</b>				\$474.14	\$474.87	\$0.00	\$0.00	\$469.20	\$1,198.16	\$0.00	\$443.02	\$0.00
<b>Section 4.9. Totals</b>				\$3,682.37	\$3,310.80	\$0.00	\$0.00	\$3,931.63	\$1,349.16	\$0.00	\$3,396.62	\$0.00
<b>4.10. CATEGORY C: WORK ZONE SUPPLIES</b>												
<b>4.10.1. BARRICADES</b>												
4.10.1.1	TYPE II, DOUBLE SIDED, PLASTIC, 6" BOARD, 4" STRIPE, HIGH INTENSITY REFLECTIVITY	24" X 45"		NB	63.31	NB	NB	44.40	NB	NB	NB	NB
4.10.1.2	TYPE III, DOUBLE SIDED, PLASTIC, 6" BOARD, 6" STRIPE, HIGH INTENSITY REFLECTIVITY	6" X 5'		NB	244.89	NB	NB	160.00	NB	NB	NB	NB
4.10.1.3	BARRICADE LIGHT, LED, PHOTOELECTRIC			NB	16.25	NB	NB	14.50	NB	NB	NB	NB
4.10.1.4	BARRICADE TAPE, HI REFLECTIVITY, W/ 4" STRIPE	8" X 50YDS		NB	148.00	NB	NB	173.00	NB	NB	NB	NB
4.10.1.5	BARRICADE TAPE, HI REFLECTIVITY, W/ 6" STRIPE	6" X 50YDS		NB	148.00	NB	NB	173.00	NB	NB	NB	NB
4.10.1.6	TRAFFIC CONE, WEIGHTED, WITH TWO REFLECTIVE COLLARS	28 INCHES TALL		NB	14.13	16.65	NB	15.25	NB	NB	NB	NB
4.10.1.7	REFLECTIVE CONE COLLAR	8"		NB	13.48	3.15	NB	2.31	NB	NB	NB	NB
4.10.1.8	REFLECTIVE CONE COLLAR	4"		NB	13.48	3.15	NB	2.31	NB	NB	NB	NB
<b>4.10.1. Totals</b>				\$0.00	\$661.34	\$22.95	\$0.00	\$584.77	\$0.00	\$0.00	\$0.00	\$0.00
<b>4.10.2. ROLL-UP COLLAPSIBLE SIGN, HIGH REFLECTIVE VINYL, WITH RIBS AND POCKETS</b>												
4.10.2.1	ONE COLOR MUTCD STANDARD	35X35		NB	73.49	NB	NB	74.90	NB	NB	71.32	NB
4.10.2.2	FRESH OIL LOOSE GRAVEL	35X35		NB	73.49	NB	NB	74.90	NB	NB	102.69	NB
<b>4.10.2. Totals</b>				\$0.00	\$146.98	\$0.00	\$0.00	\$149.80	\$0.00	\$0.00	\$174.01	\$0.00
<b>4.10.3. MISCELLANEOUS</b>												
4.10.3.1	WARNING FLAGS, MESH, W/ WOOD STAFF	24" X 24"		4.95	7.12	3.00	NB	2.61	NB	NB	2.74	4.81
4.10.3.2	STOP/SLOW PADDLE KITS, W/ 80" STAFF	18 X 18		26.24	84.06	60.00	NB	58.50	29.00	NB	23.70	35.99
4.10.3.3	BARRIER TAPE, CAUTION, 3 MIL (min) CPC GT-2 (or equal) Galvanized Tripod Compact Sign Stand	3" X 1000'		23.88	85.00	9.00	NB	14.89	NB	NB	10.00	10.58
4.10.3.4				37.78	55.46	NB	NB	56.80	NB	NB	NB	41.73
<b>4.10.3. Totals</b>				\$92.81	\$161.60	\$62.00	\$0.00	\$132.78	\$28.00	\$0.00	\$36.44	\$91.06
<b>Section 4.10. Totals</b>				\$92.81	\$969.92	\$84.95	\$0.00	\$867.33	\$28.00	\$0.00	\$210.45	\$91.06
<b>4.11. CATEGORY D: MISC HARDWARE &amp; POSTS</b>												
<b>4.11.1. HARDWARE</b>												
4.11.1.1	BREAK-AWAY NUT, ALUM. NBA 5/16	PER 100		60.00	72.00	NB	40.00	53.50	NB	65.00	40.00	NB
4.11.1.2	SIGN SAVER, ALUM. 3" min	PER 100		125.00	12.00	NB	125.00	44.56	NB	100.00	37.00	NB
4.11.1.3	SET SCREW, KNURLED, 5/16", w/ 3/32 SOCKET	PER 100		10.00	44.20	NB	9.00	9.50	NB	20.00	NB	NB
4.11.1.4	FLAT STREET SIGN BRACKET FOR U-CHANNEL, 90 DEGREE	12" HOLDER		7.82	7.25	NB	7.25	9.70	NB	7.95	12.81	NB
4.11.1.5	FLAT STREET SIGN BRACKET FOR U-CHANNEL, 90 DEGREE	5 1/2" HOLDER		3.67	3.45	NB	2.85	2.95	NB	4.85	5.25	NB
4.11.1.6	FLAT STREET SIGN BRACKET FOR U-CHANNEL, 180 DEGREE	12" HOLDER		7.82	7.25	NB	7.25	9.70	NB	7.95	12.81	NB
4.11.1.7	FLAT STREET SIGN BRACKET FOR U-CHANNEL, 180 DEGREE	5 1/2" HOLDER		3.67	3.45	NB	2.85	2.95	NB	4.85	5.25	NB
4.11.1.8	FLAT STREET SIGN BRACKET FOR U-CHANNEL, CROSS	12" HOLDER		7.82	7.25	NB	7.25	10.70	NB	7.95	12.81	NB
4.11.1.9	FLAT STREET SIGN BRACKET FOR U-CHANNEL, CROSS	5 1/2" HOLDER		3.67	3.45	NB	2.85	3.35	NB	4.50	5.25	NB
<b>4.11.1. Totals</b>				\$219.47	\$160.30	\$0.00	\$204.30	\$149.85	\$0.00	\$223.05	\$131.18	\$0.00
<b>4.11.2. POSTS</b>												
4.11.2.1	U-CHANNEL, 2 1/2" (MIN), 3/8 HOLE, 1" CENTER	18 FT		12.94	NB	NB	10.65	11.20	NB	13.50	NB	NB
4.11.2.2	U-CHANNEL, 2 1/2" (MIN), 3/8 HOLE, 1" CENTER	10 FT		15.42	NB	NB	13.20	14.00	NB	16.85	NB	NB
4.11.2.3	U-CHANNEL, 2 1/2" (MIN), 3/8 HOLE, 1" CENTER	12 FT		18.50	NB	NB	16.20	16.80	NB	20.15	NB	NB
4.11.2.4	ROAD MARKER, WHITE, FLAT, 2-SIDED	3X 6X 62		11.50	NB	NB	NB	14.70	NB	16.15	NB	NB
4.11.2.5	CHANNELIZER, FLEXIBLE, BASE MOUNT, YELLOW, W/ 6" HI STRIP	36"		26.79	NB	NB	NB	21.90	NB	24.95	NB	NB
4.11.2.6	CHANNELIZER, FLEXIBLE, BASE MOUNT, WHITE, W/ 6" HI STRIP	48"		28.58	NB	NB	NB	23.20	NB	25.95	NB	NB

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45-03NOV16 - Regulatory Signs Term & Supply Bid Tabulation		SIZE	DISCRIPTION	Vulcan Signs	Osborn Associates	Northern Safety Company	M D Solutions	Lightle Enterprises	Missouri Vocational Enterprises	J&A Traffic Products	Newman Signs Inc.	MTS Safety
4.11.2. Totals				\$113.11	\$0.00	\$0.00	\$40.05	\$101.70	\$0.00	\$117.25	\$0.00	\$0.00
Section 4.11. Totals				\$332.58	\$160.30	\$0.00	\$244.35	\$248.55	\$0.00	\$340.30	\$131.18	\$0.00
4.12.	% Increase 1st Renewal			5%	10%	2%	5%	3%	0%	3%	2%	3%
4.12.1	% Increase 2nd Renewal			5%	10%	2%	5%	3%	0%	5%	4%	3%
4.12.2	% Increase 3rd Renewal			5%	10%	2%	5%	3%	0%	10%	6%	3%
4.15.	Coop Purchasing? (Y or N)			YES	YES	YES	YES	YES	YES	YES	NO	YES
4.16.	Warranty Info			ATTACHED	ATTACHED	ATTACHED	ATTACHED	ATTACHED	ATTACHED	ATTACHED	ATTACHED	ATTACHED
4.17.	Online Ordering Info			ATTACHED	ATTACHED	ATTACHED	ATTACHED	ATTACHED	ATTACHED	ATTACHED	ATTACHED	ATTACHED
4.18.	Delivery ARO (# days)			30 Days	30 Days	2-3 Bus. Days	30 - 45 Days	30 - 45 Days	30 - 45 Days	10-14 Days	21 - 30 Days	21.28 Days
<b>Totals:</b>				\$5,365.87	\$5,660.27	\$84.95	\$244.35	\$6,437.15	\$4,530.01	\$340.30	\$5,123.93	\$877.81

No Bid  
Interface Architectural Signage, Inc

548-2016

**PURCHASE AGREEMENT  
FOR  
REGULATORY SIGNS**

**THIS AGREEMENT** dated the 6<sup>th</sup> day of December 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Osburn Associates, Inc.**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Regulatory Signs Term and Supply**, bid number **45-03NOV16**, any applicable addenda, and the Contractor's bid response dated **October 14, 2016** and executed by **Jennifer Treadway** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall be beginning on **January 1, 2017** and continuing through **December 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. **Osburn Associates, Inc.** is awarded **Items 4.8 and 4.9**

**4. Delivery** - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the **Boone County Public Works Department, 5551 Tom Bass Road, Columbia Missouri 65201** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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



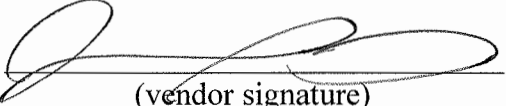
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

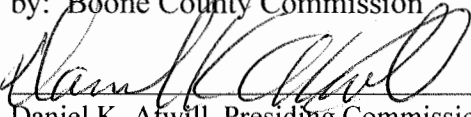
8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

**OSBURN ASSOCIATES, INC.**


by   
(vendor signature)

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

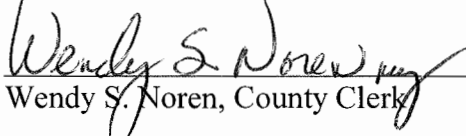
Title Bidding Agent

Address P.O. Box 912  
Logan, OH 43138

APPROVED AS TO FORM:

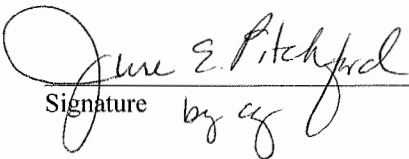
  
County Counselor

ATTEST:

  
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.)

  
Signature by ag

11/23/16  
Date

2040/26600 Term/Supply  
No Encumbrance Required  
Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Boone County Purchasing  
613 E. Ash Street, Room 111  
Columbia, MO 65201

## ***Request for Bid (RFB)***

**Phil Fichter, Buyer**

(573) 886-4392 – Fax: (573) 886-4390

Email: [pfichter@boonecountymo.org](mailto:pfichter@boonecountymo.org)

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### ***Bid Data***

Bid Number: **45-03NOV16**

Commodity Title: **Regulatory Signs Term & Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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#### ***Bid Questions Deadline***

Day / Date: **Wednesday, October 26, 2016**

Time: **3:00 p.m.**

Location / Mail Address: **All questions pertaining to this RFB must be received in writing by Bid Question deadline time and date.**

**All questions must be submitted in writing or emailed to:**

**[PFichter@BooneCountyMo.org](mailto:PFichter@BooneCountyMo.org)**

**Or Mailed to:**

**Phil Fichter**

**613 East Ash Street, Room 111**

**Columbia, MO 65201**

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#### ***Bid Submission Address and Deadline***

Day / Date: **Thursday, November 3, 2016**

Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 111  
Columbia, MO 65201**

Directions: **The Purchasing office is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.**

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#### ***Bid Opening***

Day / Date: **Thursday, November 3, 2016**

Time: **1:30 P.M. C.T.**

Location / Address: **Boone County Annex Building  
613 E. Ash Street  
Columbia, MO 65201**

***Bid Contents***

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- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
  - Attachment A – Special Design Sign Layouts**
  - Attachment B - Brackets**
  - Work Authorization Certification**
  - Debarment Certification**
  - Standard Terms and Conditions**
  - “No Bid” Response Form**

## 1. Introduction and General Conditions of Bidding

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

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2017 through December 31, 2017** and may be automatically renewed for **up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – For a Term and Supply contract for the Furnishing and Delivery of **Regulatory Traffic Signs, Barricades and Sign Posts** as detailed in the Response Form, Section 4 of this Request for Bid.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
  - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **QUANTITY** – Orders will be made on an “as needed basis.” Quantities are estimated based on past usage for a 12-month period. The County reserves the right to increase or decrease quantities as requirements dictate.
  - 2.5.1. Boone County uses approximately 2,000 various signs, barricades, and sign posts each year. This figure is given not to guarantee a purchase amount, but so that bidders can have a reasonable assumption about the amount of signs that are likely to be purchased.
- 2.6. **SAMPLES** - Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following opening bids. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.8. **MINIMUM TECHNICAL SPECIFICATIONS** - All signs and materials for this bid are required to meet the Manual on Uniform Traffic Control Devices (MUTCD) standards and specifications. Upon request by Boone County, Bidder shall supply Test Reports to the Boone County Public Works Department, Operations Division.
  - 2.8.1. **Traffic Signs:** All traffic signs shall be constructed from sheet aluminum .080” min gauge w/3/8” holes, with 3M 3930 series or equivalent sheeting and reflective lettering. Traffic signs in section 4.8.1 and 4.8.2 will be ordered utilizing MUTCD sign designations from MUTCD sign tables. MUTCD sign sizes utilized by Boone County are supplied in Section 4.8.1 used to assist in the proper identification for pricing. Design layouts for traffic signs in section 4.8.3 are provided in Attachment A.
  - 2.8.2. All lettering and backing materials for section 4.9.on the Response Page must be equal to that of 3M 3930 Series of the High Intensity Prismatic or equal produced by the 3M Company. All sheeting sign faces, and films must be pressure sensitive for application.
  - 2.8.3. **Sign Blanks: Sheeting material for sign blanks** must be equal to that of 3M 3930 Series of the High Intensity Prismatic or equal produced by the 3M Company. Required gauge for the aluminum sign blanks varies by size and is indicated in section 4.9.3.
  - 2.8.4. **Barricades:** All Type II barricades shall be constructed of a heavy-duty, durable polyethylene material and of the fold-up design for easy storage and stacking. All Type III barricades shall be



- constructed of heavy-duty, durable polyethylene materials that are 8" wide x 8' in length; includes bolt-on galvanized mounting stands. All barricades shall be doubled-sided, 3M 3930 Series of the High Intensity Prismatic or equal markings to direct traffic either right or left of barricades.
- 2.8.5. **Traffic Cones:** All traffic cones shall be bright orange in color, 28" in height, with a 6" 3M 3930 Series of the High Intensity Prismatic or equal reflective collar at top and just below a 4" collar; weighted base.
- 2.8.6. **Brackets:** The contractor must provide brackets in accordance with the drawings and specifications on Attachment B, included herein as well as described herein. The County uses two sizes, one being 12" long as shown in Attachment B and the other being 5 ½" long.
- 2.8.7. **U-Channel Post Material and Finish:** Steel U-Channel Posts shall conform to the standard specification for hot rolled carbon steel, structural quality, ASTM designation A570, Grade 50. Yield strength after cold-forming shall be 60,000 psi minimum. Finish shall be baked green enamel paint. Holes will be 3/8 inch with one inch spacing. 2pound / foot weight.
- 2.8.7.1. **Length Tolerance:** The length of each post shall have a permissible length tolerance of + or - ¼".
- 2.8.7.2. **Delivery requirement:** Posts must be palletized or delivered via flat-bed trailer for efficient unloading. There is no loading dock at Public Works, all deliveries are unloaded from the ground. Shipments should be packaged with that in mind.
- 2.9. **DEVIATION(S)** - It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.
- 2.10. **DELIVERY** – Delivery shall be to the Boone County Public Works Department, Maintenance Operations Division. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. All orders shall be delivered within 30 days after receipt of an order.
- 2.11. **DESIGNEE** - Boone County Public Works Department, 5551 S Tom Bass Rd, Columbia, MO 65201. Telephone: (573) 449-8515.
- 2.12. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Phil Fichter, Buyer, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: pfichter@boonecountymo.org.
- 2.13. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct Monthly Statement. Invoices and Monthly Statement to be mailed to the Designee.
- 2.14. **DESCRIPTIVE LITERATURE** - Bidders proposing to furnish items other than specified must submit complete descriptive literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.15. **METHOD OF ORDERING** - Orders will be requested via telephone, fax or on-line. The Contractor shall be required to confirm receipt of each request.
- 2.16. **EQUAL** - Items quoted to be as indicated or approved equal where equivalency is allowed in specifications.

**3. Response Presentation and Review**

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

4. Response Form

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. E-Mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1.  Corporation

Partnership - Name \_\_\_\_\_

Individual/Proprietorship - Individual Name \_\_\_\_\_

Other (Specify) \_\_\_\_\_

4.8.1	REGULATORY, WARNING AND TEMPORARY TRAFFIC CONTROL SIGNS	SIZE	DISCRIPTION	PRICE EACH
4.8.1.1	STOP	36X36	R1-1	\$
4.8.1.2	STOP	30X30	R1-1	\$
4.8.1.3	YEILD	36X36X36	R1-2	\$
4.8.1.4	YEILD	48x48X48	R1-2	\$
4.8.1.5	ONE COLOR MUTCD STANDARD	6X12		\$
4.8.1.6	ONE COLOR MUTCD STANDARD	12X36		\$
4.8.1.7	ONE COLOR MUTCD DOUBLE FACED	12X36		\$
4.8.1.8	ALL WAY	18X6		\$
4.8.1.9	ONE COLOR MUTCD STANDARD	18X18		\$
4.8.1.10	ONE COLOR MUTCD STANDARD	18X24		\$
4.8.1.11	ONE COLOR MUTCD DOUBLE FACED	18X24		\$
4.8.1.12	ONE COLOR MUTCD STANDARD	24X12		\$
4.8.1.13	ONE COLOR MUTCD STANDARD	24X18		\$
4.8.1.14	ONE COLOR MUTCD STANDARD	24X24		\$
4.8.1.15	ONE COLOR MUTCD STANDARD	24X30		\$
4.8.1.16	ONE COLOR MUTCD DOUBLE FACED	24X30		\$
4.8.1.17	ONE COLOR MUTCD STANDARD	30X24		\$
4.8.1.18	ONE COLOR MUTCD STANDARD	30X30		\$
4.8.1.19	TWO COLOR MUTCD STANDARD	30X30		\$
4.8.1.20	THREE COLOR MUTCD STANDARD	30X30		\$
4.8.1.21	ONE COLOR MUTCD STANDARD	30 DIA		\$
4.8.1.22	ONE COLOR MUTCD STANDARD	30X36		\$
4.8.1.23	ONE COLOR MUTCD STANDARD	36X8		\$
4.8.1.24	ONE COLOR MUTCD STANDARD	36X12		\$
4.8.1.25	ONE COLOR MUTCD STANDARD	36X24		\$
4.8.1.26	ONE COLOR MUTCD STANDARD	36X36		\$
4.8.1.27	ONE COLOR MUTCD STANDARD	36 DIA		\$

4.8.1.28	ONE COLOR MUTCD STANDARD	48X30		\$
4.8.1.29	ONE COLOR MUTCD STANDARD	60X30		\$
4.8.1.30	NO U-TURN	24 X 30	R4-7A	\$
4.8.1.31	YELLOW	18X18	OM1	\$
4.8.1.32	RED	18X18	OM4	\$
<b>4.8.2 YELLOW/GREEN FLUORESCENT SCHOOL</b>				
4.8.2.1	SCHOOL CROSSING	30X30	S1-1	\$
4.8.2.2	SCHOOL CROSSING	36X36	S1-1	\$
4.8.2.3	AHEAD OR ARROWS	24X12	W16 SERIES	\$
4.8.2.4	SCHOOL BUS STOP AHEAD	30X30	S3-1	\$
4.8.2.5	SCHOOL BUS TURN AROUND AHEAD	30X30	S3-2	\$
4.8.2.6	SCHOOL SPEED ZONE AHEAD	30X30	S4-5	\$
<b>4.8.3 SPECIAL DESIGN SIGNS (Layouts in Attachment A)</b>				
4.8.3.1	DO NOT ENTER WHEN FLOODED	24X30	BLACK / WHITE	\$
4.8.3.2	FLOOD AREA AHEAD	30X30	BLACK / YELLOW	\$
4.8.3.3	IMPASSIBLE DURING HIGH WATER	30X30	BLACK / YELLOW	\$
4.8.3.4	CAUTION	30X30	BLACK / ORANGE	\$
4.8.3.5	FRESH OIL LOOSE GRAVEL	30X30	BLACK / ORANGE	\$
4.8.3.6	BOONE COUNTY MAINTENANCE BEGINS	18X12	BLACK / WHITE	\$
4.8.3.7	BOONE COUNTY MAINTENANCE ENDS	18X12	BLACK / WHITE	\$
4.8.3.8	W1-1R WITH SIDE INTERSECTION	30X30	BLACK / YELLOW	\$
4.8.3.9	W1-1R WITH CORNER INTERSECTION	30X30	BLACK / YELLOW	\$
4.8.3.10	W1-1R WITH FORWARD INTERSECTION	30X30	BLACK / YELLOW	\$
4.8.3.11	W1-1L WITH SIDE INTERSECTION	30X30	BLACK / YELLOW	\$
4.8.3.12	W1-1L WITH CORNER INTERSECTION	30X30	BLACK / YELLOW	\$
4.8.3.13	W1-1L WITH FORWARD INTERSECTION	30X30	BLACK / YELLOW	\$
4.8.3.14	W20-4 SPECIAL	30X30	BLACK / YELLOW	\$
4.8.3.15	DNR PERMIT SIGN	18X24	BLACK / WHITE	\$
<b>4.9 CATEGORY B: FABRICATION MATERIALS</b>				
<b>4.9.1 SIGN FACING SHEETS</b>				
4.9.1.1	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	12 X 18		\$
4.9.1.2	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	12 X 36		\$
4.9.1.3	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	18 X 18		\$
4.9.1.4	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	18 X 24		\$
4.9.1.5	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	24" STOP		\$
4.9.1.6	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	24 X 30		\$
4.9.1.7	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30" STOP		\$

4.9.1.8	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		\$
4.9.1.9	TWO COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		\$
4.9.1.10	THREE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		\$
4.9.1.11	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36 X 36		\$
4.9.1.12	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36" YEILD		\$
4.9.1.13	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36" STOP		\$
<b>4.9.2 CUTTER/ PLOTTER MATERIALS</b>				
4.9.2.1	HIGH INTENSITY PRISMATIC SHEETING, PRESSURE SENSITIVE, ELCTRO CUT	24 IN X 50 YDS	3M 3930 SERIES OR EQUIV	\$
4.9.2.2	HIGH INTENSITY PRISMATIC SHEETING, PRESSURE SENSITIVE, ELCTRO CUT	30 IN X 50 YDS	3M 3930 SERIES OR EQUIV	\$
4.9.2.3	TRANSPARENT OVERLAY FILM, ELECTRO-CUT, PRESSURE SENSITIVE	24 IN X 50 YDS	3M 1170 SERIES OR EQUIV	\$
4.9.2.4	TRANSPARENT OVERLAY FILM, ELECTRO-CUT, PRESSURE SENSITIVE	30 IN X 50 YDS	3M 1170 SERIES OR EQUIV	\$
4.9.2.5	ANTI-GRAFFITI PROTECTIVE OVERLAY FILM, PRESSURE SENSITIVE	24 IN X 50 YDS	3M 1150 EQUIVILENT	\$
4.9.2.6	ANTI-GRAFFITI PROTECTIVE OVERLAY FILM, PRESSURE SENSITIVE	30 IN X 50 YDS	3M 1150 EQUIVILENT	\$
4.9.2.7	NON-REFLECTIVE VINYL, PRESSURE SENSITIVE, ELECTRO-CUT GRAFIC FILM	24 IN X 50 YDS	3M 7725 SERIES EQUIVILENT	\$
4.9.2.8	TRANSFER TAPE, CLEAR, GRAFFIC APPLICATION FOR ELECTRO-CUT FILM	24 IN X 50 YDS	3M TPM5 ECF EQUIVILENT	\$
4.9.2.9	TRANSFER TAPE, CLEAR, GRAFFIC APPLICATION FOR ELECTRO-CUT FILM	30 IN X 50 YDS	3M TPM5 ECF EQUIVILENT	\$
<b>4.9.3 SIGN BLANKS</b>				
4.9.3.1	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	18 X 6, 0.080 ga		\$
4.9.3.2	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	18 X 9, 0.080 ga		\$
4.9.3.3	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	21 X 6, 0.080 ga		\$
4.9.3.4	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	24 X 6,0.080 ga		\$

4.9.3.5	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	24 X 9, 0.080 ga		\$
4.9.3.6	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	27 X 6, 0.080 ga		\$
4.9.3.7	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	30 X 6, 0.080 ga		\$
4.9.3.8	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	30 X 9, 0.080 ga		\$
4.9.3.9	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	33 X 6, 0.100 ga		\$
4.9.3.10	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 6, 0.100 ga		\$
4.9.3.11	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 9, 0.100 ga		\$
4.9.3.12	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 12, 0.100 ga,		\$
4.9.3.13	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	42 X 6, 0.100 ga		\$
4.9.3.14	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	42 X 9, 0.100 ga		\$
4.9.3.15	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	42 X 12, 0.100 ga		\$
4.9.3.16	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	48 X 6, 0.100 ga		\$
4.9.3.17	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	48 X 9, 0.100 ga		\$
4.9.3.18	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	48 X 12, 0.100 ga		\$
4.9.3.19	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	54 X 9, 0.100 ga		\$
4.9.3.20	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	30 X 12, 0.080 ga		\$
4.9.3.21	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 12, 0.100 ga		\$
4.9.3.22	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5"	42 X 12, 0.100 ga		\$

	CORNER RADIUS			
4.9.3.23	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	48 X 12, 0.100 ga		\$
4.9.3.24	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	54 X 12, 0.100 ga		\$
4.9.3.25	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	60 X 12, 0.100 ga		\$
4.9.3.26	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	66 X 12, 0.100 ga		\$
4.9.3.27	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	72 X 12, 0.100 ga		\$
4.9.3.28	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	78 X 12, 0.100 ga		\$
4.9.3.29	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, TWO HOLES CENTERED, SIGN BLANK	36 X 24, 0.080 ga		\$
4.9.3.30	ALUM, ONE-SIDED YELLOW HIGH PRISMATIC, TWO HOLES CENTERED, SIGN BLANK	18 x 18	OM1	\$
4.10.	<b>CATEGORY C: WORK ZONE SUPPLIES</b>			
4.10.1	<b>BARRICADES</b>			
4.10.1.1	TYPE II, DOUBLE SIDED, PLASTIC, 8" BOARD, 4" STRIPE, HIGH INTENSITY REFLECTIVITY	24" X 45"		\$
4.10.1.2	TYPE III, DOUBLE SIDED, PLASTIC, 8" BOARD, 6" STRIPE, HIGH INTENSITY REFLECTIVITY	8' X 5'		\$
4.10.1.3	BARRICADE LIGHT (AMBER), LED, PHOTOELECTRIC			\$
4.10.1.4	BARRICADE TAPE, HI REFLECTIVITY, W/ 4"STRIPE	8" X 50YDS		\$
4.10.1.5	BARRICADE TAPE, HI REFLECTIVITY, W/ 6"STRIPE	8" X 50YDS		\$
4.10.1.6	TRAFFIC CONE, WEIGHTED, WITH TWO REFLECTIVE COLLARS	28 INCHES TALL		\$
4.10.1.7	REFLECTIVE CONE COLLAR	6"		\$
4.10.1.8	REFLECTIVE CONE COLLAR	4"		\$
4.10.2	<b>ROLL-UP COLLAPSIBLE SIGN, HIGH REFLECTIVE VINYL, WITH RIBS AND POCKETS</b>			
4.10.2.1	ONE COLOR MUTCD STANDARD	36X36		\$
4.10.2.2	FRESH OIL LOOSE GRAVEL	36X36		\$
				\$
4.10.3	<b>MISCELLANEOUS</b>			
4.10.3.1	WARNING FLAGS, MESH, W/ WOOD	24" X 24"		\$

	STAFF			
4.10.3.2	STOP/SLOW PADDLE KITS, W/ 60"STAFF	18 x 18		\$
4.10.3.3	BARRIER TAPE, CAUTION, 3 MIL (min)	3" X 1000'		\$
4.10.3.4	CPC GT-2 (or Equal) Galvanized Tripod Compact Sign Stand			\$
4.11.	<b>CATEGORY D: MISC HARDWARE &amp; POSTS</b>			
4.11.1	<b>HARDWARE</b>			
4.11.1.1	BREAK-AWAY NUT, ALUM, NBA 5/16	PER 100		\$
4.11.1.2	SIGN SAVER, ALUM, 3"min	PER 100		\$
4.11.1.3	SET SCREW, KNURLED, 5/16", w/5/32 SOCKET	PER 100		\$
4.11.1.4	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 90 DEGREE	12" HOLDER		\$
4.11.1.5	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 90 DEGREE	5 1/2" HOLDER		\$
4.11.1.6	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 180 DEGREE	12" HOLDER		\$
4.11.1.7	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 180 DEGREE	5 1/2" HOLDER		\$
4.11.1.8	FLAT STREET SIGN BRACKET FOR U- CHANNEL, CROSS	12" HOLDER		\$
4.11.1.9	FLAT STREET SIGN BRACKET FOR U- CHANNEL, CROSS	5 1/2" HOLDER		\$
4.11.2	<b>POSTS</b>			
4.11.2.1	U-CHANNEL, 2#/FT (MIN), 3/8 HOLE, 1" CENTER	8 FT		\$
4.11.2.2	U-CHANNEL, 2#/FT (MIN), 3/8 HOLE, 1" CENTER	10 FT		\$
4.11.2.3	U-CHANNEL, 2#/FT (MIN), 3/8 HOLE, 1" CENTER	12 FT		\$
4.11.2.4	ROAD MARKER, WHITE, FLAT, 2- SIDED	3X 6X 62		\$
4.11.2.5	CHANNELIZER, FLEXIBLE, BASE MOUNT, YELLOW, W/ 6" HI STRIP	36"		\$
4.11.2.6	CHANNELIZER, FLEXIBLE, BASE MOUNT, WHITE, W/ 6" HI STRIP	48"		\$

4.12. \_\_\_\_\_ % Increase 1<sup>st</sup> Renewal

4.12.1. \_\_\_\_\_ % Increase 2<sup>nd</sup> Renewal

4.12.2. \_\_\_\_\_ % Increase 3<sup>rd</sup> Renewal

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

4.14. Today's Date: \_\_\_\_\_



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

4.16. Please Describe Warranty:

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4.17. Please Describe On-Line Order Capability:

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4.18. Delivery ARO: \_\_\_\_\_ days

4.19. Authorized Representative (Sign By Hand):

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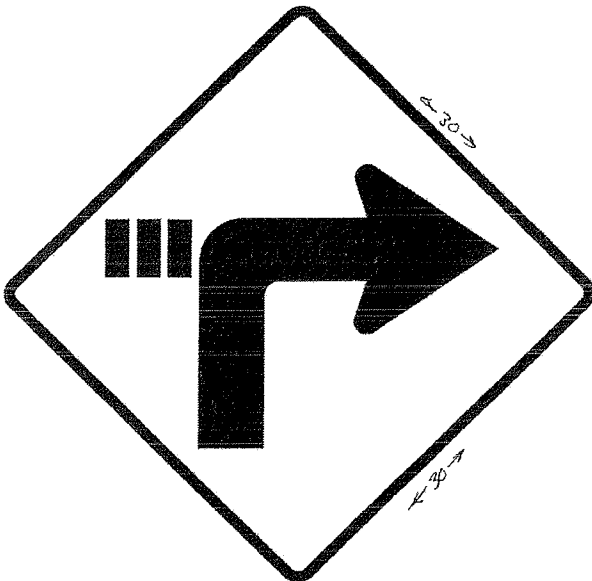
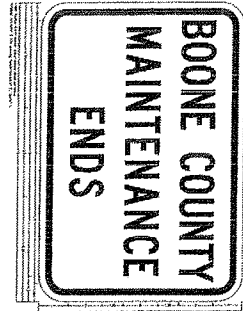
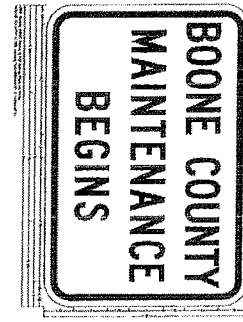
4.19.2. Type or Print Signed Name:

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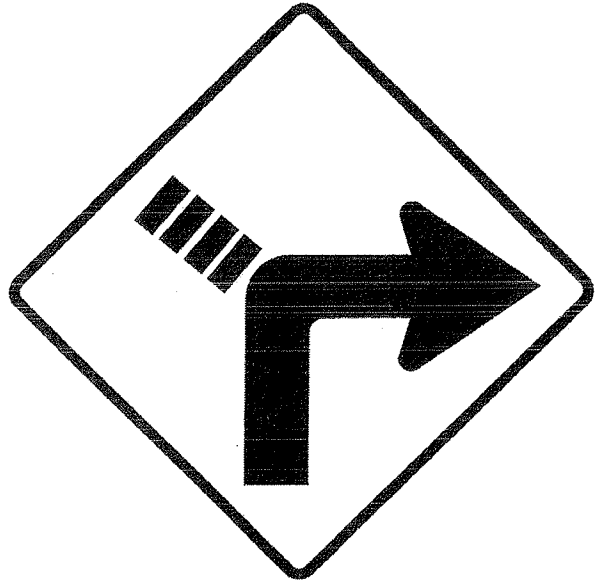
ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS



ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS

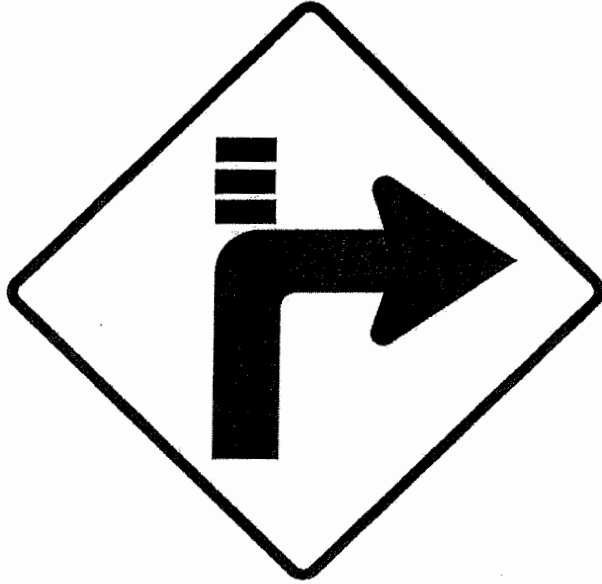


W1-1R5

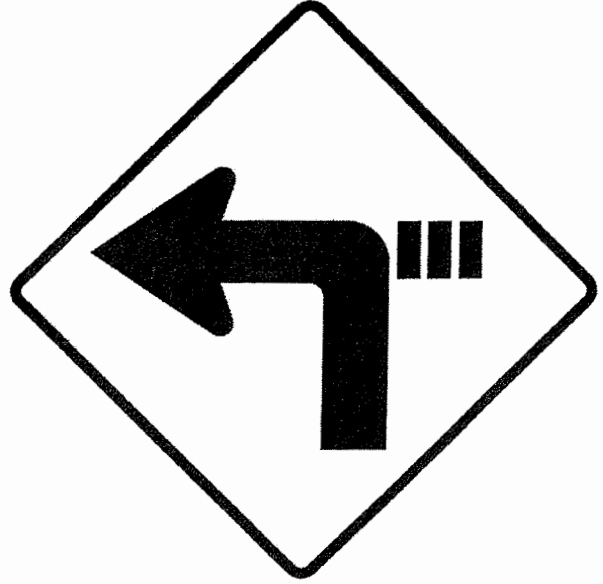


W1-1R2

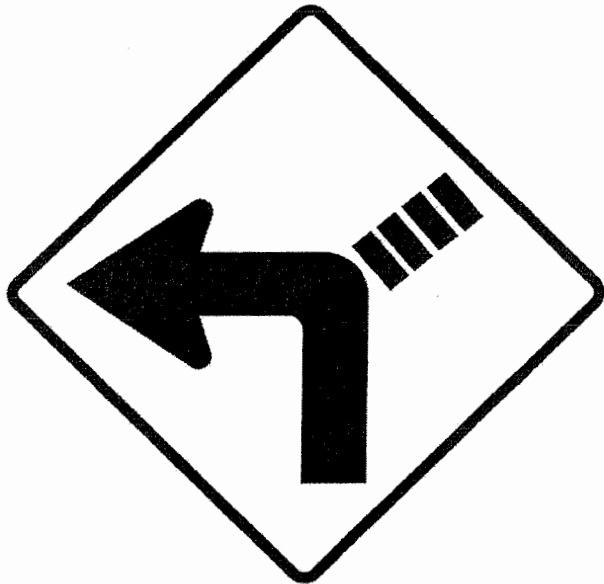
ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS



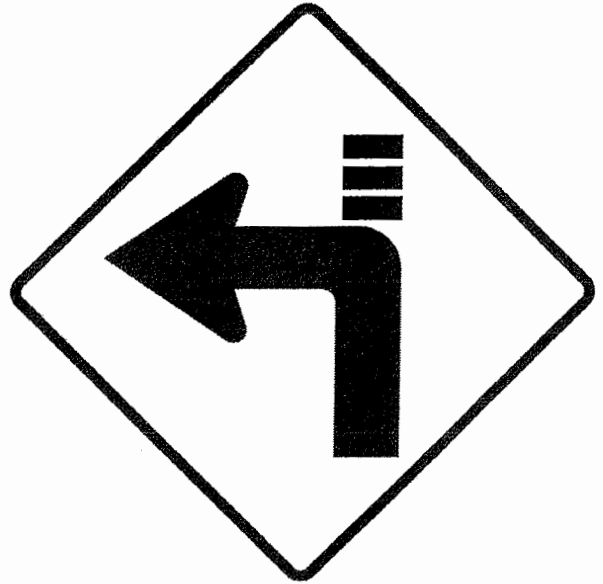
W1-RF



W1-L5



W1-L2

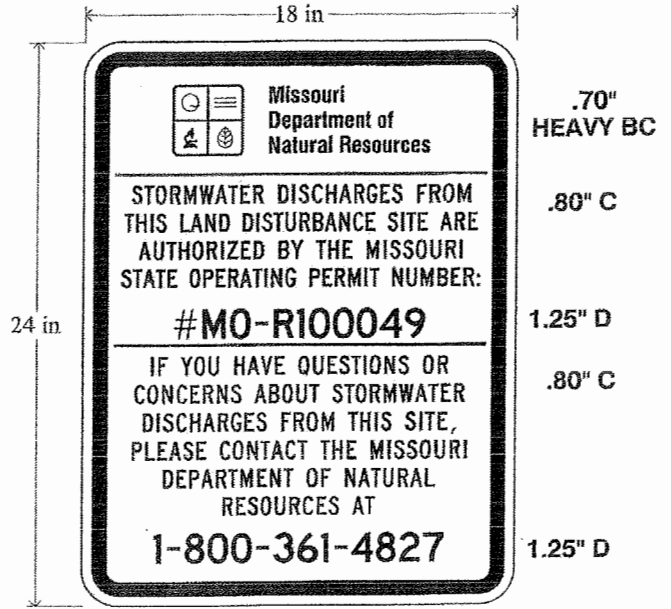


W1-LF

ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS



W 201-4 SPEC



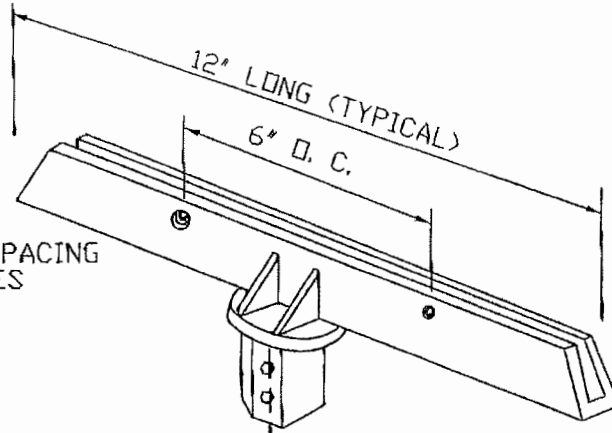
DNR PERMIT

**ATTACHMENT B  
BRACKETS**

(Please note that the example shown here is one of two different sizes used by Boone County. See section 2.8.6.)

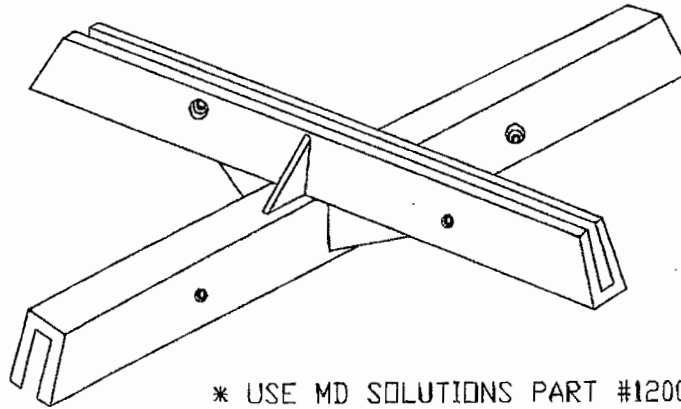
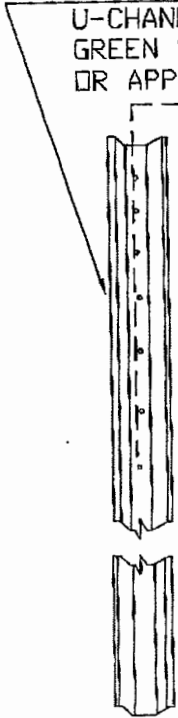
**NOTE:**

DIMENSIONS AND BOLT SPACING  
TYPICAL FOR BOTH TYPES



MOUNT TO 12' LONG  
U-CHANNEL  
GREEN SIGN POST  
OR APPROVED EQUAL

- \* USE MD SOLUTIONS PART #120UCF090 (90 DEGREES)
- \* USE MD SOLUTIONS PART #120UCF180 (180 DEGREES AS SHOWN)
- OR APPROVED EQUAL



- \* USE MD SOLUTIONS PART #120CPF090
- OR APPROVED EQUAL



**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:

**(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.

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Name and Title of Authorized Representative

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Signature

---

Date

## STANDARD TERMS AND CONDITIONS- BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



*"No Bid" Response Form*

**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201

Phil Fichter, Buyer  
(573) 886-4392– Fax: (573) 886-4390

**"NO BID RESPONSE FORM"**

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

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

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

**Bid: 45-03NOV16– Regulatory Signs Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

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

4. Response Form

- 4.1. Company Name: Osburn Associates, Inc.
- 4.2. Address: P.O. Box 912
- 4.3. City/Zip: Logan, OH 43138
- 4.4. Phone Number: (800) 523-8917
- 4.5. Fax Number: (740) 385-8016
- 4.6. E-Mail Address: jennifer.t@osburns.com
- 4.7. Federal Tax ID: 31-1041388
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.8.1	REGULATORY, WARNING AND TEMPORARY TRAFFIC CONTROL SIGNS	SIZE	DISCRIPTION	PRICE EACH
4.8.1.1	STOP	36X36	R1-1	\$ 36.36
4.8.1.2	STOP	30X30	R1-1	\$ 25.25
4.8.1.3	YEILD	36X36X36	R1-2	\$ 18.18
4.8.1.4	YEILD	48x48X48	R1-2	\$ 32.32
4.8.1.5	ONE COLOR MUTCD STANDARD	6X12		\$ 2.02
4.8.1.6	ONE COLOR MUTCD STANDARD	12X36		\$ 12.12
4.8.1.7	ONE COLOR MUTCD DOUBLE FACED	12X36		\$ 17.34
4.8.1.8	ALL WAY	18X6		\$ 3.03
4.8.1.9	ONE COLOR MUTCD STANDARD	18X18		\$ 9.09
4.8.1.10	ONE COLOR MUTCD STANDARD	18X24		\$ 12.12
4.8.1.11	ONE COLOR MUTCD DOUBLE FACED	18X24		\$ 17.34
4.8.1.12	ONE COLOR MUTCD STANDARD	24X12		\$ 8.08
4.8.1.13	ONE COLOR MUTCD STANDARD	24X18		\$ 12.12
4.8.1.14	ONE COLOR MUTCD STANDARD	24X24		\$ 16.14
4.8.1.15	ONE COLOR MUTCD STANDARD	24X30		\$ 20.20
4.8.1.16	ONE COLOR MUTCD DOUBLE FACED	24X30		\$ 28.90
4.8.1.17	ONE COLOR MUTCD STANDARD	30X24		\$ 20.20
4.8.1.18	ONE COLOR MUTCD STANDARD	30X30		\$ 25.25
4.8.1.19	TWO COLOR MUTCD STANDARD	30X30		\$ 25.88
4.8.1.20	THREE COLOR MUTCD STANDARD	30X30		\$ 27.13
4.8.1.21	ONE COLOR MUTCD STANDARD	30 DIA		\$ 25.25
4.8.1.22	ONE COLOR MUTCD STANDARD	30X36		\$ 30.30
4.8.1.23	ONE COLOR MUTCD STANDARD	36X8		\$ 8.08
4.8.1.24	ONE COLOR MUTCD STANDARD	36X12		\$ 12.12
4.8.1.25	ONE COLOR MUTCD STANDARD	36X24		\$ 24.24
4.8.1.26	ONE COLOR MUTCD STANDARD	36X36		\$ 36.36
4.8.1.27	ONE COLOR MUTCD STANDARD	36 DIA		\$ 36.36

4.8.1.28	ONE COLOR MUTCD STANDARD	48X30		\$ 40.40
4.8.1.29	ONE COLOR MUTCD STANDARD	60X30		\$ 50.50
4.8.1.30	NO U-TURN	24 X 30	R4-7A	\$ 20.20
4.8.1.31	YELLOW	18X18	OM1	\$ 9.09
4.8.1.32	RED	18X18	OM4	\$ 9.09
<b>4.8.2 YELLOW/GREEN FLUORESCENT SCHOOL</b>				
4.8.2.1	SCHOOL CROSSING	30X30	S1-1	\$ 34.25
4.8.2.2	SCHOOL CROSSING	36X36	S1-1	\$ 49.32
4.8.2.3	AHEAD OR ARROWS	24X12	W16 SERIES	\$ 10.96
4.8.2.4	SCHOOL BUS STOP AHEAD	30X30	S3-1	\$ 34.25
4.8.2.5	SCHOOL BUS TURN AROUND AHEAD	30X30	S3-2	\$ 34.25
4.8.2.6	SCHOOL SPEED ZONE AHEAD	30X30	S4-5	\$ 34.25
<b>4.8.3 SPECIAL DESIGN SIGNS (Layouts in Attachment A)</b>				
4.8.3.1	DO NOT ENTER WHEN FLOODED	24X30	BLACK / WHITE	\$ 20.75
4.8.3.2	FLOOD AREA AHEAD	30X30	BLACK / YELLOW	\$ 25.93
4.8.3.3	IMPASSIBLE DURING HIGH WATER	30X30	BLACK / YELLOW	\$ 25.93
4.8.3.4	CAUTION	30X30	BLACK / ORANGE	\$ 25.93
4.8.3.5	FRESH OIL LOOSE GRAVEL	30X30	BLACK / ORANGE	\$ 25.93
4.8.3.6	BOONE COUNTY MAINTENANCE BEGINS	18X12	BLACK / WHITE	\$ 6.23
4.8.3.7	BOONE COUNTY MAINTENANCE ENDS	18X12	BLACK / WHITE	\$ 6.23
4.8.3.8	W1-1R WITH SIDE INTERSECTION	30X30	BLACK / YELLOW	\$ 25.93
4.8.3.9	W1-1R WITH CORNER INTERSECTION	30X30	BLACK / YELLOW	\$ 25.93
4.8.3.10	W1-1R WITH FORWARD INTERSECTION	30X30	BLACK / YELLOW	\$ 25.93
4.8.3.11	W1-1L WITH SIDE INTERSECTION	30X30	BLACK / YELLOW	\$ 25.93
4.8.3.12	W1-1L WITH CORNER INTERSECTION	30X30	BLACK / YELLOW	\$ 25.93
4.8.3.13	W1-1L WITH FORWARD INTERSECTION	30X30	BLACK / YELLOW	\$ 25.93
4.8.3.14	W20-4 SPECIAL	30X30	BLACK / YELLOW	\$ 25.93
4.8.3.15	DNR PERMIT SIGN	18X24	BLACK / WHITE	\$ 12.45
<b>4.9 CATEGORY B: FABRICATION MATERIALS</b>				
<b>4.9.1 SIGN FACING SHEETS</b>				
4.9.1.1	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	12 X 18		\$ 2.22
4.9.1.2	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	12 X 36		\$ 4.44
4.9.1.3	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	18 X 18		\$ 3.33
4.9.1.4	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	18 X 24		\$ 4.44
4.9.1.5	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	24" STOP		\$ 5.92
4.9.1.6	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	24 X 30		\$ 7.40
4.9.1.7	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30" STOP		\$ 9.25

4.9.1.8	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		\$ 925
4.9.1.9	TWO COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		\$ 988
4.9.1.10	THREE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		\$ 10.50
4.9.1.11	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36 X 36		\$ 1332
4.9.1.12	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36" YEILD		\$ 666
4.9.1.13	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36" STOP		\$ 1332
<b>4.9.2 CUTTER/ PLOTTER MATERIALS</b>				
4.9.2.1	HIGH INTENSITY PRISMATIC SHEETING, PRESSURE SENSITIVE, ELCTRO CUT	24 IN X 50 YDS	3M 3930 SERIES OR EQUIV	\$ 351.
4.9.2.2	HIGH INTENSITY PRISMATIC SHEETING, PRESSURE SENSITIVE, ELCTRO CUT	30 IN X 50 YDS	3M 3930 SERIES OR EQUIV	\$ 438.75
4.9.2.3	TRANSPARENT OVERLAY FILM, ELECTRO-CUT, PRESSURE SENSITIVE	24 IN X 50 YDS	3M 1170 SERIES OR EQUIV	\$ 294.
4.9.2.4	TRANSPARENT OVERLAY FILM, ELECTRO-CUT, PRESSURE SENSITIVE	30 IN X 50 YDS	3M 1170 SERIES OR EQUIV	\$ 367.50
4.9.2.5	ANTI-GRAFFITI PROTECTIVE OVERLAY FILM, PRESSURE SENSITIVE	24 IN X 50 YDS	3M 1150 EQUIVILENT	\$ 444.
4.9.2.6	ANTI-GRAFFITI PROTECTIVE OVERLAY FILM, PRESSURE SENSITIVE	30 IN X 50 YDS	3M 1150 EQUIVILENT	\$ 555.
4.9.2.7	NON-REFLECTIVE VINYL, PRESSURE SENSITIVE, ELECTRO-CUT GRAFIC FILM	24 IN X 50 YDS	3M 7725 SERIES EQUIVILENT	\$ 198.
4.9.2.8	TRANSFER TAPE, CLEAR, GRAFFIC APPLICATION FOR ELECTRO-CUT FILM	24 IN X 50 YDS	3M TPM5 ECF EQUIVILENT	\$ 39.
4.9.2.9	TRANSFER TAPE, CLEAR, GRAFFIC APPLICATION FOR ELECTRO-CUT FILM	30 IN X 50 YDS	3M TPM5 ECF EQUIVILENT	\$ 48.75
<b>4.9.3 SIGN BLANKS</b>				
4.9.3.1	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	18 X 6, 0.080 ga		\$ 387
4.9.3.2	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	18 X 9, 0.080 ga		\$ 581
4.9.3.3	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	21 X 6, 0.080 ga		\$ 452
4.9.3.4	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	24 X 6, 0.080 ga		\$ 516



4.9.3.5	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	24 X 9, 0.080 ga	\$ 774
4.9.3.6	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	27 X 6, 0.080 ga	\$ 581
4.9.3.7	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	30 X 6, 0.080 ga	\$ 645
4.9.3.8	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	30 X 9, 0.080 ga	\$ 968
4.9.3.9	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	33 X 6, 0.100 ga	\$ 921
4.9.3.10	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 6, 0.100 ga	\$ 1005
4.9.3.11	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 9, 0.100 ga	\$ 1508
4.9.3.12	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 12, 0.100 ga,	\$ 2010
4.9.3.13	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	42 X 6, 0.100 ga	\$ 1173
4.9.3.14	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	42 X 9, 0.100 ga	\$ 1758
4.9.3.15	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	42 X 12, 0.100 ga	\$ 2345
4.9.3.16	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	48 X 6, 0.100 ga	\$ 1340
4.9.3.17	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	48 X 9, 0.100 ga	\$ 2010
4.9.3.18	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	48 X 12, 0.100 ga	\$ 2680
4.9.3.19	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	54 X 9, 0.100 ga	\$ 2261
4.9.3.20	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	30 X 12, 0.080 ga	\$ 1010 <del>1290</del> <i>NE</i>
4.9.3.21	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 12, 0.100 ga	\$ 1518 <del>2010</del> <i>NE</i>
4.9.3.22	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	42 X 12, 0.100 ga	\$ 1771 <del>2345</del> <i>NE</i>

	CORNER RADIUS			
4.9.3.23	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	48 X 12, 0.100 ga		\$ 20 <sup>24</sup> <del>26<sup>80</sup></del> Net
4.9.3.24	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	54 X 12, 0.100 ga		\$ 22 <sup>77</sup> <del>30<sup>63</sup></del> Net
4.9.3.25	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	60 X 12, 0.100 ga		\$ <del>33<sup>50</sup></del> Net 25 <sup>30</sup>
4.9.3.26	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	66 X 12, 0.100 ga		\$ <del>36<sup>85</sup></del> Net 27 <sup>83</sup>
4.9.3.27	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	72 X 12, 0.100 ga		\$ <del>40<sup>20</sup></del> Net 30 <sup>36</sup>
4.9.3.28	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	78 X 12, 0.100 ga		\$ <del>43<sup>55</sup></del> Net 32 <sup>89</sup>
4.9.3.29	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, TWO HOLES CENTERED, SIGN BLANK	36 X 24, 0.080 ga		\$ <del>30<sup>96</sup></del> Net 24 <sup>24</sup>
4.9.3.30	ALUM, ONE-SIDED YELLOW HIGH PRISMATIC, TWO HOLES CENTERED, SIGN BLANK	18 x 18	OM1	\$ <del>116</del> Net 9 <sup>10</sup>
4.10.	<b>CATEGORY C: WORK ZONE SUPPLIES</b>			
4.10.1	<b>BARRICADES</b>			
4.10.1.1	TYPE II, DOUBLE SIDED, PLASTIC, 8" BOARD, 4" STRIPE, HIGH INTENSITY REFLECTIVITY	24" X 45"	Plasticade 100-T12B8HI-P	\$ 63.31
4.10.1.2	TYPE III, DOUBLE SIDED, PLASTIC, 8" BOARD, 6" STRIPE, HIGH INTENSITY REFLECTIVITY	8' X 5'	Plasticade 308-HIP-LR-KIT	\$ 244.69
4.10.1.3	BARRICADE LIGHT (AMBER), LED, PHOTOELECTRIC		Dicke Safety AC40	\$ 16.25
4.10.1.4	BARRICADE TAPE, HI REFLECTIVITY, W/ 4" STRIPE	8" X 50YDS		\$ 148.00
4.10.1.5	BARRICADE TAPE, HI REFLECTIVITY, W/ 6" STRIPE	8" X 50YDS		\$ 148.00
4.10.1.6	TRAFFIC CONE, WEIGHTED, WITH TWO REFLECTIVE COLLARS	28 INCHES TALL	JBC - R570032CTM64 7#	\$ 14.13
4.10.1.7	REFLECTIVE CONE COLLAR	6"		\$ 13.48
4.10.1.8	REFLECTIVE CONE COLLAR	4"		\$ 13.48
4.10.2	<b>ROLL-UP COLLAPSIBLE SIGN, HIGH REFLECTIVE VINYL, WITH RIBS AND POCKETS</b>			
4.10.2.1	ONE COLOR MUTCD STANDARD	36X36		\$ 73.49
4.10.2.2	FRESH OIL LOOSE GRAVEL	36X36		\$ 73.49
				\$
4.10.3	<b>MISCELLANEOUS</b>			
4.10.3.1	WARNING FLAGS, MESH, W/ WOOD	24" X 24"		\$ 7.12

	STAFF			
4.10.3.2	STOP/SLOW PADDLE KITS, W/ 60"STAFF	18 x 18		\$ 84.00
4.10.3.3	BARRIER TAPE, CAUTION, 3 MIL (min)	3" X 1000'		\$ 35.00
4.10.3.4	CPC GT-2 (or Equal) Galvanized Tripod Compact Sign Stand			\$ 55.48
4.11.	<b>CATEGORY D: MISC HARDWARE &amp; POSTS</b>			
4.11.1	<b>HARDWARE</b>			
4.11.1.1	BREAK-AWAY NUT, ALUM, NBA 5/16	PER 100	.72/ca.	\$ 72.00
4.11.1.2	SIGN SAVER, ALUM, 3"min	PER 100	.12/ca.	\$ 12.00
4.11.1.3	SET SCREW, KNURLED, 5/16", w/5/32 SOCKET	PER 100		\$ 44.20
4.11.1.4	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 90 DEGREE	12" HOLDER		\$ 7.25
4.11.1.5	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 90 DEGREE	5 1/2" HOLDER		\$ 3.45
4.11.1.6	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 180 DEGREE	12" HOLDER		\$ 7.25
4.11.1.7	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 180 DEGREE	5 1/2" HOLDER		\$ 3.45
4.11.1.8	FLAT STREET SIGN BRACKET FOR U- CHANNEL, CROSS	12" HOLDER		\$ 7.25
4.11.1.9	FLAT STREET SIGN BRACKET FOR U- CHANNEL, CROSS	5 1/2" HOLDER		\$ 3.45
4.11.2	<b>POSTS</b>			
4.11.2.1	U-CHANNEL, 2#/FT (MIN), 3/8 HOLE, 1" CENTER	8 FT		\$ NO BID
4.11.2.2	U-CHANNEL, 2#/FT (MIN), 3/8 HOLE, 1" CENTER	10 FT		\$
4.11.2.3	U-CHANNEL, 2#/FT (MIN), 3/8 HOLE, 1" CENTER	12 FT		\$
4.11.2.4	ROAD MARKER, WHITE, FLAT, 2- SIDED	3X 6X 62		\$
4.11.2.5	CHANNELIZER, FLEXIBLE, BASE MOUNT, YELLOW, W/ 6" HI STRIP	36"		\$
4.11.2.6	CHANNELIZER, FLEXIBLE, BASE MOUNT, WHITE, W/ 6" HI STRIP	48"		\$

- 4.12. 10 % Increase 1<sup>st</sup> Renewal  
4.12.1. 10 % Increase 2<sup>nd</sup> Renewal  
4.12.2. 10 % Increase 3<sup>rd</sup> Renewal

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

4.14. Today's Date: 10/31/2014

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

Yes  No

4.16. Please Describe Warranty:

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4.17. Please Describe On-Line Order Capability:

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4.18. Delivery ARO: 30 days

4.19. Authorized Representative (Sign By Hand):



4.19.2. Type or Print Signed Name:

Jennifer Treadway



## ***Request for Bid (RFB)***

**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201

***Phil Fichter, Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: [pfichter@boonecountymo.org](mailto:pfichter@boonecountymo.org)

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### ***Bid Data***

Bid Number: **45-03NOV16**  
Commodity Title: **Regulatory Signs Term & Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Questions Deadline***

Day / Date: **Wednesday, October 26, 2016**  
Time: **3:00 p.m.**  
Location / Mail Address: **All questions pertaining to this RFB must be received in writing by Bid Question deadline time and date.**  
**All questions must be submitted in writing or emailed to:**  
**[PFichter@BooneCountyMo.org](mailto:PFichter@BooneCountyMo.org)**  
**Or Mailed to:**  
**Phil Fichter**  
**613 East Ash Street, Room 111**  
**Columbia, MO 65201**

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### ***Bid Submission Address and Deadline***

Day / Date: **Thursday, November 3, 2016**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department**  
**Boone County Annex Building**  
**613 E. Ash Street, Room 111**  
**Columbia, MO 65201**  
Directions: **The Purchasing office is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.**

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### ***Bid Opening***

Day / Date: **Thursday, November 3, 2016**  
Time: **1:30 P.M. C.T.**  
Location / Address: **Boone County Annex Building**  
**613 E. Ash Street**  
**Columbia, MO 65201**

***Bid Contents***

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- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
  - Attachment A – Special Design Sign Layouts**
  - Attachment B - Brackets**
  - Work Authorization Certification**
  - Debarment Certification**
  - Standard Terms and Conditions**
  - “No Bid” Response Form**

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**1. Introduction and General Conditions of Bidding**


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

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2017 through December 31, 2017** and may be automatically renewed for **up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.



**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – For a Term and Supply contract for the Furnishing and Delivery of **Regulatory Traffic Signs, Barricades and Sign Posts** as detailed in the Response Form, Section 4 of this Request for Bid.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
  - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **QUANTITY** – Orders will be made on an “as needed basis.” Quantities are estimated based on past usage for a 12-month period. The County reserves the right to increase or decrease quantities as requirements dictate.
  - 2.5.1. Boone County uses approximately 2,000 various signs, barricades, and sign posts each year. This figure is given not to guarantee a purchase amount, but so that bidders can have a reasonable assumption about the amount of signs that are likely to be purchased.
- 2.6. **SAMPLES** - Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following opening bids. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.8. **MINIMUM TECHNICAL SPECIFICATIONS** - All signs and materials for this bid are required to meet the Manual on Uniform Traffic Control Devices (MUTCD) standards and specifications. Upon request by Boone County, Bidder shall supply Test Reports to the Boone County Public Works Department, Operations Division.
  - 2.8.1. **Traffic Signs:** All traffic signs shall be constructed from sheet aluminum .080” min gauge w/3/8” holes, with 3M 3930 series or equivalent sheeting and reflective lettering. Traffic signs in section 4.8.1 and 4.8.2 will be ordered utilizing MUTCD sign designations from MUTCD sign tables. MUTCD sign sizes utilized by Boone County are supplied in Section 4.8.1 used to assist in the proper identification for pricing. Design layouts for traffic signs in section 4.8.3 are provided in Attachment A.
  - 2.8.2. All lettering and backing materials for section 4.9.on the Response Page must be equal to that of 3M 3930 Series of the High Intensity Prismatic or equal produced by the 3M Company. All sheeting sign faces, and films must be pressure sensitive for application.
  - 2.8.3. **Sign Blanks: Sheeting material for sign blanks** must be equal to that of 3M 3930 Series of the High Intensity Prismatic or equal produced by the 3M Company. Required gauge for the aluminum sign blanks varies by size and is indicated in section 4.9.3.
  - 2.8.4. **Barricades:** All Type II barricades shall be constructed of a heavy-duty, durable polyethylene material and of the fold-up design for easy storage and stacking. All Type III barricades shall be

- constructed of heavy-duty, durable polyethylene materials that are 8" wide x 8' in length; includes bolt-on galvanized mounting stands. All barricades shall be doubled-sided, 3M 3930 Series of the High Intensity Prismatic or equal markings to direct traffic either right or left of barricades.
- 2.8.5. **Traffic Cones:** All traffic cones shall be bright orange in color, 28" in height, with a 6" 3M 3930 Series of the High Intensity Prismatic or equal reflective collar at top and just below a 4" collar; weighted base.
- 2.8.6. **Brackets:** The contractor must provide brackets in accordance with the drawings and specifications on Attachment B, included herein as well as described herein. The County uses two sizes, one being 12" long as shown in Attachment B and the other being 5 1/2" long.
- 2.8.7. **U-Channel Post Material and Finish:** Steel U-Channel Posts shall conform to the standard specification for hot rolled carbon steel, structural quality, ASTM designation A570, Grade 50. Yield strength after cold-forming shall be 60,000 psi minimum. Finish shall be baked green enamel paint. Holes will be 3/8 inch with one inch spacing. 2pound / foot weight.
- 2.8.7.1. **Length Tolerance:** The length of each post shall have a permissible length tolerance of + or - 1/4".
- 2.8.7.2. **Delivery requirement:** Posts must be palletized or delivered via flat-bed trailer for efficient unloading. There is no loading dock at Public Works, all deliveries are unloaded from the ground. Shipments should be packaged with that in mind.
- 2.9. **DEVIATION(S)** - It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.
- 2.10. **DELIVERY** - Delivery shall be to the Boone County Public Works Department, Maintenance Operations Division. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. All orders shall be delivered within 30 days after receipt of an order.
- 2.11. **DESIGNEE** - Boone County Public Works Department, 5551 S Tom Bass Rd, Columbia, MO 65201. Telephone: (573) 449-8515.
- 2.12. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Phil Fichter, Buyer, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: pfichter@boonecountymmo.org.
- 2.13. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct Monthly Statement. Invoices and Monthly Statement to be mailed to the Designee.
- 2.14. **DESCRIPTIVE LITERATURE** - Bidders proposing to furnish items other than specified must submit complete descriptive literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.15. **METHOD OF ORDERING** - Orders will be requested via telephone, fax or on-line. The Contractor shall be required to confirm receipt of each request.
- 2.16. **EQUAL** - Items quoted to be as indicated or approved equal where equivalency is allowed in specifications.

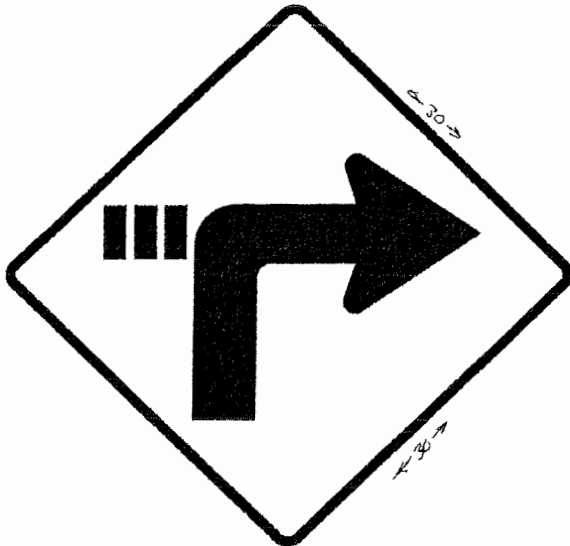
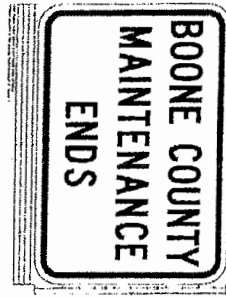
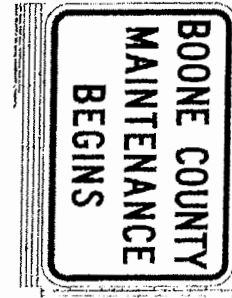
**3. Response Presentation and Review**

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

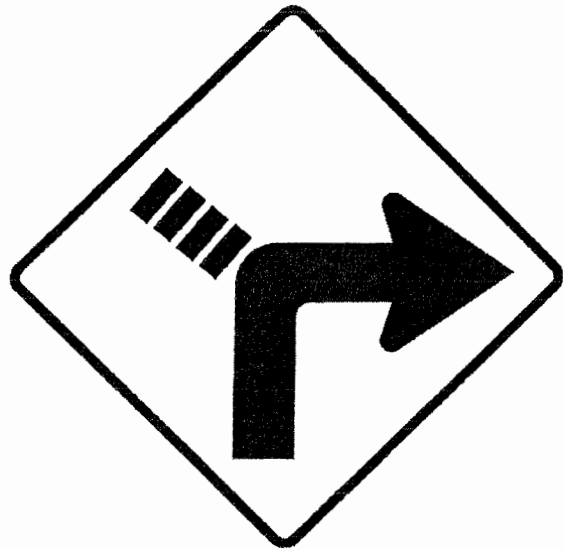
ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS



ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS

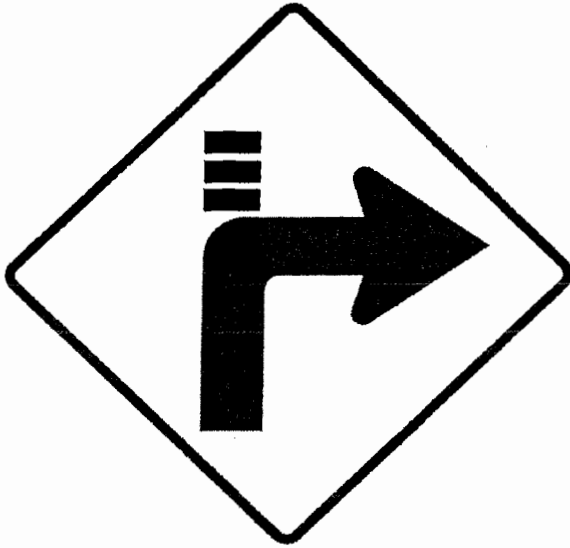


WI-1RS

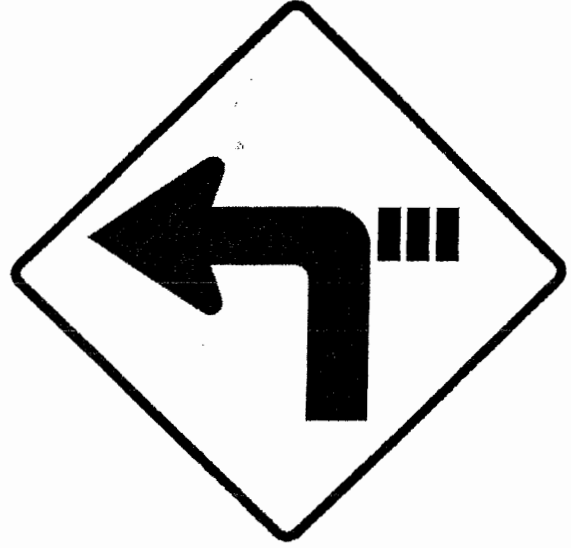


WI-1RC

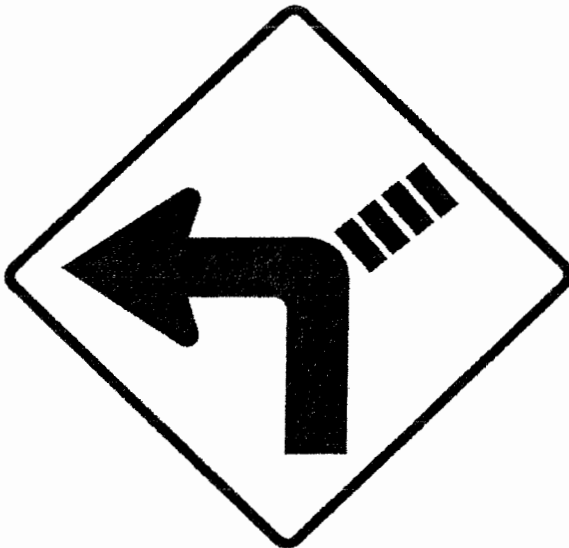
ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS



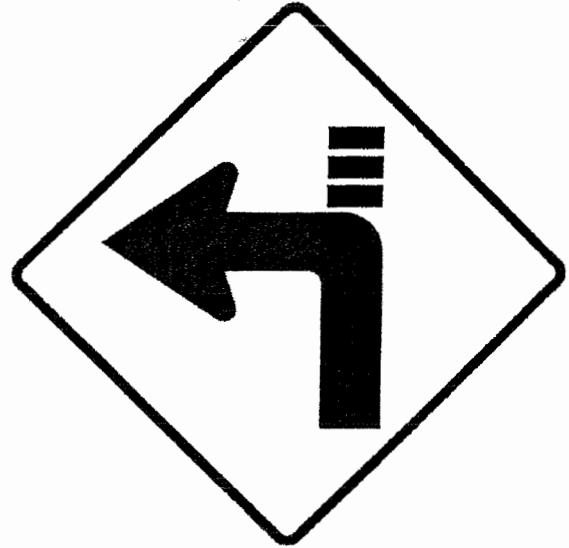
W1-RF



W1-L5



W1-L6

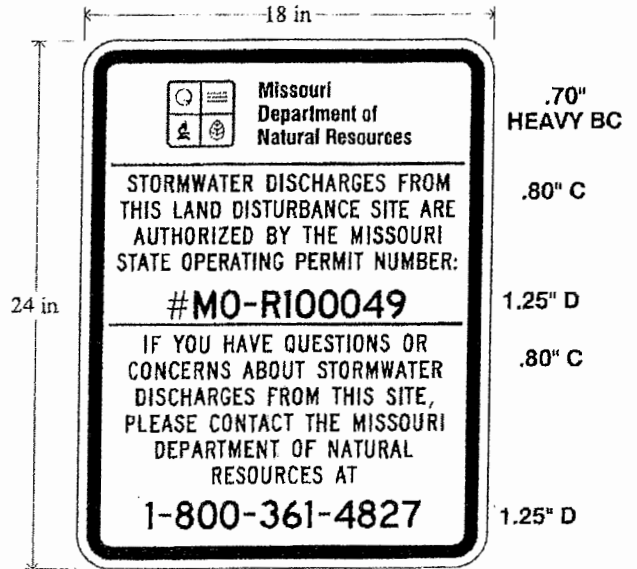


W1-LF

ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS



W 20-4 SPEC



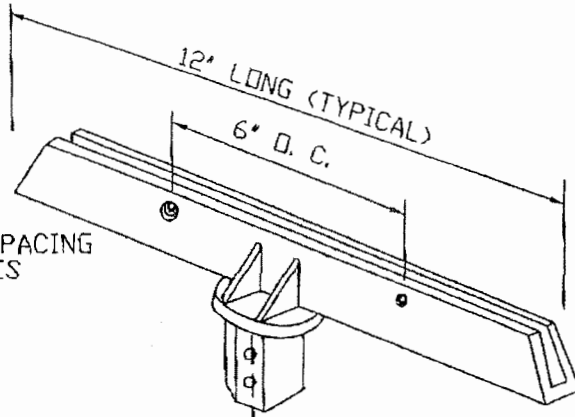
DNR PERMIT

**ATTACHMENT B  
BRACKETS**

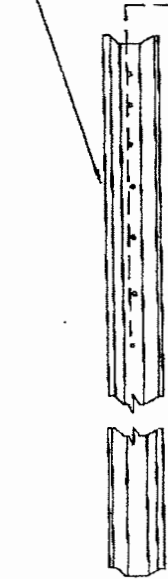
(Please note that the example shown here is one of two different sizes used by Boone County. See section 2.8.6.)

**NOTE:**

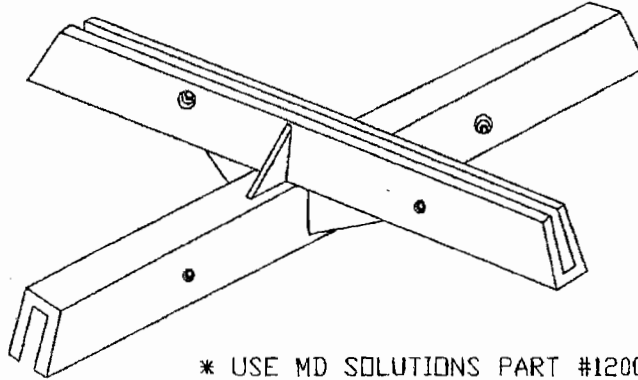
DIMENSIONS AND BOLT SPACING  
TYPICAL FOR BOTH TYPES



MOUNT TO 12' LONG  
U-CHANNEL  
GREEN SIGN POST  
OR APPROVED EQUAL



- \* USE MD SOLUTIONS PART #120UCF090 (90 DEGREES)
- \* USE MD SOLUTIONS PART #120UCF180 (180 DEGREES AS SHOWN)  
OR APPROVED EQUAL



- \* USE MD SOLUTIONS PART #120CPF090  
OR APPROVED EQUAL



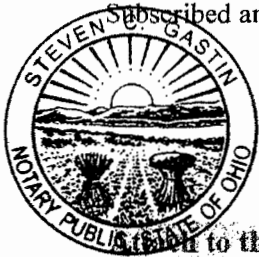
WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Hocking )  
State of Ohio )ss  
 )

My name is Jennifer Treadway. I am an authorized agent of Osburn Associates, 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 hereto.

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

Jennifer Treadway 10/31/16  
Affiant Date  
Jennifer Treadway  
Printed Name



Subscribed and sworn to before me this 31 day of October, 2016.

STEVEN C. GASTIN  
NOTARY PUBLIC  
STATE OF OHIO  
RECORDED IN  
FAIRFIELD COUNTY  
My Commission Expires  
December 10, 2020

Steven C. Gastin  
Notary Public

to this form the E-Verify Memorandum of Understanding (or the first and last page) that you completed when enrolling that verifies proof of enrollment.

**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

N/A



**(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.

*Jennifer Treadway / Bidding Agent*

\_\_\_\_\_  
Name and Title of Authorized Representative

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature

*10/31/14*  
\_\_\_\_\_  
Date

## STANDARD TERMS AND CONDITIONS- BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



*"No Bid" Response Form*

**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201

Phil Fichter, Buyer  
(573) 886-4392– Fax: (573) 886-4390

**"NO BID RESPONSE FORM"**

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

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

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

**Bid: 45-03NOV16– Regulatory Signs Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

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

**PURCHASE AGREEMENT  
FOR  
REGULATORY SIGNS**

**THIS AGREEMENT** dated the 6<sup>th</sup> day of December 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Lightle Enterprises of Ohio, LLC**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Regulatory Signs Term and Supply**, bid number **45-03NOV16**, any applicable addenda, and the Contractor's bid response dated **October 31, 2016** and executed by **David Lightle** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall be beginning on **January 1, 2017** and continuing through **December 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. **Lightle Enterprises of Ohio, LLC is awarded Items 4.10 and 4.11**

**4. Delivery** - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the **Boone County Public Works Department, 5551 Tom Bass Road, Columbia Missouri 65201** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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



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

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

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

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

**LIGHTLE ENTERPRISES OF OHIO, LLC**

by *David R. Lightle*  
(vendor signature)

Title Member

Address P.O. Box 329  
Frankfort, OH 45628

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

*[Signature]*  
County Counselor

ATTEST:

*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.)

*June E. Pritchard*  
Signature *by cej*

11/23/16  
Date

2040/26600 Term/Supply

*No Encumbrance Requested*  
Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
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19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

4. Response Form

- 4.1. Company Name: Lightle Enterprises of Ohio LLC
- 4.2. Address: P.O. Box 329
- 4.3. City/Zip: Frankfort, OH 45628
- 4.4. Phone Number: 740-998-5363
- 4.5. Fax Number: 740-998-5364
- 4.6. E-Mail Address: dlightle@lightleenterprises.com
- 4.7. Federal Tax ID: 20-8135704
- 4.7.1. ( ) Corporation
- 4.7.1. (x) Partnership - Name Dixie L. & David R. Lightle
- 4.7.1. ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_
- 4.7.1. ( ) Other (Specify) \_\_\_\_\_

4.8. CATEGORY A: TRAFFIC SIGNS				
REGULATORY, WARNING AND TEMPORARY TRAFFIC CONTROL SIGNS				
4.8.1		SIZE	DISCRIPTION	PRICE EACH
4.8.1.1	STOP	36X36	R1-1	\$ 39.95
4.8.1.2	STOP	30X30	R1-1	\$ 26.60
4.8.1.3	YEILD	36X36X36	R1-2	\$ 20.21
4.8.1.4	YEILD	48x48X48	R1-2	\$ 35.92
4.8.1.5	ONE COLOR MUTCD STANDARD	6X12		\$ 2.30
4.8.1.6	ONE COLOR MUTCD STANDARD	12X36		\$ 13.47
4.8.1.7	ONE COLOR MUTCD DOUBLE FACED	12X36		\$ 13.47
4.8.1.8	ALL WAY	18X6		\$ 3.37
4.8.1.9	ONE COLOR MUTCD STANDARD	18X18		\$ 10.11
4.8.1.10	ONE COLOR MUTCD STANDARD	18X24		\$ 13.47
4.8.1.11	ONE COLOR MUTCD DOUBLE FACED	18X24		\$ 13.47
4.8.1.12	ONE COLOR MUTCD STANDARD	24X12		\$ 8.98
4.8.1.13	ONE COLOR MUTCD STANDARD	24X18		\$ 13.47
4.8.1.14	ONE COLOR MUTCD STANDARD	24X24		\$ 17.96
4.8.1.15	ONE COLOR MUTCD STANDARD	24X30		\$ 22.45
4.8.1.16	ONE COLOR MUTCD DOUBLE FACED	24X30		\$ 22.45
4.8.1.17	ONE COLOR MUTCD STANDARD	30X24		\$ 22.45
4.8.1.18	ONE COLOR MUTCD STANDARD	30X30		\$ 28.06
4.8.1.19	TWO COLOR MUTCD STANDARD	30X30		\$ 28.56
4.8.1.20	THREE COLOR MUTCD STANDARD	30X30		\$ 30.26
4.8.1.21	ONE COLOR MUTCD STANDARD	30 DIA		\$ 28.06
4.8.1.22	ONE COLOR MUTCD STANDARD	30X36		\$ 33.68
4.8.1.23	ONE COLOR MUTCD STANDARD	36X8		\$ 8.98
4.8.1.24	ONE COLOR MUTCD STANDARD	36X12		\$ 13.47
4.8.1.25	ONE COLOR MUTCD STANDARD	36X24		\$ 26.94
4.8.1.26	ONE COLOR MUTCD STANDARD	36X36		\$ 40.41
4.8.1.27	ONE COLOR MUTCD STANDARD	36 DIA		\$ 40.41

4.8.1.28	ONE COLOR MUTCD STANDARD	48X30		\$ 44.90
4.8.1.29	ONE COLOR MUTCD STANDARD	60X30		\$ 58.13
4.8.1.30	NO U-TURN	24 X 30	R4-7A	\$ 22.45
4.8.1.31	YELLOW	18X18	OM1	\$ 10.11
4.8.1.32	RED	18X18	OM4	\$ 10.11
4.8.2	<b>YELLOW/GREEN FLUORESCENT SCHOOL</b>			
4.8.2.1	SCHOOL CROSSING	30X30	S1-1	\$ 46.88
4.8.2.2	SCHOOL CROSSING	36X36	S1-1	\$ 67.50
4.8.2.3	AHEAD OR ARROWS	24X12	W16 SERIES	\$ 15.00
4.8.2.4	SCHOOL BUS STOP AHEAD	30X30	S3-1	\$ 46.88
4.8.2.5	SCHOOL BUS TURN AROUND AHEAD	30X30	S3-2	\$ 46.88
4.8.2.6	SCHOOL SPEED ZONE AHEAD	30X30	S4-5	\$ 49.95
4.8.3	<b>SPECIAL DESIGN SIGNS (Layouts in Attachment A)</b>			
4.8.3.1	DO NOT ENTER WHEN FLOODED	24X30	BLACK / WHITE	\$ 24.70
4.8.3.2	FLOOD AREA AHEAD	30X30	BLACK / YELLOW	\$ 30.88
4.8.3.3	IMPASSIBLE DURING HIGH WATER	30X30	BLACK / YELLOW	\$ 30.88
4.8.3.4	CAUTION	30X30	BLACK / ORANGE	\$ 30.88
4.8.3.5	FRESH OIL LOOSE GRAVEL	30X30	BLACK / ORANGE	\$ 30.88
4.8.3.6	BOONE COUNTY MAINTENANCE BEGINS	18X12	BLACK / WHITE	\$ 7.41
4.8.3.7	BOONE COUNTY MAINTENANCE ENDS	18X12	BLACK / WHITE	\$ 7.41
4.8.3.8	W1-1R WITH SIDE INTERSECTION	30X30	BLACK / YELLOW	\$ 30.88
4.8.3.9	W1-1R WITH CORNER INTERSECTION	30X30	BLACK / YELLOW	\$ 30.88
4.8.3.10	W1-1R WITH FORWARD INTERSECTION	30X30	BLACK / YELLOW	\$ 30.88
4.8.3.11	W1-1L WITH SIDE INTERSECTION	30X30	BLACK / YELLOW	\$ 30.88
4.8.3.12	W1-1L WITH CORNER INTERSECTION	30X30	BLACK / YELLOW	\$ 30.88
4.8.3.13	W1-1L WITH FORWARD INTERSECTION	30X30	BLACK / YELLOW	\$ 30.88
4.8.3.14	W20-4 SPECIAL	30X30	BLACK / YELLOW	\$ 30.88
4.8.3.15	DNR PERMIT SIGN	18X24	BLACK / WHITE	\$ 14.82
4.9	<b>CATEGORY B: FABRICATION MATERIALS</b>			
4.9.1	<b>SIGN FACING SHEETS</b>			
4.9.1.1	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	12 X 18		\$ 2.97
4.9.1.2	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	12 X 36		\$ 5.94
4.9.1.3	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	18 X 18		\$ 4.46
4.9.1.4	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	18 X 24		\$ 5.94
4.9.1.5	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	24" STOP		\$ 7.92
4.9.1.6	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	24 X 30		\$ 9.90
4.9.1.7	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30" STOP		\$ 12.38

4.9.1.8	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		\$	12.38
4.9.1.9	TWO COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		\$	12.68
4.9.1.10	THREE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		\$	13.98
4.9.1.11	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36 X 36		\$	17.82
4.9.1.12	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36" YEILD		\$	8.98
4.9.1.13	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36" STOP		\$	17.82
4.9.2	<b>CUTTER/ PLOTTER MATERIALS</b>				
4.9.2.1	HIGH INTENSITY PRISMATIC SHEETING, PRESSURE SENSITIVE, ELCTRO CUT	24 IN X 50 YDS	3M 3930 SERIES OR EQUIV	\$	453.00
4.9.2.2	HIGH INTENSITY PRISMATIC SHEETING, PRESSURE SENSITIVE, ELCTRO CUT	30 IN X 50 YDS	3M 3930 SERIES OR EQUIV	\$	566.25
4.9.2.3	TRANSPARENT OVERLAY FILM, ELECTRO-CUT, PRESSURE SENSITIVE	24 IN X 50 YDS	3M 1170 SERIES OR EQUIV	\$	374.10
4.9.2.4	TRANSPARENT OVERLAY FILM, ELECTRO-CUT, PRESSURE SENSITIVE	30 IN X 50 YDS	3M 1170 SERIES OR EQUIV	\$	467.65
4.9.2.5	ANTI-GRAFFITI PROTECTIVE OVERLAY FILM, PRESSURE SENSITIVE	24 IN X 50 YDS	3M 1150 EQUIVILENT	\$	395.29
4.9.2.6	ANTI-GRAFFITI PROTECTIVE OVERLAY FILM, PRESSURE SENSITIVE	30 IN X 50 YDS	3M 1150 EQUIVILENT	\$	494.12
4.9.2.7	NON-REFLECTIVE VINYL, PRESSURE SENSITIVE, ELECTRO-CUT GRAFIC FILM	24 IN X 50 YDS	3M 7725 SERIES EQUIVILENT	\$	285.00
4.9.2.8	TRANSFER TAPE, CLEAR, GRAFFIC APPLICATION FOR ELECTRO-CUT FILM	24 IN X 50 YDS	3M TPM5 ECF EQUIVILENT	\$	135.00
4.9.2.9	TRANSFER TAPE, CLEAR, GRAFFIC APPLICATION FOR ELECTRO-CUT FILM	30 IN X 50 YDS	3M TPM5 ECF EQUIVILENT	\$	168.75
4.9.3	<b>SIGN BLANKS</b>				
4.9.3.1	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	18 X 6, 0.080 ga		\$	4.65
4.9.3.2	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	18 X 9, 0.080 ga		\$	6.97
4.9.3.3	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	21 X 6, 0.080 ga		\$	5.42
4.9.3.4	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	24 X 6, 0.080 ga		\$	6.20

4.9.3.5	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	24 X 9, 0.080 ga	\$	8.93
4.9.3.6	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	27 X 6, 0.080 ga	\$	6.83
4.9.3.7	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	30 X 6, 0.080 ga	\$	7.44
4.9.3.8	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	30 X 9, 0.080 ga	\$	11.16
4.9.3.9	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	33 X 6, 0.100 ga	\$	9.19 <sup>AN</sup>
4.9.3.10	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	36 X 6, 0.100 ga	\$	9.53 <sup>AN</sup>
4.9.3.11	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	36 X 9, 0.100 ga	\$	14.29
4.9.3.12	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	36 X 12, 0.100 ga,	\$	19.05
4.9.3.13	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	42 X 6, 0.100 ga	\$	11.11
4.9.3.14	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	42 X 9, 0.100 ga	\$	16.69
4.9.3.15	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	42 X 12, 0.100 ga	\$	22.23
4.9.3.16	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	48 X 6, 0.100 ga	\$	12.70
4.9.3.17	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	48 X 9, 0.100 ga	\$	19.05
4.9.3.18	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	48 X 12, 0.100 ga	\$	25.40
4.9.3.19	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	54 X 9, 0.100 ga	\$	21.43
4.9.3.20	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	30 X 12, 0.080 ga	\$	10.55
4.9.3.21	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	36 X 12, 0.100 ga	\$	13.86
4.9.3.22	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	42 X 12, 0.100 ga	\$	16.17

	CORNER RADIUS			
4.9.3.23	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	48 X 12, 0.100 ga		\$ 18.49
4.9.3.24	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	54 X 12, 0.100 ga		\$ 20.79
4.9.3.25	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	60 X 12, 0.100 ga		\$ 23.10
4.9.3.26	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	66 X 12, 0.100 ga		\$ 25.41
4.9.3.27	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	72 X 12, 0.100 ga		\$ 27.72
4.9.3.28	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	78 X 12, 0.100 ga		\$ 30.03
4.9.3.29	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, TWO HOLES CENTERED, SIGN BLANK	36 X 24, 0.080 ga		\$ 25.32
4.9.3.30	ALUM, ONE-SIDED YELLOW HIGH PRISMATIC, TWO HOLES CENTERED, SIGN BLANK	18 x 18	OMI	\$ 9.50
4.10.	<b>CATEGORY C: WORK ZONE SUPPLIES</b>			
4.10.1	<b>BARRICADES</b>			
4.10.1.1	TYPE II, DOUBLE SIDED, PLASTIC, 8" BOARD, 4" STRIPE, HIGH INTENSITY REFLECTIVITY	24" X 45"		\$ 44.40
4.10.1.2	TYPE III, DOUBLE SIDED, PLASTIC, 8" BOARD, 6" STRIPE, HIGH INTENSITY REFLECTIVITY	8' X 5'		\$ 160.00
4.10.1.3	BARRICADE LIGHT (AMBER), LED, PHOTOELECTRIC			\$ 14.50
4.10.1.4	BARRICADE TAPE, HI REFLECTIVITY, W/ 4" STRIPE	8" X 50YDS		\$ 173.00
4.10.1.5	BARRICADE TAPE, HI REFLECTIVITY, W/ 6" STRIPE	8" X 50YDS		\$ 173.00
4.10.1.6	TRAFFIC CONE, WEIGHTED, WITH TWO REFLECTIVE COLLARS	28 INCHES TALL		\$ 15.25
4.10.1.7	REFLECTIVE CONE COLLAR	6"		\$ 2.31
4.10.1.8	REFLECTIVE CONE COLLAR	4"		\$ 2.31
4.10.2	<b>ROLL-UP COLLAPSIBLE SIGN, HIGH REFLECTIVE VINYL, WITH RIBS AND POCKETS</b>			
4.10.2.1	ONE COLOR MUTCD STANDARD	36X36		\$ 74.90
4.10.2.2	FRESH OIL LOOSE GRAVEL	36X36		\$ 74.90
				\$
4.10.3	<b>MISCELLANEOUS</b>			
4.10.3.1	WARNING FLAGS, MESH, W/ WOOD	24" X 24"		\$ 2.61



	STAFF			
4.10.3.2	STOP/SLOW PADDLE KITS, W/ 60"STAFF	18 x 18		\$ 58.50
4.10.3.3	BARRIER TAPE, CAUTION, 3 MIL (min)	3" X 1000'		\$ 14.85
4.10.3.4	CPC GT-2 (or Equal) Galvanized Tripod Compact Sign Stand			\$ 56.80
4.11.	<b>CATEGORY D: MISC HARDWARE &amp; POSTS</b>			
4.11.1	<b>HARDWARE</b>			
4.11.1.1	BREAK-AWAY NUT, ALUM, NBA 5/16	PER 100		\$ 53.50
4.11.1.2	SIGN SAVER, ALUM, 3"min	PER 100		\$ 44.50
4.11.1.3	SET SCREW, KNURLED, 5/16". w/5/32 SOCKET	PER 100		\$ 9.50
4.11.1.4	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 90 DEGREE	12" HOLDER		\$ 9.70
4.11.1.5	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 90 DEGREE	5 1/2" HOLDER		\$ 2.95
4.11.1.6	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 180 DEGREE	12" HOLDER		\$ 9.70
4.11.1.7	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 180 DEGREE	5 1/2" HOLDER		\$ 2.95
4.11.1.8	FLAT STREET SIGN BRACKET FOR U- CHANNEL, CROSS	12" HOLDER		\$ 10.70
4.11.1.9	FLAT STREET SIGN BRACKET FOR U- CHANNEL, CROSS	5 1/2" HOLDER		\$ 3.35
4.11.2	<b>POSTS</b>			
4.11.2.1	U-CHANNEL, 2#/FT (MIN), 3/8 HOLE, 1" CENTER	8 FT		\$ 11.20
4.11.2.2	U-CHANNEL, 2#/FT (MIN), 3/8 HOLE, 1" CENTER	10 FT		\$ 14.00
4.11.2.3	U-CHANNEL, 2#/FT (MIN), 3/8 HOLE, 1" CENTER	12 FT		\$ 16.80
4.11.2.4	ROAD MARKER, WHITE, FLAT, 2- SIDED	3X 6X 62		\$ 14.70
4.11.2.5	CHANNELIZER, FLEXIBLE, BASE MOUNT, YELLOW, W/ 6" HI STRIP	36"		\$ 21.80
4.11.2.6	CHANNELIZER, FLEXIBLE, BASE MOUNT, WHITE, W/ 6" HI STRIP	48"		\$ 23.20

4.12. 3 % Increase 1<sup>st</sup> Renewal

4.12.1. 3 % Increase 2<sup>nd</sup> Renewal

4.12.2. 3 % Increase 3<sup>rd</sup> Renewal

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

4.14. Today's Date: 10/14/16

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

Yes  No

4.16. Please Describe Warranty:

Per Reflective Sheeting Manufacturers Standard

4.17. Please Describe On-Line Order Capability:

N/A

4.18. Delivery ARO: 30-45 days

4.19. Authorized Representative (Sign By Hand):

*David R. Little*

4.19.2. Type or Print Signed Name:

David R. Little



## *Request for Bid (RFB)*

**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201

***Phil Fichter, Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: [pfichter@boonecountymo.org](mailto:pfichter@boonecountymo.org)

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### ***Bid Data***

Bid Number: **45-03NOV16**  
Commodity Title: **Regulatory Signs Term & Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Questions Deadline***

Day / Date: **Wednesday, October 26, 2016**  
Time: **3:00 p.m.**  
Location / Mail Address: **All questions pertaining to this RFB must be received in writing by Bid Question deadline time and date.**  
**All questions must be submitted in writing or emailed to:**  
**[PFichter@BooneCountyMo.org](mailto:PFichter@BooneCountyMo.org)**  
**Or Mailed to:**  
**Phil Fichter**  
**613 East Ash Street, Room 111**  
**Columbia, MO 65201**

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### ***Bid Submission Address and Deadline***

Day / Date: **Thursday, November 3, 2016**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department**  
**Boone County Annex Building**  
**613 E. Ash Street, Room 111**  
**Columbia, MO 65201**  
Directions: **The Purchasing office is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.**

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### ***Bid Opening***

Day / Date: **Thursday, November 3, 2016**  
Time: **1:30 P.M. C.T.**  
Location / Address: **Boone County Annex Building**  
**613 E. Ash Street**  
**Columbia, MO 65201**

*Bid Contents*

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- 1.0: Introduction and General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form
  - Attachment A – Special Design Sign Layouts
  - Attachment B - Brackets
  - Work Authorization Certification
  - Debarment Certification
  - Standard Terms and Conditions
  - “No Bid” Response Form

**1. Introduction and General Conditions of Bidding**

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

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2017 through December 31, 2017** and may be automatically renewed for **up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – For a Term and Supply contract for the Furnishing and Delivery of **Regulatory Traffic Signs, Barricades and Sign Posts** as detailed in the Response Form, Section 4 of this Request for Bid.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
  - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **QUANTITY** – Orders will be made on an “as needed basis.” Quantities are estimated based on past usage for a 12-month period. The County reserves the right to increase or decrease quantities as requirements dictate.
  - 2.5.1. Boone County uses approximately 2,000 various signs, barricades, and sign posts each year. This figure is given not to guarantee a purchase amount, but so that bidders can have a reasonable assumption about the amount of signs that are likely to be purchased.
- 2.6. **SAMPLES** - Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following opening bids. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.8. **MINIMUM TECHNICAL SPECIFICATIONS** - All signs and materials for this bid are required to meet the Manual on Uniform Traffic Control Devices (MUTCD) standards and specifications. Upon request by Boone County, Bidder shall supply Test Reports to the Boone County Public Works Department, Operations Division.
  - 2.8.1. **Traffic Signs:** All traffic signs shall be constructed from sheet aluminum .080” min gauge w/3/8” holes, with 3M 3930 series or equivalent sheeting and reflective lettering. Traffic signs in section 4.8.1 and 4.8.2 will be ordered utilizing MUTCD sign designations from MUTCD sign tables. MUTCD sign sizes utilized by Boone County are supplied in Section 4.8.1 used to assist in the proper identification for pricing. Design layouts for traffic signs in section 4.8.3 are provided in Attachment A.
  - 2.8.2. All lettering and backing materials for section 4.9 on the Response Page must be equal to that of 3M 3930 Series of the High Intensity Prismatic or equal produced by the 3M Company. All sheeting sign faces, and films must be pressure sensitive for application.
  - 2.8.3. **Sign Blanks: Sheeting material for sign blanks** must be equal to that of 3M 3930 Series of the High Intensity Prismatic or equal produced by the 3M Company. Required gauge for the aluminum sign blanks varies by size and is indicated in section 4.9.3.
  - 2.8.4. **Barricades:** All Type II barricades shall be constructed of a heavy-duty, durable polyethylene material and of the fold-up design for easy storage and stacking. All Type III barricades shall be

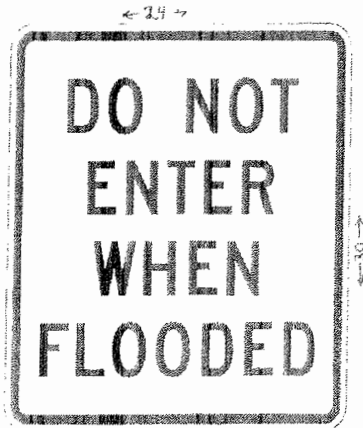
- constructed of heavy-duty, durable polyethylene materials that are 8" wide x 8' in length; includes bolt-on galvanized mounting stands. All barricades shall be doubled-sided, 3M 3930 Series of the High Intensity Prismatic or equal markings to direct traffic either right or left of barricades.
- 2.8.5. **Traffic Cones:** All traffic cones shall be bright orange in color, 28" in height, with a 6" 3M 3930 Series of the High Intensity Prismatic or equal reflective collar at top and just below a 4" collar; weighted base.
- 2.8.6. **Brackets:** The contractor must provide brackets in accordance with the drawings and specifications on Attachment B, included herein as well as described herein. The County uses two sizes, one being 12" long as shown in Attachment B and the other being 5 1/2" long.
- 2.8.7. **U-Channel Post Material and Finish:** Steel U-Channel Posts shall conform to the standard specification for hot rolled carbon steel, structural quality, ASTM designation A570, Grade 50. Yield strength after cold-forming shall be 60,000 psi minimum. Finish shall be baked green enamel paint. Holes will be 3/8 inch with one inch spacing. 2pound / foot weight.
- 2.8.7.1. **Length Tolerance:** The length of each post shall have a permissible length tolerance of + or - 1/4".
- 2.8.7.2. **Delivery requirement:** Posts must be palletized or delivered via flat-bed trailer for efficient unloading. There is no loading dock at Public Works, all deliveries are unloaded from the ground. Shipments should be packaged with that in mind.
- 2.9. **DEVIATION(S)** - It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.
- 2.10. **DELIVERY** -- Delivery shall be to the Boone County Public Works Department, Maintenance Operations Division. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. All orders shall be delivered within 30 days after receipt of an order.
- 2.11. **DESIGNEE** - Boone County Public Works Department, 5551 S Tom Bass Rd, Columbia, MO 65201. Telephone: (573) 449-8515.
- 2.12. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Phil Fichter, Buyer, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: pfichter@boonecountymo.org.
- 2.13. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct Monthly Statement. Invoices and Monthly Statement to be mailed to the Designee.
- 2.14. **DESCRIPTIVE LITERATURE** - Bidders proposing to furnish items other than specified must submit complete descriptive literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.15. **METHOD OF ORDERING** - Orders will be requested via telephone, fax or on-line. The Contractor shall be required to confirm receipt of each request.
- 2.16. **EQUAL** - Items quoted to be as indicated or approved equal where equivalency is allowed in specifications.



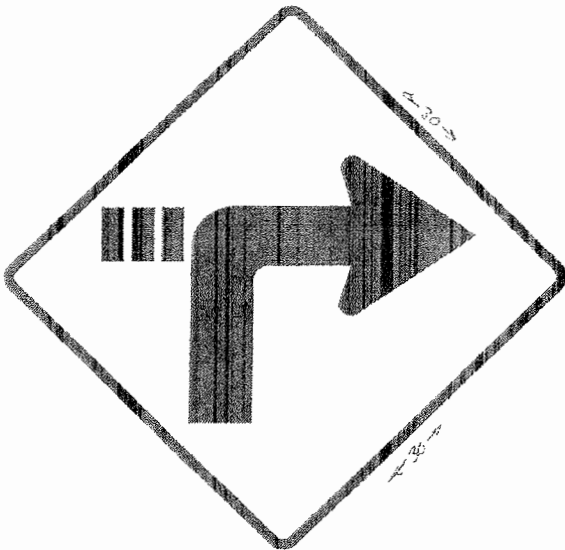
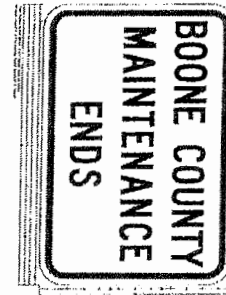
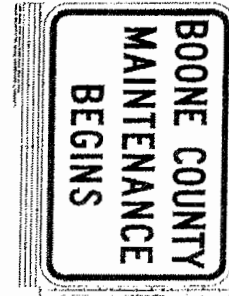
**3. Response Presentation and Review**

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

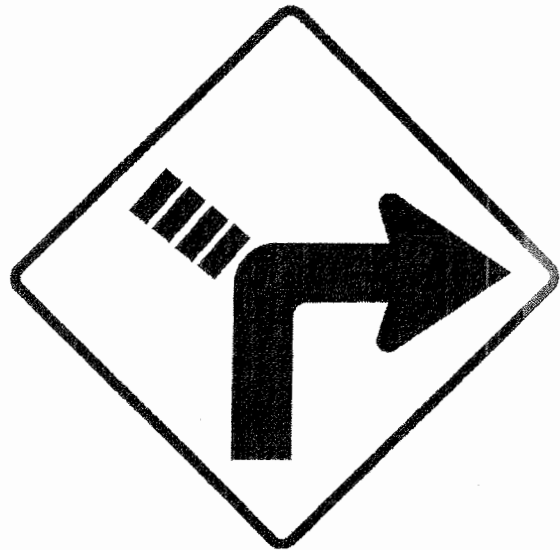
ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS



ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS

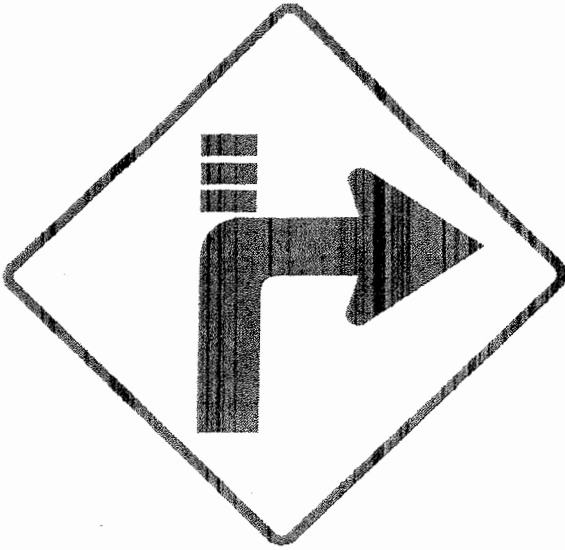


WI-RS

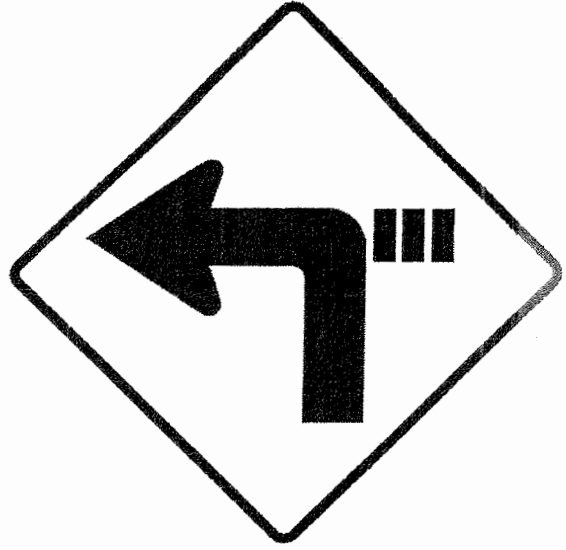


WI-RC

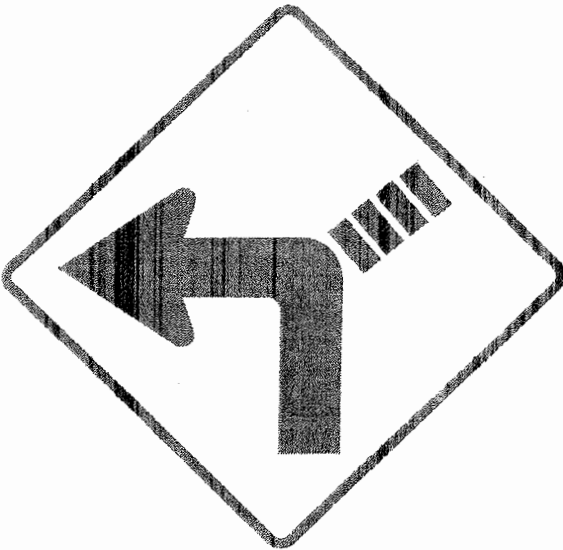
ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS



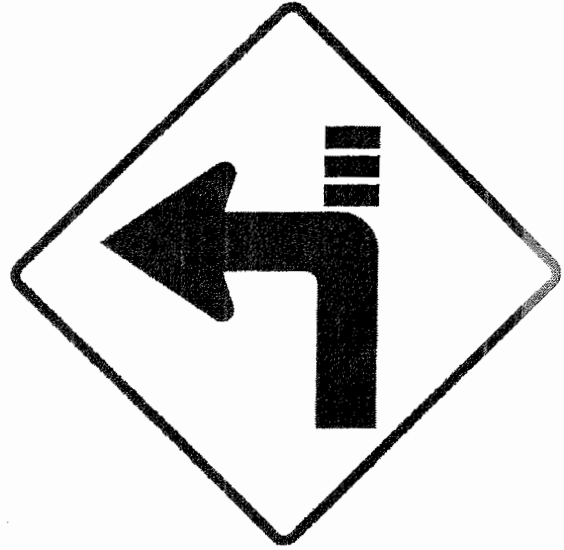
W1-RF



W1-L5



W1-L2

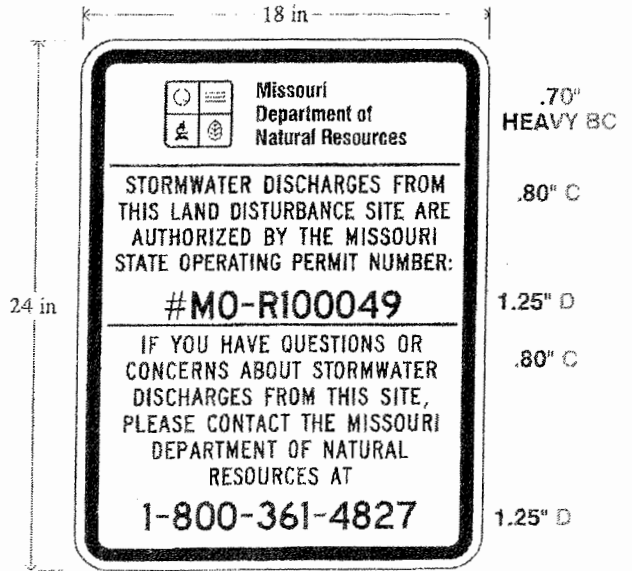


W1-LF

ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS



WR06-4 SPEC

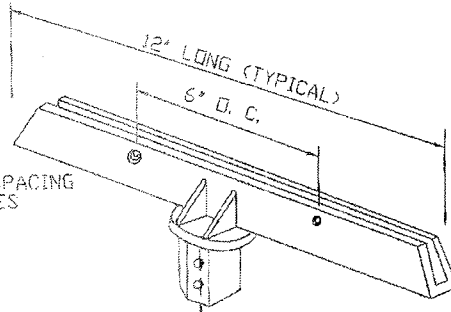


DNR PERMIT

**ATTACHMENT B  
BRACKETS**

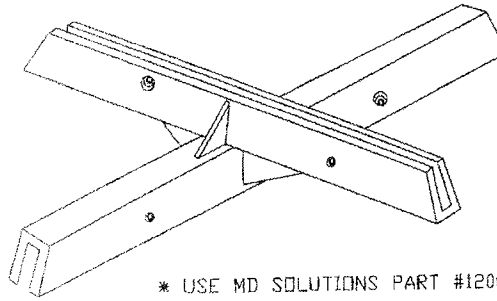
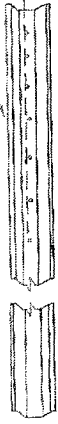
(Please note that the example shown here is one of two different sizes used by Boone County. See section 2.8.6.)

**NOTE:**  
DIMENSIONS AND BOLT SPACING  
TYPICAL FOR BOTH TYPES



MOUNT TO 12' LONG  
U-CHANNEL  
GREEN SIGN POST  
OR APPROVED EQUAL

\* USE MD SOLUTIONS PART #120UCF090 (90 DEGREES)  
\* USE MD SOLUTIONS PART #120UCF180 (180 DEGREES AS SHOWN)  
OR APPROVED EQUAL



\* USE MD SOLUTIONS PART #120CPF090  
OR APPROVED EQUAL



## CERTIFICATION OF INDIVIDUAL BIDDER

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name





(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

David R. Lightle Member

Name and Title of Authorized Representative

David R. Lightle

Signature

10/14/2016

Date

## STANDARD TERMS AND CONDITIONS- BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



*"No Bid" Response Form*

**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201

Phil Fichter, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

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**"NO BID RESPONSE FORM"**

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

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

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

**Bid: 45-03NOV16– Regulatory Signs Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

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



Boone County Purchasing  
613 E. Ash Street, Room 111  
Columbia, MO 65201

## ***Request for Bid (RFB)***

***Phil Fichter, Buyer***

(573) 886-4392 – Fax: (573) 886-4390

Email: [pfichter@boonecountymo.org](mailto:pfichter@boonecountymo.org)

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### ***Bid Data***

Bid Number: **45-03NOV16**

Commodity Title: **Regulatory Signs Term & Supply**

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### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

#### ***Bid Questions Deadline***

Day / Date: **Wednesday, October 26, 2016**

Time: **3:00 p.m.**

Location / Mail Address: **All questions pertaining to this RFB must be received in writing by Bid Question deadline time and date.**

**All questions must be submitted in writing or emailed to:**

**[PFichter@BooneCountyMo.org](mailto:PFichter@BooneCountyMo.org)**

**Or Mailed to:**

**Phil Fichter**

**613 East Ash Street, Room 111**

**Columbia, MO 65201**

#### ***Bid Submission Address and Deadline***

Day / Date: **Thursday, November 3, 2016**

Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 111  
Columbia, MO 65201**

Directions: **The Purchasing office is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.**

#### ***Bid Opening***

Day / Date: **Thursday, November 3, 2016**

Time: **1:30 P.M. C.T.**

Location / Address: **Boone County Annex Building  
613 E. Ash Street  
Columbia, MO 65201**

***Bid Contents***

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- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
  - Attachment A – Special Design Sign Layouts**
  - Attachment B - Brackets**
  - Work Authorization Certification**
  - Debarment Certification**
  - Standard Terms and Conditions**
  - “No Bid” Response Form**

**1. Introduction and General Conditions of Bidding**

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



- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2017 through December 31, 2017** and may be automatically renewed for **up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – For a Term and Supply contract for the Furnishing and Delivery of **Regulatory Traffic Signs, Barricades and Sign Posts** as detailed in the Response Form, Section 4 of this Request for Bid.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
  - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **QUANTITY** – Orders will be made on an “as needed basis.” Quantities are estimated based on past usage for a 12-month period. The County reserves the right to increase or decrease quantities as requirements dictate.
  - 2.5.1. Boone County uses approximately 2,000 various signs, barricades, and sign posts each year. This figure is given not to guarantee a purchase amount, but so that bidders can have a reasonable assumption about the amount of signs that are likely to be purchased.
- 2.6. **SAMPLES** - Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following opening bids. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.8. **MINIMUM TECHNICAL SPECIFICATIONS** - All signs and materials for this bid are required to meet the Manual on Uniform Traffic Control Devices (MUTCD) standards and specifications. Upon request by Boone County, Bidder shall supply Test Reports to the Boone County Public Works Department, Operations Division.
  - 2.8.1. **Traffic Signs:** All traffic signs shall be constructed from sheet aluminum .080” min gauge w/3/8” holes, with 3M 3930 series or equivalent sheeting and reflective lettering. Traffic signs in section 4.8.1 and 4.8.2 will be ordered utilizing MUTCD sign designations from MUTCD sign tables. MUTCD sign sizes utilized by Boone County are supplied in Section 4.8.1 used to assist in the proper identification for pricing. Design layouts for traffic signs in section 4.8.3 are provided in Attachment A.
  - 2.8.2. All lettering and backing materials for section 4.9.on the Response Page must be equal to that of 3M 3930 Series of the High Intensity Prismatic or equal produced by the 3M Company. All sheeting sign faces, and films must be pressure sensitive for application.
  - 2.8.3. **Sign Blanks: Sheeting material for sign blanks** must be equal to that of 3M 3930 Series of the High Intensity Prismatic or equal produced by the 3M Company. Required gauge for the aluminum sign blanks varies by size and is indicated in section 4.9.3.
  - 2.8.4. **Barricades:** All Type II barricades shall be constructed of a heavy-duty, durable polyethylene material and of the fold-up design for easy storage and stacking. All Type III barricades shall be

- constructed of heavy-duty, durable polyethylene materials that are 8" wide x 8' in length; includes bolt-on galvanized mounting stands. All barricades shall be doubled-sided, 3M 3930 Series of the High Intensity Prismatic or equal markings to direct traffic either right or left of barricades.
- 2.8.5. **Traffic Cones:** All traffic cones shall be bright orange in color, 28" in height, with a 6" 3M 3930 Series of the High Intensity Prismatic or equal reflective collar at top and just below a 4" collar; weighted base.
- 2.8.6. **Brackets:** The contractor must provide brackets in accordance with the drawings and specifications on Attachment B, included herein as well as described herein. The County uses two sizes, one being 12" long as shown in Attachment B and the other being 5 ½" long.
- 2.8.7. **U-Channel Post Material and Finish:** Steel U-Channel Posts shall conform to the standard specification for hot rolled carbon steel, structural quality, ASTM designation A570, Grade 50. Yield strength after cold-forming shall be 60,000 psi minimum. Finish shall be baked green enamel paint. Holes will be 3/8 inch with one inch spacing. 2pound / foot weight.
- 2.8.7.1. **Length Tolerance:** The length of each post shall have a permissible length tolerance of + or - ¼".
- 2.8.7.2. **Delivery requirement:** Posts must be palletized or delivered via flat-bed trailer for efficient unloading. There is no loading dock at Public Works, all deliveries are unloaded from the ground. Shipments should be packaged with that in mind.
- 2.9. **DEVIATION(S)** - It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.
- 2.10. **DELIVERY** – Delivery shall be to the Boone County Public Works Department, Maintenance Operations Division. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. All orders shall be delivered within 30 days after receipt of an order.
- 2.11. **DESIGNEE** - Boone County Public Works Department, 5551 S Tom Bass Rd, Columbia, MO 65201. Telephone: (573) 449-8515.
- 2.12. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Phil Fichter, Buyer, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: pfichter@boonecountymmo.org.
- 2.13. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct Monthly Statement. Invoices and Monthly Statement to be mailed to the Designee.
- 2.14. **DESCRIPTIVE LITERATURE** - Bidders proposing to furnish items other than specified must submit complete descriptive literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.15. **METHOD OF ORDERING** - Orders will be requested via telephone, fax or on-line. The Contractor shall be required to confirm receipt of each request.
- 2.16. **EQUAL** - Items quoted to be as indicated or approved equal where equivalency is allowed in specifications.

**3. Response Presentation and Review**

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

4. **Response Form**

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. E-Mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

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

4.8.	<b>CATEGORY A: TRAFFIC SIGNS</b>			
4.8.1	<b>REGULATORY, WARNING AND TEMPORARY TRAFFIC CONTROL SIGNS</b>	<b>SIZE</b>	<b>DISCRIPTION</b>	<b>PRICE EACH</b>
4.8.1.1	STOP	36X36	R1-1	\$
4.8.1.2	STOP	30X30	R1-1	\$
4.8.1.3	YEILD	36X36X36	R1-2	\$
4.8.1.4	YEILD	48x48X48	R1-2	\$
4.8.1.5	ONE COLOR MUTCD STANDARD	6X12		\$
4.8.1.6	ONE COLOR MUTCD STANDARD	12X36		\$
4.8.1.7	ONE COLOR MUTCD DOUBLE FACED	12X36		\$
4.8.1.8	ALL WAY	18X6		\$
4.8.1.9	ONE COLOR MUTCD STANDARD	18X18		\$
4.8.1.10	ONE COLOR MUTCD STANDARD	18X24		\$
4.8.1.11	ONE COLOR MUTCD DOUBLE FACED	18X24		\$
4.8.1.12	ONE COLOR MUTCD STANDARD	24X12		\$
4.8.1.13	ONE COLOR MUTCD STANDARD	24X18		\$
4.8.1.14	ONE COLOR MUTCD STANDARD	24X24		\$
4.8.1.15	ONE COLOR MUTCD STANDARD	24X30		\$
4.8.1.16	ONE COLOR MUTCD DOUBLE FACED	24X30		\$
4.8.1.17	ONE COLOR MUTCD STANDARD	30X24		\$
4.8.1.18	ONE COLOR MUTCD STANDARD	30X30		\$
4.8.1.19	TWO COLOR MUTCD STANDARD	30X30		\$
4.8.1.20	THREE COLOR MUTCD STANDARD	30X30		\$
4.8.1.21	ONE COLOR MUTCD STANDARD	30 DIA		\$
4.8.1.22	ONE COLOR MUTCD STANDARD	30X36		\$
4.8.1.23	ONE COLOR MUTCD STANDARD	36X8		\$
4.8.1.24	ONE COLOR MUTCD STANDARD	36X12		\$
4.8.1.25	ONE COLOR MUTCD STANDARD	36X24		\$
4.8.1.26	ONE COLOR MUTCD STANDARD	36X36		\$
4.8.1.27	ONE COLOR MUTCD STANDARD	36 DIA		\$

4.8.1.28	ONE COLOR MUTCD STANDARD	48X30		\$
4.8.1.29	ONE COLOR MUTCD STANDARD	60X30		\$
4.8.1.30	NO U-TURN	24 X 30	R4-7A	\$
4.8.1.31	YELLOW	18X18	OM1	\$
4.8.1.32	RED	18X18	OM4	\$
<b>4.8.2 YELLOW/GREEN FLUORESCENT SCHOOL</b>				
4.8.2.1	SCHOOL CROSSING	30X30	S1-1	\$
4.8.2.2	SCHOOL CROSSING	36X36	S1-1	\$
4.8.2.3	AHEAD OR ARROWS	24X12	W16 SERIES	\$
4.8.2.4	SCHOOL BUS STOP AHEAD	30X30	S3-1	\$
4.8.2.5	SCHOOL BUS TURN AROUND AHEAD	30X30	S3-2	\$
4.8.2.6	SCHOOL SPEED ZONE AHEAD	30X30	S4-5	\$
<b>4.8.3 SPECIAL DESIGN SIGNS (Layouts in Attachment A)</b>				
4.8.3.1	DO NOT ENTER WHEN FLOODED	24X30	BLACK / WHITE	\$
4.8.3.2	FLOOD AREA AHEAD	30X30	BLACK / YELLOW	\$
4.8.3.3	IMPASSIBLE DURING HIGH WATER	30X30	BLACK / YELLOW	\$
4.8.3.4	CAUTION	30X30	BLACK / ORANGE	\$
4.8.3.5	FRESH OIL LOOSE GRAVEL	30X30	BLACK / ORANGE	\$
4.8.3.6	BOONE COUNTY MAINTENANCE BEGINS	18X12	BLACK / WHITE	\$
4.8.3.7	BOONE COUNTY MAINTENANCE ENDS	18X12	BLACK / WHITE	\$
4.8.3.8	W1-1R WITH SIDE INTERSECTION	30X30	BLACK / YELLOW	\$
4.8.3.9	W1-1R WITH CORNER INTERSECTION	30X30	BLACK / YELLOW	\$
4.8.3.10	W1-1R WITH FORWARD INTERSECTION	30X30	BLACK / YELLOW	\$
4.8.3.11	W1-1L WITH SIDE INTERSECTION	30X30	BLACK / YELLOW	\$
4.8.3.12	W1-1L WITH CORNER INTERSECTION	30X30	BLACK / YELLOW	\$
4.8.3.13	W1-1L WITH FORWARD INTERSECTION	30X30	BLACK / YELLOW	\$
4.8.3.14	W20-4 SPECIAL	30X30	BLACK / YELLOW	\$
4.8.3.15	DNR PERMIT SIGN	18X24	BLACK / WHITE	\$
<b>4.9 CATEGORY B: FABRICATION MATERIALS</b>				
<b>4.9.1 SIGN FACING SHEETS</b>				
4.9.1.1	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	12 X 18		\$
4.9.1.2	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	12 X 36		\$
4.9.1.3	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	18 X 18		\$
4.9.1.4	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	18 X 24		\$
4.9.1.5	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	24" STOP		\$
4.9.1.6	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	24 X 30		\$
4.9.1.7	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30" STOP		\$

4.9.1.8	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		\$
4.9.1.9	TWO COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		\$
4.9.1.10	THREE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	30 X 30		\$
4.9.1.11	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36 X 36		\$
4.9.1.12	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36" YEILD		\$
4.9.1.13	ONE COLOR SIGN FACE, HI REFLECTIVITY, PRESSURE SENSITIVE	36" STOP		\$
<b>4.9.2 CUTTER/ PLOTTER MATERIALS</b>				
4.9.2.1	HIGH INTENSITY PRISMATIC SHEETING, PRESSURE SENSITIVE, ELCTRO CUT	24 IN X 50 YDS	3M 3930 SERIES OR EQUIV	\$
4.9.2.2	HIGH INTENSITY PRISMATIC SHEETING, PRESSURE SENSITIVE, ELCTRO CUT	30 IN X 50 YDS	3M 3930 SERIES OR EQUIV	\$
4.9.2.3	TRANSPARENT OVERLAY FILM, ELECTRO-CUT, PRESSURE SENSITIVE	24 IN X 50 YDS	3M 1170 SERIES OR EQUIV	\$
4.9.2.4	TRANSPARENT OVERLAY FILM, ELECTRO-CUT, PRESSURE SENSITIVE	30 IN X 50 YDS	3M 1170 SERIES OR EQUIV	\$
4.9.2.5	ANTI-GRAFFITI PROTECTIVE OVERLAY FILM, PRESSURE SENSITIVE	24 IN X 50 YDS	3M 1150 EQUIVILENT	\$
4.9.2.6	ANTI-GRAFFITI PROTECTIVE OVERLAY FILM, PRESSURE SENSITIVE	30 IN X 50 YDS	3M 1150 EQUIVILENT	\$
4.9.2.7	NON-REFLECTIVE VINYL, PRESSURE SENSITIVE, ELECTRO-CUT GRAFIC FILM	24 IN X 50 YDS	3M 7725 SERIES EQUIVILENT	\$
4.9.2.8	TRANSFER TAPE, CLEAR, GRAFFIC APPLICATION FOR ELECTRO-CUT FILM	24 IN X 50 YDS	3M TPM5 ECF EQUIVILENT	\$
4.9.2.9	TRANSFER TAPE, CLEAR, GRAFFIC APPLICATION FOR ELECTRO-CUT FILM	30 IN X 50 YDS	3M TPM5 ECF EQUIVILENT	\$
<b>4.9.3 SIGN BLANKS</b>				
4.9.3.1	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	18 X 6, 0.080 ga		\$
4.9.3.2	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	18 X 9, 0.080 ga		\$
4.9.3.3	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	21 X 6, 0.080 ga		\$
4.9.3.4	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	24 X 6,0.080 ga		\$

4.9.3.5	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	24 X 9, 0.080 ga		\$
4.9.3.6	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	27 X 6, 0.080 ga		\$
4.9.3.7	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	30 X 6, 0.080 ga		\$
4.9.3.8	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	30 X 9, 0.080 ga		\$
4.9.3.9	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	33 X 6, 0.100 ga		\$
4.9.3.10	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 6, 0.100 ga		\$
4.9.3.11	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 9, 0.100 ga		\$
4.9.3.12	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 12, 0.100 ga,		\$
4.9.3.13	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	42 X 6, 0.100 ga		\$
4.9.3.14	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	42 X 9, 0.100 ga		\$
4.9.3.15	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	42 X 12, 0.100 ga		\$
4.9.3.16	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	48 X 6, 0.100 ga		\$
4.9.3.17	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	48 X 9, 0.100 ga		\$
4.9.3.18	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	48 X 12, 0.100 ga		\$
4.9.3.19	ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	54 X 9, 0.100 ga		\$
4.9.3.20	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	30 X 12, 0.080 ga		\$
4.9.3.21	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 12, 0.100 ga		\$
4.9.3.22	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5"	42 X 12, 0.100 ga		\$



	CORNER RADIUS			
4.9.3.23	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	48 X 12, 0.100 ga		\$
4.9.3.24	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	54 X 12, 0.100 ga		\$
4.9.3.25	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	60 X 12, 0.100 ga		\$
4.9.3.26	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	66 X 12, 0.100 ga		\$
4.9.3.27	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	72 X 12, 0.100 ga		\$
4.9.3.28	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	78 X 12, 0.100 ga		\$
4.9.3.29	ALUM, ONE-SIDED WHITE HIGH PRISMATIC, TWO HOLES CENTERED, SIGN BLANK	36 X 24, 0.080 ga		\$
4.9.3.30	ALUM, ONE-SIDED YELLOW HIGH PRISMATIC, TWO HOLES CENTERED, SIGN BLANK	18 x 18	OMI	\$
4.10.	<b>CATEGORY C: WORK ZONE SUPPLIES</b>			
4.10.1	<b>BARRICADES</b>			
4.10.1.1	TYPE II, DOUBLE SIDED, PLASTIC, 8" BOARD, 4" STRIPE, HIGH INTENSITY REFLECTIVITY	24" X 45"		\$
4.10.1.2	TYPE III, DOUBLE SIDED, PLASTIC, 8" BOARD, 6" STRIPE, HIGH INTENSITY REFLECTIVITY	8' X 5'		\$
4.10.1.3	BARRICADE LIGHT (AMBER), LED, PHOTOELECTRIC			\$
4.10.1.4	BARRICADE TAPE, HI REFLECTIVITY, W/ 4"STRIPE	8" X 50YDS		\$
4.10.1.5	BARRICADE TAPE, HI REFLECTIVITY, W/ 6"STRIPE	8" X 50YDS		\$
4.10.1.6	TRAFFIC CONE, WEIGHTED, WITH TWO REFLECTIVE COLLARS	28 INCHES TALL		\$
4.10.1.7	REFLECTIVE CONE COLLAR	6"		\$
4.10.1.8	REFLECTIVE CONE COLLAR	4"		\$
4.10.2	<b>ROLL-UP COLLAPSIBLE SIGN, HIGH REFLECTIVE VINYL, WITH RIBS AND POCKETS</b>			
4.10.2.1	ONE COLOR MUTCD STANDARD	36X36		\$
4.10.2.2	FRESH OIL LOOSE GRAVEL	36X36		\$
				\$
4.10.3	<b>MISCELLANEOUS</b>			
4.10.3.1	WARNING FLAGS, MESH, W/ WOOD	24" X 24"		\$

	STAFF			
4.10.3.2	STOP/SLOW PADDLE KITS, W/ 60"STAFF	18 x 18		\$
4.10.3.3	BARRIER TAPE, CAUTION, 3 MIL (min)	3" X 1000'		\$
4.10.3.4	CPC GT-2 (or Equal) Galvanized Tripod Compact Sign Stand			\$
4.11.	<b>CATEGORY D: MISC HARDWARE &amp; POSTS</b>			
4.11.1	<b>HARDWARE</b>			
4.11.1.1	BREAK-AWAY NUT, ALUM, NBA 5/16	PER 100		\$
4.11.1.2	SIGN SAVER, ALUM, 3"min	PER 100		\$
4.11.1.3	SET SCREW, KNURLED, 5/16", w/5/32 SOCKET	PER 100		\$
4.11.1.4	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 90 DEGREE	12" HOLDER		\$
4.11.1.5	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 90 DEGREE	5 1/2" HOLDER		\$
4.11.1.6	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 180 DEGREE	12" HOLDER		\$
4.11.1.7	FLAT STREET SIGN BRACKET FOR U- CHANNEL, 180 DEGREE	5 1/2" HOLDER		\$
4.11.1.8	FLAT STREET SIGN BRACKET FOR U- CHANNEL, CROSS	12" HOLDER		\$
4.11.1.9	FLAT STREET SIGN BRACKET FOR U- CHANNEL, CROSS	5 1/2" HOLDER		\$
4.11.2	<b>POSTS</b>			
4.11.2.1	U-CHANNEL, 2#/FT (MIN), 3/8 HOLE, 1" CENTER	8 FT		\$
4.11.2.2	U-CHANNEL, 2#/FT (MIN), 3/8 HOLE, 1" CENTER	10 FT		\$
4.11.2.3	U-CHANNEL, 2#/FT (MIN), 3/8 HOLE, 1" CENTER	12 FT		\$
4.11.2.4	ROAD MARKER, WHITE, FLAT, 2- SIDED	3X 6X 62		\$
4.11.2.5	CHANNELIZER, FLEXIBLE, BASE MOUNT, YELLOW, W/ 6" HI STRIP	36"		\$
4.11.2.6	CHANNELIZER, FLEXIBLE, BASE MOUNT, WHITE, W/ 6" HI STRIP	48"		\$

4.12. \_\_\_\_\_ % Increase 1<sup>st</sup> Renewal

4.12.1. \_\_\_\_\_ % Increase 2<sup>nd</sup> Renewal

4.12.2. \_\_\_\_\_ % Increase 3<sup>rd</sup> Renewal

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

4.14. Today's Date: \_\_\_\_\_

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

4.16. Please Describe Warranty:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.17. Please Describe On-Line Order Capability:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.18. Delivery ARO: \_\_\_\_\_ days

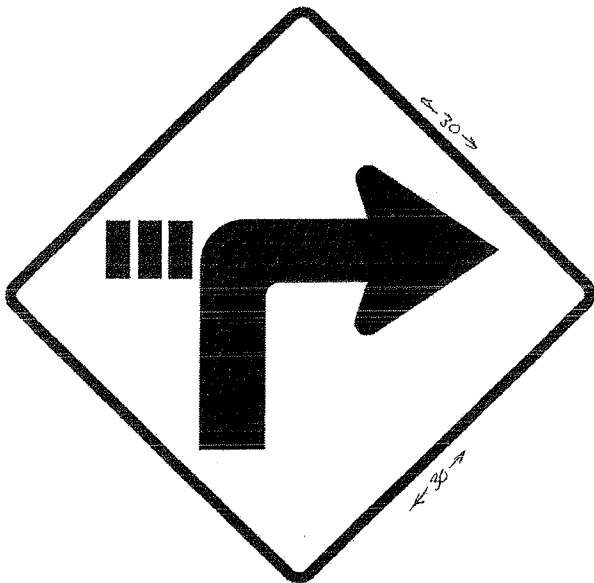
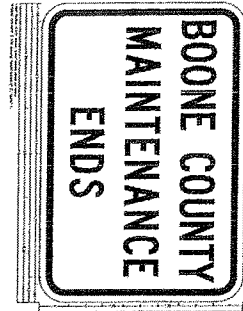
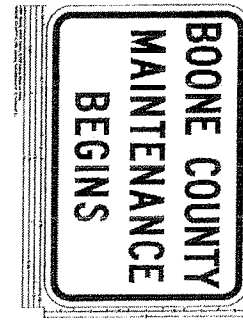
4.19. Authorized Representative (Sign By Hand):  
\_\_\_\_\_

4.19.2. Type or Print Signed Name:  
\_\_\_\_\_

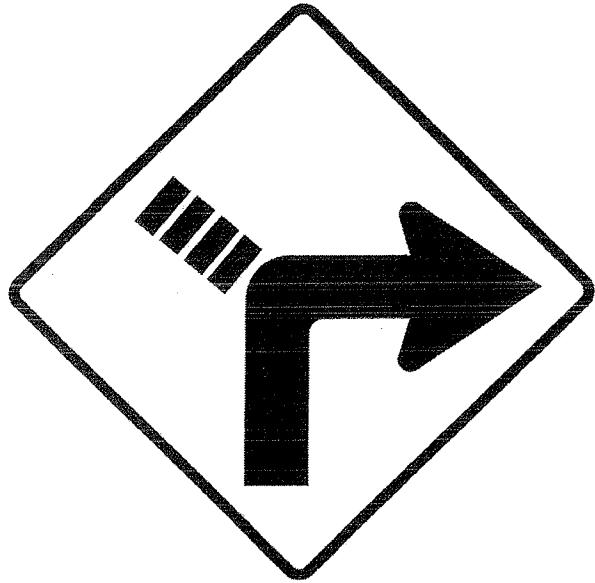
ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS



ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS

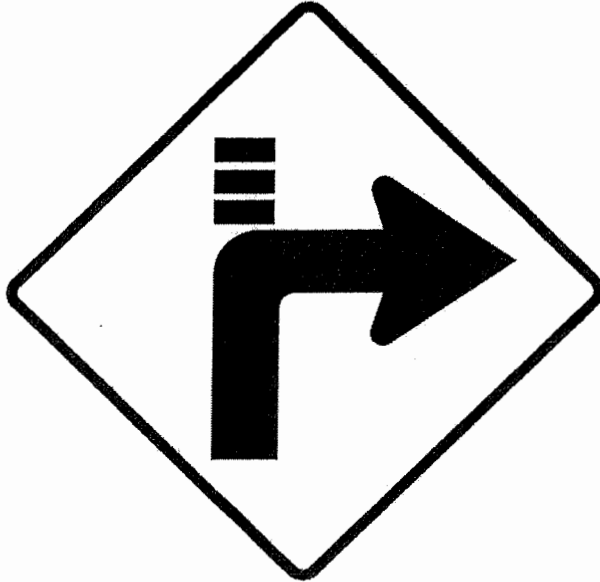


W1-1RS

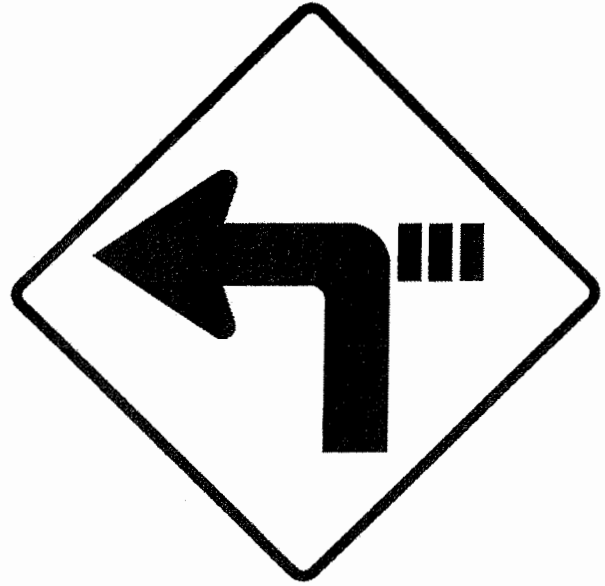


W1-1RC

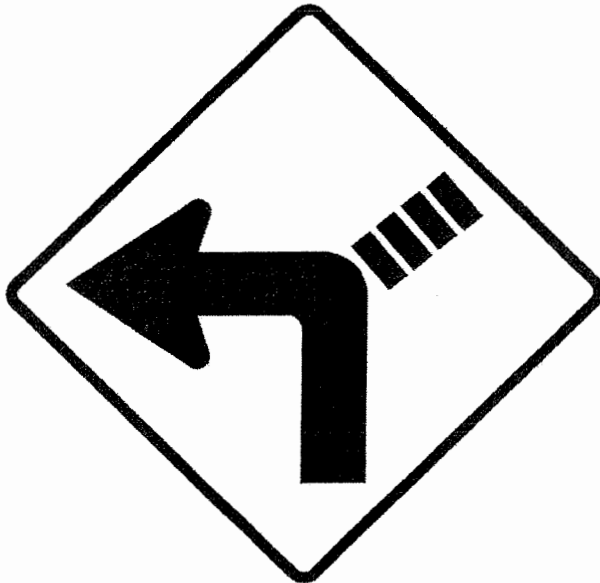
ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS



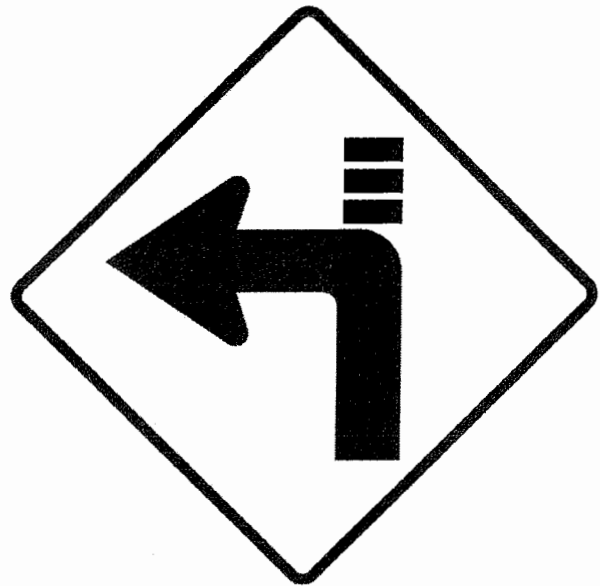
W1-RF



W1-L5



W1-LC

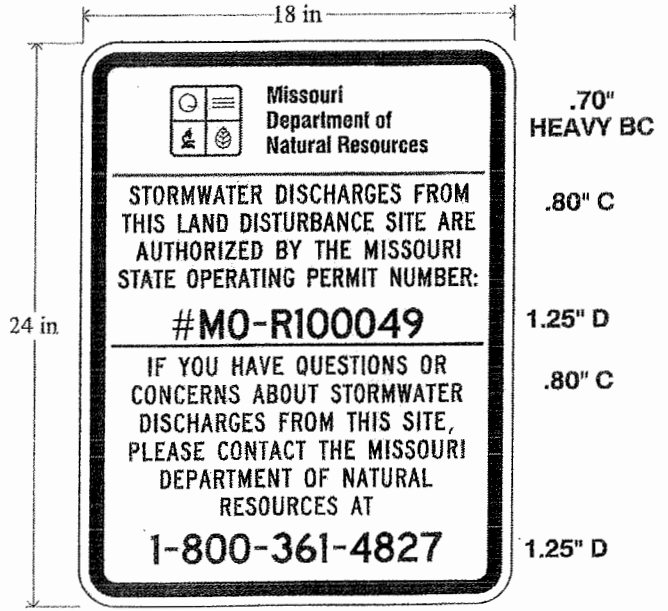


W1-LF

ATTACHMENT A  
SPECIAL DESIGN SIGN LAYOUTS



W 20-4 SPEC



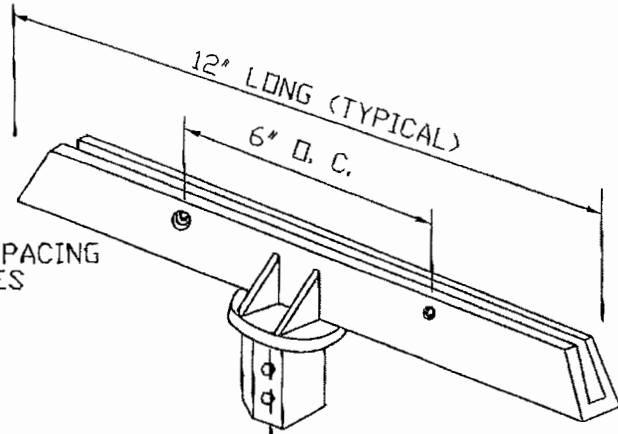
DNR PERMIT

**ATTACHMENT B  
BRACKETS**

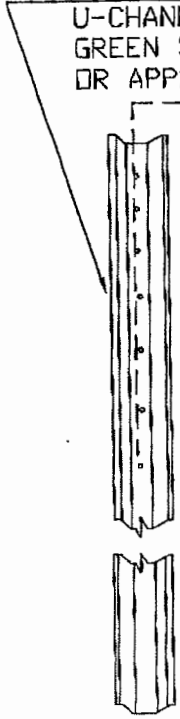
(Please note that the example shown here is one of two different sizes used by Boone County. See section 2.8.6.)

**NOTE:**

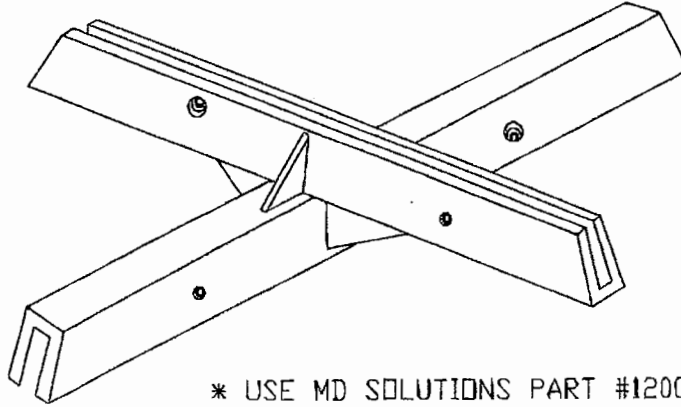
DIMENSIONS AND BOLT SPACING  
TYPICAL FOR BOTH TYPES



MOUNT TO 12' LONG  
U-CHANNEL  
GREEN SIGN POST  
OR APPROVED EQUAL



- \* USE MD SOLUTIONS PART #120UCF090 (90 DEGREES)
- \* USE MD SOLUTIONS PART #120UCF180 (180 DEGREES AS SHOWN)  
OR APPROVED EQUAL



- \* USE MD SOLUTIONS PART #120CPF090  
OR APPROVED EQUAL





**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:

**(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

**STANDARD TERMS AND CONDITIONS- BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



*"No Bid" Response Form*

**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201

Phil Fichter, Buyer  
(573) 886-4392– Fax: (573) 886-4390

**"NO BID RESPONSE FORM"**

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

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

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

**Bid: 45-03NOV16– Regulatory Signs Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

6th

day of December

20 16

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 Contract Amendment Number One to 138AN-TISA2013, Telephone System for the Emergency Communication Center.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One, Telephone System for the Emergency Communication Center.

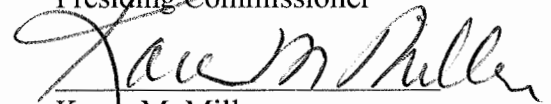
Done this 6th day of December, 2016.

ATTEST:

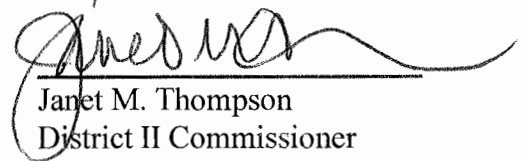
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner



549-2016

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPB  
**DATE:** November 28, 2016  
**RE:** Amendment Number One – 138AN-TISA2013 – Telephone System for the Emergency Communication Center

Contract *138AN-TISA2013 – Telephone System for the Emergency Communication Center* was approved by commission for award to Centurylink Communications, LLC on June 23, 2016, commission order 248-2016. Per Aron Gish, Boone County Information Technology Director, this amendment is needed to purchase some of the 911 network pieces.

Invoice will be paid from departments 4101 – ECC Radio & Technology, account 71231 – Owner Costs.

cc: Aron Gish, IT  
Contract File

**AMENDMENT TO  
CENTURYLINK® LOYAL ADVANTAGE®  
MiCTA MEMBER PARTICIPATION CONTRACT**

**THIS AMENDMENT NO. ONE** (this "Amendment") by and between **CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC** ("CenturyLink") and **Boone County, Missouri** ("Customer" or "Member"), hereby amends the CenturyLink Loyal Advantage Agreement, or Qwest Loyal Advantage Agreement, as applicable for this MiCTA Member, CenturyLink Contract ID: 1039681 as may have been previously amended (the "Agreement"). For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Amendment, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. All references to "Qwest Loyal Advantage" or "QLA" are hereby replaced with "CenturyLink Loyal Advantage."

CenturyLink and Member wish to amend the Agreement as follows:

1. **Term.** Member's existing Term in the Agreement will remain in effect.
2. **Addition of Service.** Customer is adding a new Service to the Agreement.

**DOMESTIC NETWORK DIVERSITY SERVICES EXHIBIT**

3. **Modifications.** To the extent that the following provisions are not already in the Agreement or in a previous amendment, they are added through this Amendment. The Agreement is amended as follows:

**3.1 General.**

(a) Member will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

(b) Member may access its invoices and choose paperless invoices online through CenturyLink Control Center located at [controlcenter.centurylink.com](http://controlcenter.centurylink.com). If Member does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Member or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Member. Those charges will not apply to an invoice that is not available through Control Center. Member's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink process only), or paper check. CenturyLink reserves the right to charge administrative fees when Member's payment preferences deviate from CenturyLink's standard practices.

(c) CenturyLink will provide Service if: (i) there is a valid, accurate, and complete Order Form submitted by Member; (ii) adequate capacity is available; and (iii) CenturyLink accepts the Order Form.

(d) CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity.

(e) If Services are provided pursuant to a Tariff, RSS, or ISS, as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, Agreement, RSS, ISS, and Order Form.

(f) CenturyLink's Information Services Schedule ("ISS"), Rates and Services Schedules ("RSS") and Tariff (which includes CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules) are posted at the following links and are incorporated by this reference:

- The ISS is located at [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf)
- The International RSS is located at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf)
- The Interstate RSS is located at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf)
- The Tariff is located at <http://www.centurylink.com/tariffs>

(g) The Definitions Section is amended to include the following:

"Detailed Description" is defined in the Select Advantage Service Exhibit.

"Regulatory Activity" is a regulation or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. CenturyLink reserves the right to amend, change, withdraw or file additional Tariffs or RSS in its sole discretion, with such updated Tariffs or RSS effective upon posting or upon fulfillment of any necessary regulatory requirements.

**AMENDMENT TO  
CENTURYLINK® LOYAL ADVANTAGE®  
MiCTA MEMBER PARTICIPATION CONTRACT**

**3.2 CPNI.** The following CPNI Section is added to the Agreement:

(a) "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

(b) CenturyLink is required by law to treat CPNI confidentially. Member agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Member could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Member may withdraw its authorization at any time by informing CenturyLink in writing. Member's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Member. However, in order to participate in CenturyLink's MiCTA program offering, Member must consent to the disclosure of CPNI to MiCTA, and by executing this Agreement, Member expressly provides its consent.

**3.3 Private Line Service.** If Member is amending an Agreement already containing Domestic Private Line, the following section is added to the Service Exhibit and replaces any conflicting language in the Service Exhibit:

**RSS.** Member understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Service Term, more than 10% of its traffic will be interstate traffic.

**3.4 HIPAA.** If the Agreement has a HIPAA section, then that section is deleted and replaced with the following HIPAA section, otherwise the following section is added to the Agreement.

CenturyLink does not require or intend to access Member data in its performance hereunder, including but not limited to any confidential health related information of Member's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**3.5** The following is deleted from the "Service" Section:

Member represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Member's use of Services must comply with all applicable laws.

**3.6** The following section added to the Agreement:

**No Resale; Security.** Member represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Member information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Member is responsible for selecting and using the level of security protection needed for all Member data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data. CenturyLink will not be deemed to have accessed, received, or be in the possession of Member Confidential Information solely by virtue of the fact that Member transmits, receives, accesses or stores such information through its use of CenturyLink's Services. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE MEMBER.

#### **4. Miscellaneous.**

**4.1** On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC d/b/a CenturyLink QCC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC. References in the Agreement to "Qwest Communications Corporation," "Qwest Communications Company, LLC," or "QCC" are replaced with "CenturyLink Communications, LLC."

549-2016

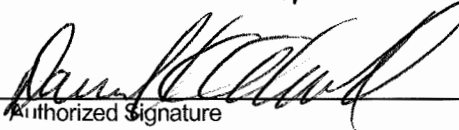
AMENDMENT TO  
CENTURYLINK® LOYAL ADVANTAGE®  
MICTA MEMBER PARTICIPATION CONTRACT

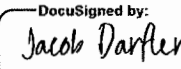
4.2 All references to the Master Agreement in the Agreement will refer to the Master Agreement available on the MICTA Web site for Members located at [www.mictatech.org](http://www.mictatech.org). This Amendment will be effective as of the date it is executed by CenturyLink after the Member's signature (the "Amendment Effective Date") and will become part of the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and if there are any inconsistencies between the two documents, the terms of this Amendment will control. Using CenturyLink's electronic signature process for the Amendment is acceptable..

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

MEMBER: Boone County, Missouri

CENTURYLINK COMMUNICATIONS, LLC

  
Authorized Signature

DocuSigned by:  
  
3F7E904B3EAD4BD  
Authorized Signature

Name typed or Printed  
DANIEL K. ANILL

Name typed or Printed  
Jacob Darfler


Title  
PRESIDING COMMISSIONER

Title  
Manager - offer Management

Date 12/6/16

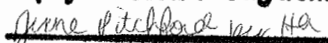
Date 11/22/2016

MICTA Member No:

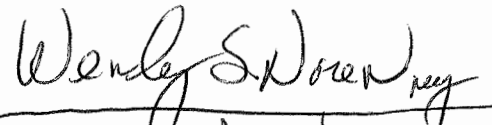
APPROVED AS  
TO LEGAL FORM  
  
DATE: 11-28-16

**CERTIFICATION:**

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

 11-27-16. No encumbrance required  
Auditor Date

ATTEST:

  
WENDY S. NOREN  
CLERK OF THE COUNTY COMMISSION

**AMENDMENT TO  
CENTURYLINK® LOYAL ADVANTAGE®  
MICTA MEMBER PARTICIPATION CONTRACT  
DOMESTIC NETWORK DIVERSITY® SERVICES EXHIBIT**

**1. General; Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink QCC will provide Domestic Network Diversity enhancements ("Service" or "Diversity") to underlying services in the continental United States under the terms of the Agreement, RSS, and this Service Exhibit.

"Card Diversity" means the secondary or diverse circuit that originates and/or terminates onto a separate card on the same device within the same CenturyLink POP as the primary circuit.

"Dedicated IP Access" means a special access local loop connection, from the Customer premises to an IP POP ("POP").

"Device Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate aggregation device (such as routers, switches) within the same IP POP as the primary service.

"ELA" or "Ethernet Local Access" means CenturyLink Provided Access using Ethernet over SONET technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1Gbps).

"IP POP" is a CenturyLink POP where IP edge routers are located on the CenturyLink Domestic Network and IQ Networking Service is available.

"IP POP Diversity" means the diverse circuit that originates and/or terminates in a physically separate IP POP from the primary circuit.

"CenturyLink POP" means a point of presence ("POP") on the CenturyLink Domestic Network.

"CenturyLink Domestic Network" means the CenturyLink operated facilities located within the 48 contiguous states that consist of transport POPs, physical media, switches, circuits, and/or ports that are operated solely by CenturyLink.

"Single Circuit Diversity" unless otherwise stated in this Service Exhibit, means an individual circuit on the CenturyLink Domestic Network that either: (a) is routed to, or; (b) avoids a specified geographic location along the circuit's path between the originating and terminating CenturyLink transport POP buildings, subject to availability.

"SLA" means the service level agreement specific to the Service, located at <http://www.centurylink.com/legal/>, which is subject to change.

"Special Access" means CenturyLink Provided Access using Digital Signal speeds DS-0, DS-1, and DS-3 or Optical Carrier signal speeds OC-3, OC-12, OC-48, and OC-192.

"Switch Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate CenturyLink switch from the primary circuit. Depending on available network facilities, the circuits may originate and/or terminate at the same or different CenturyLink POP.

"Transport Diversity" means two or more diversely related circuits that are independently routed on the CenturyLink Domestic Network transport systems between the originating and terminating CenturyLink POP buildings, subject to availability. At Customer's request and subject to availability, CenturyLink will provision diversely related Underlying Services from different CenturyLink POP buildings in the originating and/or terminating cities. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

"Underlying Service" means an approved CenturyLink service offering on the CenturyLink Domestic Network that also supports Diversity.

**2. Service.**

**2.1 Description.** Diversity is an enhanced routing option that routes an Underlying Service according to either: (a) a Customer-defined routing between two or more diversely related circuit(s); or (b) a predefined path that either routes to or avoids a specified geographic location on the circuit path ("Single Circuit Diversity") according to Customer's requirements, unless otherwise noted below; and (c) identifies and maintains the diversely routed circuit(s) in the CenturyLink provisioning systems, until the Service is cancelled. Diversity does not provide switching and/or routing of Customer's digital transmissions between primary and diversely routed circuits in the event of a failure on any one circuit or port. CenturyLink only offers protection switching, if any, inherent with the Underlying Services. The Diversity options described in this Service Exhibit are subject to availability and technical feasibility. The SLA is effective as of the first day of the second month after initial installation of Service. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. CenturyLink's Underlying Services include: Domestic Private Line Service, EPL, Optical Wavelength, IQ Networking Service (including Internet Ports, Private Ports, and Enhanced Ports), ATM Service, Frame Relay Service, Dedicated Domestic Outbound/Inbound Long Distance Service ("Long Distance"), and related Local Access Service. The Underlying Services will, except to the extent modified in this Service Exhibit, be offered pursuant to the terms and conditions of the Agreement, Service Exhibits, and/or RSS applicable to the Underlying Services.

**2.2 Diversity Configurations.** Diversity configurations vary based on the Underlying Service. See below for options, subject to available network facilities.

**(a) Domestic Private Line Diversity Service.** Domestic Private Line Diversity Service is offered at DS-1, DS-3, OC-3, OC-12, and OC-48 transmission rates. CenturyLink does not offer DS-0 and Fractional DS-1 Domestic Private Line Diversity Services. CenturyLink's routing of the diverse Domestic Private Line circuit(s) is based on the route of the designated working path of the NSP 245448

**AMENDMENT TO  
CENTURYLINK® LOYAL ADVANTAGE®  
MICTA MEMBER PARTICIPATION CONTRACT  
DOMESTIC NETWORK DIVERSITY® SERVICES EXHIBIT**

circuit(s). Domestic Private Line Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

**(b) EPL Diversity Service.** EPL Diversity Service is offered at 50 Mbps, 100 Mbps, 150 Mbps, 600 Mbps, and 1000 Mbps transmission rates. CenturyLink's routing of the diverse EPL circuit(s) is based on the route of the designated working path of the circuit(s). EPL Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

**(c) Optical Wavelength Diversity Service.** Optical Wavelength Diversity Service is offered as an unprotected point-to-point transmission path between an originating and terminating CenturyLink POP at 1 GbE, 2.5 Gbps and 10 Gbps transmission rates. Optical Wavelength Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

**(d) IQ Networking Diversity Service.** IQ Networking is offered at DS-1, IMA (2xDS-1 up to 8xDS-1s)\*, DS-3, OC-3, OC-12, and OC-48 transmission rates. IQ Networking Diversity Service is offered in the following configurations but not in combination: POP Diversity (Single Circuit or Primary and Diverse Circuit), Device Diversity, or Card Diversity. IQ Networking Single Circuit Diversity on the CenturyLink Domestic Network means a circuit that is routed to a specified IP POP. The secondary or diverse circuit cannot be used to load-balance Customer's traffic. The secondary or diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

**(e) ATM/Frame Relay Diversity Service.** ATM Diversity Service is offered at DS-1, IMA (2xDS-1 up to 8xDS-1s)\*, DS-3, OC-3, and OC-12 transmission rates and Frame Relay Diversity Service is offered at DS-1 and DS-3 transmission rates. ATM/Frame Relay Diversity is offered in the following configurations, but not in combination: POP Diversity, Switch Diversity or Card Diversity. The diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

**(f) Long Distance Diversity Service.** Long Distance Diversity Service is offered at DS-1, DS-3, OC-3, OC-12, and OC-48 transmission rates. The diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit. Long Distance Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity, Switch Diversity, or Card Diversity. Long Distance Single Circuit Diversity on the CenturyLink Domestic Network means a circuit that is routed to a specified CenturyLink voice switch.

**2.3 Local Access Diversity Service.** Local Access Diversity Service is an enhancement to Local Access that: (a) routes circuits based on Customer's reasonable routing requirements; and (b) identifies and maintains the Local Access circuits as diversely routed circuits in the CenturyLink provisioning systems. Local Access Diversity Service is offered with: (c) Special Access at DS-1, 2xDS-1 up to 8xDS-1\*, DS-3, OC-3, OC-12, and OC-48 transmission rates; or (d) ELA at bandwidths varying from 1 Mbps to 1000 Mbps (1Gbps) and may include CenturyLink ordering circuits utilizing alternate Central Offices or alternate Serving Wire Centers. CenturyLink does not have direct control of the routing, installation, maintenance, performance, etc. of the third party local access facilities ordered on behalf of the Customer.

**2.4 Ordering of Diversity Services.** Upon acceptance of an Order Form, CenturyLink will notify Customer of its target date for the delivery of each Service ("Customer Commit Due Date"). CenturyLink will use commercially reasonable efforts to install each Service on or before the Customer Commit Due Date, but the inability of CenturyLink to deliver Service by that date will not be a default under the Agreement.

**2.5 Service Conditions.**

**(a)** CenturyLink will not provide special construction as part of the Service. Any requests for special construction are handled on an individual case basis.

**(b)** Customer understands and agrees that CenturyLink has no visibility into the location of fiber strands, conduits, and other network facilities of other carriers and that CenturyLink will not attempt to identify and/or manage other carrier's facilities as part of the Service. Customer understands and agrees that Diversity is offered on On-Net facilities only. Furthermore, Customer understands and agrees that CenturyLink may rearrange (groom) Customer's circuits in accordance with standard CenturyLink network maintenance activities. If a CenturyLink-initiated network rearrangement removes the Customer's diversity, then CenturyLink will notify Customer to determine alternative Diversity solutions, if any.

**(c)** Customer may experience increased latency on diversely routed circuit(s) as a result of increased actual routing mileage.

**(d) Single Diverse Circuit Additional Mileage Charges.** If CenturyLink, in its sole discretion, determines that Customer's specified geographic routing criteria on a Single Circuit Diversity request results in excessive additional mileage, CenturyLink may charge Customer actual mileage charges on the Underlying Service.

**(e)** Customer acknowledges that diverse circuits must have traffic on them in order for CenturyLink to monitor connectivity.

**AMENDMENT TO  
CENTURYLINK® LOYAL ADVANTAGE®  
MICTA MEMBER PARTICIPATION CONTRACT  
DOMESTIC NETWORK DIVERSITY® SERVICES EXHIBIT**

**3. Term; Cancellation.** The term of this Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the termination of the last Service ordered under this Service Exhibit. Service will automatically terminate on the termination of the Underlying Service. In the event Customer cancels Diversity on an Underlying Service, Customer will pay for the Diversity provided through the effective date of the cancellation and all third party cancellation charges that apply.

**4. Charges.** Customer will pay all charges set forth in a valid quote sheet attached to the Order Form for Diversity or in a Pricing Attachment, in addition to the charges for the Underlying Services. If backhaul routing is required to complete Customer's Diversity order for IQ Networking (including Internet Ports, Private Ports, and Enhanced Ports) ATM Service, Frame Relay Service, or Long Distance, Customer will pay the backhaul charges for each diversely routed circuit and for IQ Networking service, the Backhaul Pricing Attachment will be attached to this Service Exhibit. Billing will begin once the circuit is available for testing or use by Customer with the Diversity activated or once Diversity has been added to an existing circuit. List rates will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount.

\* The DS-1s within an Nx bundle must all connect to the same POP.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

6th

day of December

20 16

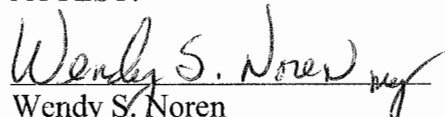
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 35-20JUL16 – Mental Health Purchase of Services Contracts to Compass Health, Inc. for the program Comprehensive Health Care Solutions for Central Missouri.

Terms of the bid award are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement for Purchase of Services, Comprehensive Health Care Solutions for Central Missouri.

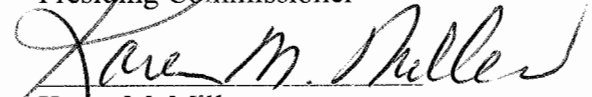
Done this 6th day of December, 2016.

ATTEST:

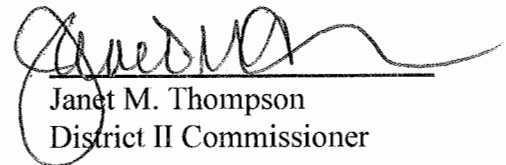
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner



550-2016

**RFP Opening:**

**35-20JUL16 - Mental Health Purchase of  
Service Contracts**

<b><u>OFFERORS</u></b>
Family Counseling Center of MO
Child Abuse & Neglect Emergency Shelter, Inc.
Missouri Re Entry Group, Inc.

**No Bids**

STI Technology Solutions, Inc.  
Naught-Naught Agency

556-2016



Boone County  
Community Health Fund Advisory Committee  
*Group Consensus Score Sheet*

**Organization Name:** Compass Health, Inc.

**Program Name:** Comprehensive Health Care Solutions for Central Missouri

<b>GROUP CONSENSUS SCORE SHEET</b>	
<b>ORGANIZATION CRITERIA</b>	
<b>Organization Profile Section</b>	
<b>Organization General (P = 3)</b> <ul style="list-style-type: none"> <li>• Relationship of mission and goals to proposed service(s)</li> <li>• History of providing proposed service(s) or similar service(s)</li> <li>• Number and qualifications of independent governing board members</li> <li>• Sufficient representation of Boone County residents on governing board</li> </ul>	<b>2.00</b>
<b>Comments:</b> Currently have a local advisory Board for Boone County.	
<b>Organization Financial (P = 3)</b> <ul style="list-style-type: none"> <li>• Financial Statement</li> <li>• Financial procedures regarding board oversight</li> <li>• Employee compensation levels</li> </ul>	<b>2.00</b>
<b>Comments:</b> Appropriate financial statement and employee compensation levels.	
	<b>Score</b>
<b>Total Group Score for Organization Profile (P = 6):</b>	<b>4.00</b>
<b>PROGRAM CRITERIA</b>	
<b>Program Budget Section</b>	
<b>Program Budget (P = 3)</b> <ul style="list-style-type: none"> <li>• Detailed budget narrative</li> <li>• Adequate overall program funding</li> <li>• Ratio of Boone County funding to other sources of funding</li> <li>• Correlation between personnel expenses and program personnel</li> </ul>	<b>3.00</b>
<b>Comments:</b> Gave thorough explanation that the Children's funding they are receiving will not go to this program. This program is specific to those not Medicaid eligible or do not have insurance.	
	<b>Score</b>
<b>Total Group Score for Program Budget Section (P = 3) x 2 for weighted value:</b>	<b>6.00</b>

<b>Program Overview Section</b>	
<b>Program Consumers (P = 3)</b> <ul style="list-style-type: none"> <li>• Use of valid and reliable data to describe the program consumers</li> <li>• Rationale for the target program consumers</li> <li>• Recognition of impediments or challenges in serving target program consumers</li> </ul>	<b>3.00</b>
<b>Comments:</b> Non traditional settings to serve the intended targets within 72 hours. Possibly partnership with refugee services and they are going to meet people in rural settings.	
<b>Statement of Issue Being Addressed(P = 3)</b> <ul style="list-style-type: none"> <li>• Relevancy of issue to be addressed to the issue(s) identified in RFP</li> <li>• Use of valid and reliable data to describe the issue</li> <li>• Use of valid and reliable data to describe the population affected by the issue</li> <li>• Use of valid and reliable data to describe the effect of the issue in Boone County</li> </ul>	<b>3.00</b>
<b>Comments:</b> This program offers to target uninsured and ties directly to community health assessment needs for this community.	
<b>Program Goal (P = 3)</b> <ul style="list-style-type: none"> <li>• Relevance of stated goal(s) to organization's goal(s), the issue(s) to be addressed, and program consumers.</li> </ul>	<b>3.00</b>
<b>Comments:</b> This ties back to the organizational goal and is pertinent to the goal of the RFP.	
<b>Program Description (P = 3)</b> <ul style="list-style-type: none"> <li>• Detail of overview of the proposed program</li> <li>• Description of where and when the program services will be offered</li> <li>• Relevance of program services to the issue identified in the RFP</li> <li>• Description of consumer access to program (eligibility, fees, etc.)</li> <li>• Program uses best practices that are evidence-based</li> </ul>	<b>3.00</b>
<b>Comments:</b> Appropriately priced per unit. Would connect qualifying participants to services.	
<b>Program Personnel (P = 3)</b> <ul style="list-style-type: none"> <li>• Program personnel qualifications appropriate to deliver proposed services</li> <li>• Program staffing levels adequate to provide proposed services</li> <li>• Program personnel compensation levels reasonable</li> </ul>	<b>2.00</b>
<b>Comments:</b> Appropriate for licensed and trained professionals.	
<b>Program Fee (P = 3)</b> <ul style="list-style-type: none"> <li>• Description and justification of the fee for services</li> </ul>	<b>2.00</b>
<b>Comments:</b> Appropriate. Copy of sliding scale would be requested.	

<b>Program Service Levels (P = 3)</b> <ul style="list-style-type: none"> <li>• Number of people to be served</li> <li>• Cost per individual served</li> </ul>	2.00
<b>Comments:</b> Appropriate.	
<b>Program Service Need (P = 3)</b> <ul style="list-style-type: none"> <li>• Clear statement of service need in Boone County</li> <li>• Identification of other organizations providing the proposed program services</li> <li>• Description of how this program is not duplicative of other programs in Boone County</li> </ul>	2.00
<b>Comments:</b> This program would directly address the needs identified by the Community Health Needs Assessment.	
<b>Funding Request Justification (P = 3)</b> <ul style="list-style-type: none"> <li>• Justification for level of funding from Boone County</li> <li>• Basis for funding request from Boone County</li> </ul>	2.00
<b>Comments:</b> The funds awarded would only be utilized after all other funding streams have been exhausted. The program will see if clients qualify for other resources available.	
<b>Reference List (citations) (P = 3)</b> <ul style="list-style-type: none"> <li>• Adherence to required citation methodology</li> <li>• Reference sources are valid and reliable</li> </ul>	1.00
<b>Comments:</b> Minimal.	
	<b>Score</b>
<b>Total Group Score for Program Overview Section (P = 30):</b>	<b>23.00</b>
<b>Program Service Section (POS only)</b>	
<b>Program Service (P = 3)</b> <ul style="list-style-type: none"> <li>• Unit of service rate(s) (cost) tied to an established public funding unit rate</li> <li>• Total number of units of service(s)</li> <li>• Average units of service per individual</li> </ul>	2.00
<b>Comments:</b> Four services in all. Unit rates, and total number of units served were appropriate.	
	<b>Score</b>
<b>Total Group Score for Program Service Section (P = 3) x 5 for weighted value:</b>	<b>10.00</b>
<b>Program Consumer Demographics Section</b>	
<b>Program Consumer Demographics (P = 3)</b> <ul style="list-style-type: none"> <li>• Reflects target program consumers description</li> </ul>	2.00
<b>Comments:</b> Appropriate for the intended scope identified for this program.	

	<b>Score</b>
<b>Total Group Score for Program Consumer Demographics Section (P = 3) :</b>	<b>2.00</b>
<b>Program Performance Measures Section</b>	
<b>Performance Measures (P = 3)</b> <ul style="list-style-type: none"> <li>• Relationship of outcome(s) to program goal(s) and issue identified in RFP</li> <li>• Relativity and feasibility of outcome indicator(s)</li> <li>• Relativity, validity, and reliability of the method(s) of measurement</li> </ul>	<b>3.00</b>
<b>Comments:</b> Focused on individual improvements and outcomes and showed how this would be measured.	
	<b>Score</b>
<b>Total Group Score for Program Performance Measures Section (P = 3) x 10 for weighted value:</b>	<b>30.00</b>
<b>Overall Comments (P = 0-10 Extra Points)</b>	
<p><b>Clarity and Accuracy of Proposal:</b> Information submitted is clear, accurate, concise, and written in correct style.</p> <p><b>Responsiveness:</b> The proposal is responsive to the Project Information and Requirements as stated in the RFP (e.g. meaningful program services, organization meets minimum eligibility requirements, organization is qualified to provide proposed services.)</p> <p><b>Priority:</b> Does the proposal address community health needs, specifically through the provision of mental health services, and clearly demonstrate an impact on need(s)/population(s) identified by one or more of the following resources:</p> <ul style="list-style-type: none"> <li>• Boone Hospital's Community Health Needs Assessment</li> <li>• County Health Rankings (Boone)</li> <li>• Columbia/Boone County Community Health Assessment</li> <li>• Community Input Report created for Boone County Children's Services Board</li> </ul>	
	<b>Score</b>
<b>Total Group Score for Overall Comments (P = 10):</b>	<b>8.00</b>
<b>Comments:</b>	
<b>Matching Funds (P = 0-10 Extra Points)</b>	
<p>Degree to which the project proposal response describes other funding sources for the procurement of services to maximize the ability to reach and serve children, youth, and families in Boone County. Please review the entire proposal and specifically the Budget Narrative before scoring. Some questions to consider: Does the matching funds involve a partnership with another funding source? Do the matching funds create a greater amount of resources to serve children, youth, and families?</p>	
	<b>Score</b>
<b>Total Group Score for Matching Funds (P = 10):</b>	<b>0.00</b>
<b>Comments:</b>	

<b>Collaboration (P = 0-15 Extra Points)</b>	
<p><b>Definition of "Collaboration":</b> Longer term interaction based on shared mission, goals; shared decision-makers and resources.</p> <p>Degree to which the project is coordinated with existing community resources. Organizations may be awarded extra points based on how well they demonstrate substantive and ongoing collaboration with other agencies. Some questions to consider: Does the collaboration go beyond a referral system? Does the collaboration have the potential to enhance consumer outcomes that without the collaboration would not likely occur?</p>	
	<b>Score</b>
<b>Total Group Consensus for Collaboration (P = 15):</b>	<b>10.00</b>
<p><b>Comments:</b> ER, Rural settings, meeting consumers where they are. Targeting uninsured. Ties directly to community health assessment.</p>	

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Boone County  
Community Health Fund Advisory Committee  
Overall Score Sheet

Organization Name: Compass Health

Program Name: Comprehensive Health Care Solutions for Central Missouri

<b>OVERALL SCORE SHEET</b>		
	<b>Total Possible Score</b>	<b>Group Score</b>
<b>Organization Profile Section</b>	6.00	4.00
<b>Program Budget Section</b>	6.00	6.00
<b>Program Overview Section</b>	30.00	23.00
<b>Program Service Section (POS Only)</b>	15.00	10.00
<b>Program Consumer Demographics Section</b>	3.00	2.00
<b>Program Performance Measures Section</b>	30.00	30.00
<b>Overall Comments</b>	10.00	8.00
<b>Matching Funds</b>	10.00	0.00
<b>Collaboration</b>	15.00	10.00
<b><i>Final Score:</i></b>	<b>125.00</b>	<b>93.00</b>

These documents, Group Score Sheet and Overall Score Sheet, are reflective of the scoring and evaluation process completed by the evaluators.

### Signature of Evaluators

*Stephanie K Browning*  
Signature: \_\_\_\_\_ Date: 11-21-16

*Linda Cooperstock*  
Signature: \_\_\_\_\_ Date: 11/22/16

*AMH*  
Signature: \_\_\_\_\_ Date: 11/22/16

*Jaredman*  
Signature: \_\_\_\_\_ Date: 11/22/16

*Deborah Stearns*  
Signature: \_\_\_\_\_ Date: 11/23/16

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_





Boone County  
Community Health Fund Advisory Committee  
Group Consensus Score Sheet

**Organization Name:** Rainbow House

**Program Name:** Rainbow House CAC Outpatient Therapy Program

<b>GROUP CONSENSUS SCORE SHEET</b>	
<b>ORGANIZATION CRITERIA</b>	
<b>Organization Profile Section</b>	
<b>Organization General (P = 3)</b> <ul style="list-style-type: none"> <li>• Relationship of mission and goals to proposed service(s)</li> <li>• History of providing proposed service(s) or similar service(s)</li> <li>• Number and qualifications of independent governing board members</li> <li>• Sufficient representation of Boone County residents on governing board</li> </ul>	<b>2.00</b>
<b>Comments:</b> Proposal is in line with their mission and the Board is balanced. The remaining information was completed.	
<b>Organization Financial (P = 3)</b> <ul style="list-style-type: none"> <li>• Financial Statement</li> <li>• Financial procedures regarding board oversight</li> <li>• Employee compensation levels</li> </ul>	<b>2.00</b>
<b>Comments:</b> Top five employee salaries were listed and are typical for non profit salaries.	
<b>Score</b>	
<b>Total Group Score for Organization Profile (P = 6):</b>	<b>4.00</b>
<b>PROGRAM CRITERIA</b>	
<b>Program Budget Section</b>	
<b>Program Budget (P = 3)</b> <ul style="list-style-type: none"> <li>• Detailed budget narrative</li> <li>• Adequate overall program funding</li> <li>• Ratio of Boone County funding to other sources of funding</li> <li>• Correlation between personnel expenses and program personnel</li> </ul>	<b>1.00</b>
<b>Comments:</b> This is a time intensive service so the cost isn't surprising however it takes a large amount of CHF available funding. *Partial funding is discussed further at this time. Providers have not yet received training for these services. There are other funded programs providing some of these resources and why couldn't this be more of a collaborative effort? Instead of starting therapy from the ground up could they work with another agency?	
<b>Score</b>	

550-2016

Total Group Score for Program Budget Section (P = 3) x 2 for weighted value:	2.00
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<b>Program Overview Section</b>	
<b>Program Consumers (P = 3)</b> <ul style="list-style-type: none"> <li>• Use of valid and reliable data to describe the program consumers</li> <li>• Rationale for the target program consumers</li> <li>• Recognition of impediments or challenges in serving target program consumers</li> </ul>	<b>2.00</b>
<b>Comments:</b> Average for the proposed program.	
<b>Statement of Issue Being Addressed(P = 3)</b> <ul style="list-style-type: none"> <li>• Relevancy of issue to be addressed to the issue(s) identified in RFP</li> <li>• Use of valid and reliable data to describe the issue</li> <li>• Use of valid and reliable data to describe the population affected by the issue</li> <li>• Use of valid and reliable data to describe the effect of the issue in Boone County</li> </ul>	<b>1.00</b>
<b>Comments:</b> They weren't inclusive of issues in Boone county, only in house.	
<b>Program Goal (P = 3)</b> <ul style="list-style-type: none"> <li>• Relevance of stated goal(s) to organization's goal(s), the issue(s) to be addressed, and program consumers.</li> </ul>	<b>1.00</b>
<b>Comments:</b> There is no specific goal only description of program.	
<b>Program Description (P = 3)</b> <ul style="list-style-type: none"> <li>• Detail of overview of the proposed program</li> <li>• Description of where and when the program services will be offered</li> <li>• Relevance of program services to the issue identified in the RFP</li> <li>• Description of consumer access to program (eligibility, fees, etc.)</li> <li>• Program uses best practices that are evidence-based</li> </ul>	<b>1.00</b>
<b>Comments:</b> No mention of Medicaid potential billing. They only referred to resources that weren't financially available to those that need it most.	
<b>Program Personnel (P = 3)</b> <ul style="list-style-type: none"> <li>• Program personnel qualifications appropriate to deliver proposed services</li> <li>• Program staffing levels adequate to provide proposed services</li> <li>• Program personnel compensation levels reasonable</li> </ul>	<b>1.00</b>
<b>Comments:</b> None of the staff are currently trained. This is a new service from Rainbow House. Requested funds seem appropriate for the positions. The math doesn't add up throughout the proposal, however.	
<b>Program Fee (P = 3)</b> <ul style="list-style-type: none"> <li>• Description and justification of the fee for services</li> </ul>	<b>1.00</b>
<b>Comments:</b> It's not well understood by CHF Board.	

<b>Program Service Levels (P = 3)</b> <ul style="list-style-type: none"> <li>• Number of people to be served</li> <li>• Cost per individual served</li> </ul>	2.00
<b>Comments:</b> Appropriate for the level of services provided.	
<b>Program Service Need (P = 3)</b> <ul style="list-style-type: none"> <li>• Clear statement of service need in Boone County</li> <li>• Identification of other organizations providing the proposed program services</li> <li>• Description of how this program is not duplicative of other programs in Boone County</li> </ul>	1.00
<b>Comments:</b> They didn't include other providers in Boone County that are providing these services and there are a few already established.	
<b>Funding Request Justification (P = 3)</b> <ul style="list-style-type: none"> <li>• Justification for level of funding from Boone County</li> <li>• Basis for funding request from Boone County</li> </ul>	1.00
<b>Comments:</b> What is insurance unbillable from rainbow house?	
<b>Reference List (citations) (P = 3)</b> <ul style="list-style-type: none"> <li>• Adherence to required citation methodology</li> <li>• Reference sources are valid and reliable</li> </ul>	2.00
<b>Comments:</b> Appropriate for the level of services provided.	
	<b>Score</b>
<b>Total Group Score for Program Overview Section (P = 30):</b>	
	<b>13.00</b>
<b>Program Service Section (POS only)</b>	
<b>Program Service (P = 3)</b> <ul style="list-style-type: none"> <li>• Unit of service rate(s) (cost) tied to an established public funding unit rate</li> <li>• Total number of units of service(s)</li> <li>• Average units of service per individual</li> </ul>	1.00
<b>Comments:</b> The proposed unit rate is higher than average of other funded agencies. The average units of services per individuals are appropriate. Again, the math doesn't add up correctly with the program. These rates are based off of St. Louis county rates.	
	<b>Score</b>
<b>Total Group Score for Program Service Section (P = 3) x 5 for weighted value:</b>	
	<b>5.00</b>
<b>Program Consumer Demographics Section</b>	
<b>Program Consumer Demographics (P = 3)</b> <ul style="list-style-type: none"> <li>• Reflects target program consumers description</li> </ul>	2.00
<b>Comments:</b> Representative of their intended scope.	

	<b>Score</b>
<b>Total Group Score for Program Consumer Demographics Section (P = 3) :</b>	<b>2.00</b>
<b>Program Performance Measures Section</b>	
<b>Performance Measures (P = 3)</b> <ul style="list-style-type: none"> <li>• Relationship of outcome(s) to program goal(s) and issue identified in RFP</li> <li>• Relativity and feasibility of outcome indicator(s)</li> <li>• Relativity, validity, and reliability of the method(s) of measurement</li> </ul>	<b>1.00</b>
<b>Comments:</b> How are they going to decrease symptoms? More detail and measures need to be provided for outcomes.	
	<b>Score</b>
<b>Total Group Score for Program Performance Measures Section (P = 3) x 10 for weighted value:</b>	<b>10.00</b>
<b>Overall Comments (P = 0-10 Extra Points)</b>	
<p><b>Clarity and Accuracy of Proposal:</b> Information submitted is clear, accurate, concise, and written in correct style.</p> <p><b>Responsiveness:</b> The proposal is responsive to the Project Information and Requirements as stated in the RFP (e.g. meaningful program services, organization meets minimum eligibility requirements, organization is qualified to provide proposed services.)</p> <p><b>Priority:</b> Does the proposal address community health needs, specifically through the provision of mental health services, and clearly demonstrate an impact on need(s)/population(s) identified by one or more of the following resources:</p> <ul style="list-style-type: none"> <li>• Boone Hospital's Community Health Needs Assessment</li> <li>• County Health Rankings (Boone)</li> <li>• Columbia/Boone County Community Health Assessment</li> <li>• Community Input Report created for Boone County Children's Services Board</li> </ul>	
	<b>Score</b>
<b>Total Group Score for Overall Comments (P = 10):</b>	<b>3.00</b>
<b>Comments:</b> Is responsive and does address the need for these services, however more detail with how to achieve this outcomes is required.	
<b>Matching Funds (P = 0-10 Extra Points)</b>	
Degree to which the project proposal response describes other funding sources for the procurement of services to maximize the ability to reach and serve children, youth, and families in Boone County. Please review the entire proposal and specifically the Budget Narrative before scoring. Some questions to consider: Does the matching funds involve a partnership with another funding source? Do the matching funds create a greater amount of resources to serve children, youth, and families?	
	<b>Score</b>
<b>Total Group Score for Matching Funds (P = 10):</b>	<b>0.00</b>
<b>Comments:</b>	

<b>Collaboration (P = 0-15 Extra Points)</b>	
--	--

<p><b>Definition of "Collaboration":</b> Longer term interaction based on shared mission, goals; shared decision-makers and resources.</p>	
--	--

<p>Degree to which the project is coordinated with existing community resources. Organizations may be awarded extra points based on how well they demonstrate substantive and ongoing collaboration with other agencies. Some questions to consider: Does the collaboration go beyond a referral system? Does the collaboration have the potential to enhance consumer outcomes that without the collaboration would not likely occur?</p>	
--	--

	<b>Score</b>
<b>Total Group Consensus for Collaboration (P = 15):</b>	<b>0.00</b>

<p><b>Comments:</b> There are many avenues within Boone County for a collaborative effort.</p>
--

550-2016



Boone County  
Community Health Fund Advisory Committee  
Overall Score Sheet

Organization Name: Rainbow House

Program Name: Rainbow House CAC Outpatient Therapy Program

<b>OVERALL SCORE SHEET</b>		
	<b>Total Possible Score</b>	<b>Group Score</b>
<b>Organization Profile Section</b>	6.00	4.00
<b>Program Budget Section</b>	6.00	2.00
<b>Program Overview Section</b>	30.00	13.00
<b>Program Service Section (POS Only)</b>	15.00	5.00
<b>Program Consumer Demographics Section</b>	3.00	2.00
<b>Program Performance Measures Section</b>	30.00	10.00
<b>Overall Comments</b>	10.00	3.00
<b>Matching Funds</b>	10.00	0.00
<b>Collaboration</b>	15.00	0.00
<b><i>Final Score:</i></b>	<b>125.00</b>	<b>39.00</b>

These documents, Group Score Sheet and Overall Score Sheet, are reflective of the scoring and evaluation process completed by the evaluators.

### Signature of Evaluators

*Stephane K Browning* 11/21/16  
Signature Date

*Linda Cooper Strub* 11/22/16  
Signature Date

*M. H. Fuchs* 11/22/16  
Signature Date

*J. M. ...* 11/22/16  
Signature Date

*Barbara Brewer* 11/23/16  
Signature Date

Signature Date

Signature Date

Signature Date

Signature Date



550-2016



Boone County  
Community Health Fund Advisory Committee  
Overall Score Sheet

Organization Name: Missouri Re-Entry Group, Inc.

Program Name: Intensive Case Management and Peer Support Program

<b>OVERALL SCORE SHEET</b>		
	<b>Total Possible Score</b>	<b>Group Score</b>
<b>Organization Profile Section</b>	6.00	2.00
<b>Program Budget Section</b>	6.00	4.00
<b>Program Overview Section</b>	30.00	15.00
<b>Program Service Section (POS Only)</b>	15.00	5.00
<b>Program Consumer Demographics Section</b>	3.00	2.00
<b>Program Performance Measures Section</b>	30.00	10.00
<b>Overall Comments</b>	10.00	5.00
<b>Matching Funds</b>	10.00	0.00
<b>Collaboration</b>	15.00	1.00
<b><i>Final Score:</i></b>	<b>125.00</b>	<b>44.00</b>

These documents, Group Score Sheet and Overall Score Sheet, are reflective of the scoring and evaluation process completed by the evaluators.

### Signature of Evaluators

*Stephanie K Browning* 11/21/16  
Signature Date

*Linda Cospudsch* 11/22/16  
Signature Date

*M. M. Hulse* 11/22/16  
Signature Date

*J. J. J. J.* 11/22/16  
Signature Date

*Barbara H. Haver* 11/23/16  
Signature Date

Signature Date

Signature Date

Signature Date

Signature Date



Boone County  
Community Health Fund Advisory Committee  
Group Consensus Score Sheet

**Organization Name:** Missouri Re-Entry Group, Inc.

**Program Name:** Intensive Case Management and Peer Support Program

<b>GROUP CONSENSUS SCORE SHEET</b>	
<b>ORGANIZATION CRITERIA</b>	
<b>Organization Profile Section</b>	
<b>Organization General (P = 3)</b> <ul style="list-style-type: none"> <li>• Relationship of mission and goals to proposed service(s)</li> <li>• History of providing proposed service(s) or similar service(s)</li> <li>• Number and qualifications of independent governing board members</li> <li>• Sufficient representation of Boone County residents on governing board</li> </ul>	<b>1.00</b>
<b>Comments:</b> This is a newly incorporated program and there is limited history. This isn't a Board, yet, at this time.	
<b>Organization Financial (P = 3)</b> <ul style="list-style-type: none"> <li>• Financial Statement</li> <li>• Financial procedures regarding board oversight</li> <li>• Employee compensation levels</li> </ul>	<b>1.00</b>
<b>Comments:</b> There isn't a financial statement and there is only one employee claiming wages less than \$4,000 annually.	
	<b>Score</b>
<b>Total Group Score for Organization Profile (P = 6):</b>	<b>2.00</b>
<b>PROGRAM CRITERIA</b>	
<b>Program Budget Section</b>	
<b>Program Budget (P = 3)</b> <ul style="list-style-type: none"> <li>• Detailed budget narrative</li> <li>• Adequate overall program funding</li> <li>• Ratio of Boone County funding to other sources of funding</li> <li>• Correlation between personnel expenses and program personnel</li> </ul>	<b>2.00</b>
<b>Comments:</b> Appropriate, consistent. Community Health dollars would be the primary source of funding. The funding awarded would be used as a spring board to other funding streams. They should explore other agencies that can help with education.	
	<b>Score</b>
<b>Total Group Score for Program Budget Section (P = 3) x 2 for weighted value:</b>	<b>4.00</b>

<b>Program Overview Section</b>	
<b>Program Consumers (P = 3)</b> <ul style="list-style-type: none"> <li>• Use of valid and reliable data to describe the program consumers</li> <li>• Rationale for the target program consumers</li> <li>• Recognition of impediments or challenges in serving target program consumers</li> </ul>	<b>2.00</b>
<b>Comments:</b> Referrals are received from many sources: corrections, judges, mental health providers.	
<b>Statement of Issue Being Addressed(P = 3)</b> <ul style="list-style-type: none"> <li>• Relevancy of issue to be addressed to the issue(s) identified in RFP</li> <li>• Use of valid and reliable data to describe the issue</li> <li>• Use of valid and reliable data to describe the population affected by the issue</li> <li>• Use of valid and reliable data to describe the effect of the issue in Boone County</li> </ul>	<b>1.00</b>
<b>Comments:</b> There wasn't evidence or data provided.	
<b>Program Goal (P = 3)</b> <ul style="list-style-type: none"> <li>• Relevance of stated goal(s) to organization's goal(s), the issue(s) to be addressed, and program consumers.</li> </ul>	<b>2.00</b>
<b>Comments:</b> Consistent with the organization goal. The goal is to reduce recidivism.	
<b>Program Description (P = 3)</b> <ul style="list-style-type: none"> <li>• Detail of overview of the proposed program</li> <li>• Description of where and when the program services will be offered</li> <li>• Relevance of program services to the issue identified in the RFP</li> <li>• Description of consumer access to program (eligibility, fees, etc.)</li> <li>• Program uses best practices that are evidence-based</li> </ul>	<b>2.00</b>
<b>Comments:</b> Currently operates out of Turning Point, does not have designated office. Where are confidential records going to be stored? He is aware this needs to be finalized appropriately. Good description, lots of stages and specifics.	
<b>Program Personnel (P = 3)</b> <ul style="list-style-type: none"> <li>• Program personnel qualifications appropriate to deliver proposed services</li> <li>• Program staffing levels adequate to provide proposed services</li> <li>• Program personnel compensation levels reasonable</li> </ul>	<b>1.00</b>
<b>Comments:</b> These are to be hired. This is not feasible for the organization at this point.	
<b>Program Fee (P = 3)</b> <ul style="list-style-type: none"> <li>• Description and justification of the fee for services</li> </ul>	<b>2.00</b>
<b>Comments:</b>	

<b>Program Service Levels (P = 3)</b> <ul style="list-style-type: none"> <li>• Number of people to be served</li> <li>• Cost per individual served</li> </ul>	<b>1.00</b>
<b>Comments:</b> \$8,000 per person served is considerably high for services.	
<b>Program Service Need (P = 3)</b> <ul style="list-style-type: none"> <li>• Clear statement of service need in Boone County</li> <li>• Identification of other organizations providing the proposed program services</li> <li>• Description of how this program is not duplicative of other programs in Boone County</li> </ul>	<b>2.00</b>
<b>Comments:</b> Another local agency has the staff qualification however do not provide these services in Boone County. This program is attempting to fill the need.	
<b>Funding Request Justification (P = 3)</b> <ul style="list-style-type: none"> <li>• Justification for level of funding from Boone County</li> <li>• Basis for funding request from Boone County</li> </ul>	<b>1.00</b>
<b>Comments:</b> Not specific.	
<b>Reference List (citations) (P = 3)</b> <ul style="list-style-type: none"> <li>• Adherence to required citation methodology</li> <li>• Reference sources are valid and reliable</li> </ul>	<b>1.00</b>
<b>Comments:</b> Not specific.	
	<b>Score</b>
<b>Total Group Score for Program Overview Section (P = 30):</b>	<b>15.00</b>
<b>Program Service Section (POS only)</b>	
<b>Program Service (P = 3)</b> <ul style="list-style-type: none"> <li>• Unit of service rate(s) (cost) tied to an established public funding unit rate</li> <li>• Total number of units of service(s)</li> <li>• Average units of service per individual</li> </ul>	<b>1.00</b>
<b>Comments:</b> This lacks description. Going forward this section would need much more specific information that is lacking at this time.	
	<b>Score</b>
<b>Total Group Score for Program Service Section (P = 3) x 5 for weighted value:</b>	<b>5.00</b>
<b>Program Consumer Demographics Section</b>	
<b>Program Consumer Demographics (P = 3)</b> <ul style="list-style-type: none"> <li>• Reflects target program consumers description</li> </ul>	<b>2.00</b>
<b>Comments:</b> Reflective of the consumers to be served.	

	Score
Total Group Score for Program Consumer Demographics Section (P = 3):	2.00
<b>Program Performance Measures Section</b>	
<b>Performance Measures (P = 3)</b> <ul style="list-style-type: none"> <li>Relationship of outcome(s) to program goal(s) and issue identified in RFP</li> <li>Relativity and feasibility of outcome indicator(s)</li> <li>Relativity, validity, and reliability of the method(s) of measurement</li> </ul>	1.00
<b>Comments:</b> Outcomes need to be identified.	
	Score
Total Group Score for Program Performance Measures Section (P = 3) x 10 for weighted value:	10.00
<b>Overall Comments (P = 0-10 Extra Points)</b>	
<p><b>Clarity and Accuracy of Proposal:</b> Information submitted is clear, accurate, concise, and written in correct style.</p> <p><b>Responsiveness:</b> The proposal is responsive to the Project Information and Requirements as stated in the RFP (e.g. meaningful program services, organization meets minimum eligibility requirements, organization is qualified to provide proposed services.)</p> <p><b>Priority:</b> Does the proposal address community health needs, specifically through the provision of mental health services, and clearly demonstrate an impact on need(s)/population(s) identified by one or more of the following resources:</p> <ul style="list-style-type: none"> <li>Boone Hospital's Community Health Needs Assessment</li> <li>County Health Rankings (Boone)</li> <li>Columbia/Boone County Community Health Assessment</li> <li>Community Input Report created for Boone County Children's Services Board</li> </ul>	
	Score
Total Group Score for Overall Comments (P = 10):	5.00
<b>Comments:</b> Peer to Peer specialists for re-entry is a need in Boone County; however, there isn't any other sources for funding for these services. This is such a new program and at this time it does not seem like a sustainable program to fund.	
<b>Matching Funds (P = 0-10 Extra Points)</b>	
Degree to which the project proposal response describes other funding sources for the procurement of services to maximize the ability to reach and serve children, youth, and families in Boone County. Please review the entire proposal and specifically the Budget Narrative before scoring. Some questions to consider: Does the matching funds involve a partnership with another funding source? Do the matching funds create a greater amount of resources to serve children, youth, and families?	
	Score
Total Group Score for Matching Funds (P = 10):	0.00

<b>Collaboration (P = 0-15 Extra Points)</b>	
<p><b>Definition of "Collaboration":</b> Longer term interaction based on shared mission, goals; shared decision-makers and resources.</p> <p>Degree to which the project is coordinated with existing community resources. Organizations may be awarded extra points based on how well they demonstrate substantive and ongoing collaboration with other agencies. Some questions to consider: Does the collaboration go beyond a referral system? Does the collaboration have the potential to enhance consumer outcomes that without the collaboration would not likely occur?</p>	
	<b>Score</b>
<b>Total Group Consensus for Collaboration (P = 15):</b>	<b>1.00</b>
<p><b>Comments:</b> There are ways for referrals to be received but minimal.</p>	



## AGREEMENT FOR PURCHASE OF SERVICES Comprehensive Health Care Solutions for Central Missouri

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**THIS AGREEMENT** dated the 6th day of December, 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, hereinafter called "County", and **Compass Health, Inc.**, a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as Provider.

**WHEREAS**, as part of an amendment to the lease agreement dated December 27, 2006, between Boone County Hospital and Barnes Jewish Christian, the County of Boone receives \$500,000 annually for the purposes of addressing community health needs, as determined by the Boone County Commission.

**WHEREAS**, the County desires to support the greatest possible level of independence and self-sufficiency of Boone County residents by promoting their physical, mental, and social well-being to cultivate a safe and healthy community.

**WHEREAS**, the Provider has submitted a complete Request for Funding Proposal Application to the County detailing the services and other supports to be provided along with the expected cost to Provider thereof; and

**WHEREAS**, the County has approved the Request for Funding Proposal in whole or in part as hereinafter set forth,

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

### **FUNDING ALLOCATION FOR SERVICES RENDERED BY Provider**

Provider is expected to the greatest extent possible to maximize funding from all other sources. Provider shall periodically, upon request, furnish to the County information as to its efforts to obtain such other sources of funding. Provider shall only request reimbursement for services not reimbursable by any other source. Provider shall not invoice the County for units of service invoiced to another funding source. Provider shall provide documentation and assurance to the County that requests for reimbursement from the Community Health Fund is not a duplication of reimbursement from any other source of funding.



1. **Contract Documents.** This agreement shall consist of the Request for Proposal #35-20JUN16 (Purchase of Services) and Provider's response to the County of Boone's Request for Proposal, Requests for Clarification, responses to Requests for Clarification, Requests for Additional Information, and Best and Final Offer Responses. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over the Provider's Proposal, Requests for Clarification, responses to Requests for Clarification, Requests for Additional Information, and Best and Final Offer Responses.

2. **Purchase.** The County agrees to purchase from the Provider and the Provider agrees to furnish **Comprehensive Health Care Solutions** for Boone County residents, as described and in compliance with the original Request for Proposal and as presented in the Provider's response. Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$211,218.20.00** unless compensation for specific identified additional services is authorized and approved by County in writing in advance of rendition of such services for which additional compensation is requested.

3. **Contract Duration.** This agreement shall commence on January 1, 2017 and extend through December 31, 2017 subject to the provisions for termination specified below. This contract may at the sole discretion of the County and with the agreement of Provider be renewed for an additional one (1) one-year period. Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this agreement.

4. **Billing and Payment.** For the Purchase of Service (POS) Contract, the unit costs for services are the mutually agreed upon rates as follows:

Service Description	Unit Measurement	Unit Rate	Proposed # of Units	Total Amount Requested
Mental Health Counseling - Individual	1 hour	\$63.90	750	\$47,925
Mental Health Counseling - Family	1 hour	\$43.60	125	\$5,450
Psychiatric Services	15 minutes	\$40.10	768	\$30,796.80
Comprehensive Health Care Delivery (Onsite Assessment/Evaluation/Brief Clinical Intervention/Care Coordination)	1 hour	\$30.54	4160	\$127,046.40

All billing shall be invoiced to County monthly by the 10<sup>th</sup> of the month following the month for which services were provided. The County agrees to pay all monthly statements

within thirty days of receipt of a correct and valid invoice/monthly statement. 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 Provider, 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. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the County. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the County shall have no obligation to continue payment.

#### **REPORTING, MONITORING, AND MODIFICATION**

6. **Reporting.** The County shall utilize the Request for Funding Proposal Application and the Requests for Clarification, responses to Requests for Clarification, Requests for Additional Information, and Best and Final Offer Response, as submitted by Provider to monitor service delivery and program expenditures. Provider agrees to submit to the County an Interim Report by July 31, 2017 for the period beginning with the date of contract execution to June 30, 2016 and a Year End Final Report by January 31, 2018, for the period of the term of the contract. Variations on this date may be requested by Provider and, if so stipulated, are noted on this contract document. Payments may be withheld from Provider if reports designated here are not submitted on time, until such time as the reports are filed and approved. Reporting requirements will include but are not limited to information regarding organization's outcomes and indicators, client demographic information, and other information and data deemed appropriate by the County. Provider agrees to submit its reports through the Apricot by Social Solutions funding management system or another format if requested.

7. **Audits.** Provider also agrees to make available to the County a copy of its annual audit within four months after the close of Provider's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the County requires that the management report of any audit as it relates to County program activities be made available to County as part of the required audit. Payment may be withheld from Provider, if reports designated here are not made available upon request. Audits shall be uploaded to the Organization Profile in the Apricot System and continually kept up to date.

8. **Monitoring.** Provider agrees to permit the County, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the County to monitor, survey and inspect Provider's services, activities, programs and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, Provider hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the County or its designee(s) all records, facilities

and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of Community Health Funds and all other matters set forth in the contract.

9. **Modification or Amendment.** In the event Provider requests to make any change, modification, or an amendment to funded services, one-time items, activities and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the County Commission for approval. A board resolution from Provider may be required with the request.

#### OTHER TERMS OF THIS CONTRACT

10. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Community Health Fund shall be investigated in accordance with Provider's policies and procedures and in accordance with any local/state/federal regulations. Provider agrees to notify the County through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the County of any substantiated allegations. Provider must comply with Missouri law regarding confidentiality of client records.

11. **Discrimination.** Provider will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, County or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

12. **Community Health Fund to be used for Services Provided.** Provider agrees that the Community Health Funds shall be used exclusively for the services provided to address community health needs and for administrative costs directly related to Provider's provision of such services.

13. **Accreditation/Licensure/Certifications.** All organizations must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

14. **Conflict of Interest.** Provider agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and Provider, and this shall include any transaction in which Provider is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

15. **Subcontracts.** Provider may enter into subcontracts for components of the contracted service as Provider deems necessary within the terms of the contract. All such subcontracts require the written approval of the County or their designated representative. In

performing all services under the resulting contract agreement, the Provider shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

16. **Employment of Unauthorized Aliens Prohibited.** Provider agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall require each subcontractor to affirmatively state in its Agreement with the Provider that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Provider a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

17. **Litigation.** Provider agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Provider or any individual acting on the Provider's behalf, including subcontractors, which seek to enjoin or prohibit Provider from entering into this contract agreement of performing its obligations under this agreement.

18. **Board Ownership.** If Provider ceases to be funded by the County or ceases to provide programs and services to address community health needs pursuant to this contract, all capital equipment, materials, and buildings purchased with Community Health Funds shall be returned to Boone County unless so otherwise approved by a majority vote of the County. In addition, if Provider no longer uses capital equipment, materials, or buildings purchased with Community Health Funds for its original intent, Provider will need County approval to re-direct the use of such.

19. **Failure to Perform/Default.** In the event Provider, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the County, such failure or refusal shall constitute a default hereunder, and the County will be relieved of any further obligation to make payments to Provider as set out herein. This contract will be terminated at the option of the County.

20. **Termination.** County may terminate this agreement at will by giving at least 30 days prior written notice to the Provider. This agreement may be terminated by the County upon 15 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 key personnel providing services are changed such that in the opinion of the County delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of County, or

c. County may terminate this agreement should the Provider fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

21. **Indemnification.** To the extent permitted under Missouri law, Provider agrees to hold harmless, defend and indemnify the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Provider, (meaning anyone, including but not limited to consultants having a contract with the Provider or subcontractor for part of the services), or anyone directly or indirectly employed by Provider, or of anyone for whose acts Provider 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 negligence.

22. **Publicity by the Organization.** Provider shall notify the County of contact with the media regarding Community Health Fund funded programs or profiles of participants in Community Health Fund funded programs. Provider will acknowledge the County as a funding source whenever publicizing Community Health Fund funded programs. Provider will collaborate with the County to inform the community about the ways its tax dollars are being invested in services and supports. Provider agrees to acknowledge the Community Health Fund as a funding source on all written and electronic publications including brochures, letterhead, annual reports and newsletters.

23. **Independence.** This contract does not create a partnership, joint venture or any other form of joint relationship between the County and Provider. The County does not recognize any of the Provider's employees, agents or volunteers as those of the County.

24. **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.

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

26. **Record Retention Clause.** Provider shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms

of the this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

27. **Notice.** Any written notice or communication to the County shall be mailed or delivered to:

Boone County Community Services  
605 E. Walnut, Ste. A  
Columbia, MO 65201

Any written notice or communication to the Provider shall be mailed or delivered to:

Family Counseling Center of Missouri, Inc.  
Karen Cade  
117 N. Garth Avenue  
Columbia, MO 65203

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

**Compass Health, Inc.**

**Boone County, Missouri**

By: Karen Cade  
Signature

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

By: Karen Cade FCC President/  
Regional VP  
Printed Name/ Title

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

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 Pitchford by jg 11/29/16  
Signature Date

2130 / 71106 / \$211,218.20  
Appropriation Account

## Organization Profile

**Organization Profile Instructions**

**New Users:**

In order to create a Username and Password, complete the Organization User Information and Primary Information sub-sections and click Save Record on the right hand side of the screen. Be sure to save your Username and Password in a secure location for future use. Once you click Save Record you will be prompted to log in. This will allow you to access the system and complete the Organization Profile.

**Returning Users:**

You must complete and keep up-to-date ALL applicable fields in your Organization Profile. Proposals and Reports will be considered unresponsive if your Organization Profile is not complete and up-to-date.

### Organization User Information

**Primary Information**

**Organization Name (the official name of the organization that would enter into a contract):**  
Compass Health, Inc.

**DBA:**  
Family Counseling Center of Missouri, Inc. and Pathways Community Health

**Federal EIN Number:**  
43-1032835

**Organization Type:**  
Tax-Exempt/Not-For-Profit

**Organization Contact Information**

<p><b>Address</b> 1800 Community Drive</p> <p><b>City</b> Clinton</p> <p><b>State</b> Missouri</p> <p><b>County</b> Henry</p> <p><b>Zip</b> 64735-8804</p> <p><b>Organization Phone Number:</b> 660-885-8131</p> <p><b>Website:</b> <a href="http://www.compasshealthhome.org">http://www.compasshealthhome.org</a></p> <p><b>Head of Organization</b> Tim Swinfard</p> <p><b>Head of Organization Phone:</b> 573-634-3000</p>	<p><b>Address</b> 1800 Community Drive</p> <p><b>City</b> Clinton</p> <p><b>State</b> Missouri</p> <p><b>County</b> Henry</p> <p><b>Zip</b> 64735-8804</p> <p><b>Organization Fax Number:</b> 660-885-3690</p> <p><b>Email:</b> <a href="mailto:info@pbhc.org">info@pbhc.org</a></p> <p><b>Head of Organization Title (e.g. Director, President, CEO)</b> Chief Executive Officer</p> <p><b>Head of Organization Email:</b> <a href="mailto:tswinfard@pbhc.org">tswinfard@pbhc.org</a></p>
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**Local Organization Contact Information (If there is a local office with differen**

<p><b>Local Organization Name:</b> Family Counseling Center of Missouri, Inc. and Pathways Community Health</p> <p><b>Address</b> 117 N. Garth</p>	<p><b>Local Organization Fax:</b> 573-875-6607</p> <p><b>Address</b> 117 N. Garth</p>
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<p><b>City</b> Columbia</p> <p><b>State</b> Missouri</p> <p><b>County</b> Boone</p> <p><b>Zip</b> 65203-4103</p> <p><b>Local Contact Name:</b> Karen Cade</p> <p><b>Local Contact Email:</b> kcade@fccmo.org</p>	<p><b>City</b> Columbia</p> <p><b>State</b> Missouri</p> <p><b>County</b> Boone</p> <p><b>Zip</b> 65203-4103</p> <p><b>Local Contact Title:</b> President, Family Counseling Center of Missouri, Inc.</p> <p><b>Local Contact Phone:</b> 573-443-2204</p>
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**General Information**

**Organization** Provide your organization's mission statement. (600 character limit)  
Inspire Hope. Promote Wellness.

**Mission Statement (Purpose):**

**Organization History:** Provide a brief history of your organization including the number of years the organization has been in operation. (600 character limit)  
Compass Health, formerly known as Pathways Community Behavioral Healthcare, Inc. is an innovative and progressive healthcare network providing high-quality, clinically-effective healthcare services that provides behavioral health, primary care and oral healthcare services throughout four, multi-county geographic regions in Missouri. A community based organization with a history that spans over 43 years, Compass Health serves 45 counties throughout the state of Missouri.

**Brief Statement of Organization's Major Goals:** Provide a brief statement of the ultimate goals toward which your organization is working. (600 character limit)  
The ultimate goal of Compass Health is to become a National Center of Excellence, as outlined in the agency's Strategic Plan. An effort led by the National Council for Behavioral Health, this association is in the process of developing a Behavioral Health Center of Excellence Framework for mental health and addiction service providers. The core principles of a Behavioral Health Center of Excellence include: World class customer service built on a culture of staff and consumer engagement and wellness; Excellent outcomes; Easy access; Comprehensive care and; Excellent value.

**Articles of Incorporation:** Provide a copy of the organization's Articles of Incorporation.  
Articles of Incorporation (MUST BE IN PDF FORMAT)  
/document/download/filename/1436211765\_30405\_CompassHealthArticlesofIncorporation.pdf/

**Bylaws:** Provide a copy of the organization's Bylaws.  
Bylaws (MUST BE IN PDF FORMAT)  
/document/download/filename/1469540987\_34051\_Attachment14-CompassHealthBylaws.pdf/

**Organizational Chart:** (must be for the entire organization):  
Organizational Chart (MUST BE IN PDF FORMAT)  
/document/download/filename/1469540987\_30406\_CompassHealthOrganizationalChartMay2016.pdf/

**Service Area:** Briefly describe the geographic area in which your organization provides services. (600 character limit)  
Compass Health provides comprehensive healthcare services, including primary, oral and behavioral healthcare services, throughout a 45 county service area in Missouri.

**Population Served:** Briefly describe the population(s) served by your organization. (600 character limit)  
Compass Health provides services to all types of individuals requiring healthcare intervention. With a special focus on each communities/county's underserved, underinsured and uninsured populations, Compass Health provides clinically sound treatment services in a safe, welcoming and compassionate environment. Aware of the effects of trauma, we provide culturally-competent, trauma informed clinical care to each individual presenting at our clinic locations. Services are provided/offered to all individuals, regardless of gender/sexual orientation, race, age, and ability to pay.

Does your organization have a written Conflict of Interest policy?



**Conflict of Interest Policy:** yes

**Whistleblower Policy:** Does your organization have a written Whistleblower policy?  
yes

**Business Continuity Plan:** Does your organization have a written Business Continuity plan?  
yes

**Records Retention Policy:** Does your organization have a written Records Retention policy?  
yes

If yes, does the Records retention policy include a Records Retention Schedule?  
yes

### Governing Board

**Length of Board Term (e.g. "2 years"):**  
3 years

**Organization Governing Board:**  
Include information for all board members. Click +New to add board member information.

**Governing Board Member**

Governing Board Member						Link Info	
Name	Board Position:	Current Board Term Begin Date:	Current Board Term End Date:	Address:	Active	Date	
Lisa Stiern	Member	07/01/2014	06/30/2017	31718 Cedar Trail Warrenton, MO 63383	<input checked="" type="checkbox"/>	Added on 07/06/2015	
Rich Metz	Member	07/01/2016	06/30/2019	Commerce Bank 1994 Wentzville Parkway Wentzville, MO 63385	<input checked="" type="checkbox"/>	Added on 07/06/2015	
Joi Niedner	Member	07/01/2014	06/30/2017	3045 Mockingbird Drive St. Charles, MO 63301	<input checked="" type="checkbox"/>	Added on 07/06/2015	
Tina Babel	Member	07/01/2016	06/30/2019	805 Bluff Brook Drive O'Fallon, MO 63366	<input checked="" type="checkbox"/>	Added on 07/06/2015	
Pat Cleveland	Member	07/01/2016	06/30/2019	6910 NE 100 Road Osceola, MO 64776	<input checked="" type="checkbox"/>	Added on 07/06/2015	
Mitchell Mills	At Large Member	07/01/2015	06/30/2018	110 W Jefferson P.O. Box 505 Clinton, MO 64735	<input checked="" type="checkbox"/>	Added on 07/06/2015	
J.C. Smith	Vice-Chairman	07/01/2015	06/30/2018	104 W Magnolia Clinton, MO 64735	<input checked="" type="checkbox"/>	Added on 07/06/2015	
Howard Cupp	2nd Vice-Chairman	07/01/2015	06/30/2018	1401 South 8th Street Clinton, MO 64735	<input checked="" type="checkbox"/>	Added on 07/06/2015	
Rod Reid	Member	07/01/2015	06/30/2018	PO Box 909 Lebanon, MO65536	<input checked="" type="checkbox"/>	Added on 01/04/2016	
Dennis Daugherty	Member	07/01/2016	06/30/2019	Community Bank of Eldorado Springs P.O. Box 232 Eldorado Springs, MO 64744	<input checked="" type="checkbox"/>	Added on 07/06/2015	
Tim Larimore	Board President/Chairman	07/01/2014	06/30/2017	P.O. Dox 483 Higginsville, MO 64037	<input checked="" type="checkbox"/>	Added on 07/06/2015	
Rebecca Culler	Treasurer	07/01/2014	06/30/2017	Henry County Courthouse P.O. Box 487 Clinton, MO 64735	<input checked="" type="checkbox"/>	Added on 07/06/2015	

Total Active Links:12, Total Deactivated Links:1, Current Active Links:12, Current Deactivated Links:1

**Advisory Board (if applicable)**

**Length of Board Term (e.g. "2 years")**

NA - No terms

**Describe the function of the Advisory Board as it relates to the work of your organization:**

Compass Health has developed an advisory board for each region the organization serves throughout Missouri. The Central Missouri Advisory Board is responsible for providing community feedback, advocating for the organization, and assisting with decreasing stigma associated with mental health and substance abuse treatment. This advisory board has direct contact/interaction with the governing board of Compass Health. It should be noted that the Advisory Board is new to the agency, and therefore, board term limits have not yet been established for members. All of the advisory board members were identified and joined the agency's Advisory Board in 2015. The agency is still in the process of developing term length and limits for each board member. Once established, these dates will be added to the apricot system.

**Organization Advisory Board:**

Include information for all advisory board members. Click +New to add board member information.

**Advisory Board Member**

Advisory Board Member					Link Info	
Name	Board Position:	Current Board Term Begin Date:	Current Board Term End Date:	Address	Active	Date
David Townsend	Advisory Member			1207 W Broadway Columbia, MO 65203	<input checked="" type="checkbox"/>	Added on 07/20/2015
Linda Bickell	Advisory Member			820 Chestnut Street Jefferson City, MO 65101	<input checked="" type="checkbox"/>	Added on 07/20/2015
Jeremy Meyer	Advisory Member			700 B Southwest Boulevard Jefferson City, MO 65109	<input checked="" type="checkbox"/>	Added on 07/20/2015
Wiley Miller	Advisory Member			3201 S. Providence Suite 204 Columbia, MO 65203	<input checked="" type="checkbox"/>	Added on 07/20/2015
Cindi Keele	Advisory Member			3405 West Truman Boulevard Suite 102 Jefferson City, MO 65109	<input checked="" type="checkbox"/>	Added on 07/20/2015
Mike Holman	Advisory Member			2001 Maguire Boulevard Columbia, MO 65201	<input checked="" type="checkbox"/>	Added on 07/20/2015
Karen Edison	Advisory Member			1020 Hitt Street Columbia, MO 65212	<input checked="" type="checkbox"/>	Added on 07/20/2015
Kirk Farmer	Advisory Member			221 Bolivar Street, Suite 201 Jefferson City, MO 65101	<input checked="" type="checkbox"/>	Added on 07/20/2015
Mark Duncan	Advisory Member			4700 South Providence Rd. Columbia, MO 65203	<input checked="" type="checkbox"/>	Added on 07/20/2015
Ada Buckman	Advisory Member			901 E. Broadway PO Box 1677 Columbia, MO 65205	<input checked="" type="checkbox"/>	Added on 07/20/2015
Piper Brintnall	Advisory Member			2101 Chapel Plaza CT, STE 107 Columbia, MO 65203	<input checked="" type="checkbox"/>	Added on 07/20/2015

Total Active Links:11, Total Deactivated Links:1, Current Active Links:11, Current Deactivated Links:1

**Financial Information**

**Organization Fiscal Year:**

July 1 - June 30

**IRS Tax Exempt Status Determination Letter:**  
If applicable, upload the correspondence from the IRS indicating that your organization has been designated as tax exempt.

**IRS Tax Exempt Status Determination Letter (MUST BE IN PDF FORMAT)**

/document/download/filename/1436212902\_29953\_CompassHealthIRSDeterminationLetter.pdf/

**Financial Statement:**  
Upload your organization's most recently completed Financial Statement and corresponding communications (required for

**Financial Statement (MUST BE IN PDF FORMAT)**

/document/download/filename/1469542812\_29954\_CompassAudit-FY2015.pdf/

**audited statements). Financial statements must be reviewed by a qualified third party and be accompanied by a letter or report of assurance (compilation, review, or audit).**

**IRS 990 or 990 EZ:**

Upload your organization's most recently filed 990 or 990 EZ. Please contact the City, County and/or HMUW if your organization is not required to file a 990 or 990 EZ with the IRS.

**990/990 EZ (MUST BE PDF FORMAT)**

/document/download/filename/1469542812\_29955\_CompassHealth990-FY2015.pdf/

**Financial Policies and Procedures: Summarize the organization's policies and procedures regarding board oversight of the organization finances. (600 character limit)**

Compass Health's fiscal management follows the generally accepted accounting principles (GAAP), and assumes responsible management of all funds. Compass Health strictly follows a comprehensive policy and procedural manual with detailed instruction on financial management and processes. Furthermore, there are detailed policies on file for the governing board, including their oversight and organizational responsibilities of Compass Health. The financial health of the organization continues to be a strategic priority of the organization, ensuring sustainability of organizational operations.

**Employees Compensation**

**Top Five Compensated Employees:**

Please provide titles, minimum qualifications, and salary information for the organization's top five compensated employees.

FTE = Full Time Equivalent (i.e., Full-Time = 1.0 FTE, Half-Time = 0.5 FTE, etc.)

FTE = number of hours worked by employee per year/2080 (e.g., 1040/2080 = .5 FTE)

FTE should not exceed 1.0 for each employee.

Click +New to add Employee Compensation information.

**Employees**

Employees Compensation					Link Info	
Employee Title:	Qualifications:	FTE:	Salary:	Benefits:	Active	Date
CEO	B.A.	1.00	\$395,946.00	\$24,620.00	<input checked="" type="checkbox"/>	Added on 07/15/2015
Psychiatrist	M.D.	1.00	\$408,415.00	\$24,925.00	<input checked="" type="checkbox"/>	Added on 07/15/2015
Psychiatrist	M.D.	1.00	\$349,997.00	\$25,117.00	<input checked="" type="checkbox"/>	Added on 07/15/2015
Psychiatrist	M.D.	1.00	\$332,518.00	\$17,372.00	<input checked="" type="checkbox"/>	Added on 07/15/2015
Psychiatrist	M.D.	1.00	\$281,083.00	\$21,936.00	<input checked="" type="checkbox"/>	Added on 07/15/2015

Total Active Links:5, Total Deactivated Links:0, Current Active Links:5, Current Deactivated Links:0

**Accreditation (If applicable):**

**Accreditation:**

Provide the name of the accrediting body, the name of the accreditation, period of current accreditation (including expiration date), and a brief description of the accreditation.

**Accreditation 1:**

CARF-Commission on Accreditation of Rehabilitation Facilities.

**Accreditation 2:**

Missouri Department of Mental Health, Division of Behavioral Health: Compass Health serves as the Administrative Agent for twenty-one (21) Missouri Counties to provide both mental health and/or substance use disorder treatment services.

**Accreditation 3:**

Joint Commission Accredited as well as the Joint Commission Top Performer on Key Quality Measures (Royal Oaks Hospital - a 41-bed acute psychiatric hospital that operates within the Compass Health Network of Care).

**Certifications:**

**Certifications:**

Please indicate that the above named organization:

Is a registered corporation in good standing with the State of Missouri.

yes

Agrees to comply with all the applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1990, as amended; the Omnibus Reconciliation Act of 1981, as amended; the American with Disabilities Act of 1990, as amended; and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services including the discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, age (employment), and familial status (housing).

yes

If deemed a religious or denominational institution or organization or operated for religious purposes which is supervised or controlled by or in connection with a religious or denomination institution or organization; and agrees that, in connection with the provision of services and employment practices that it will not discriminate against any employee or applicant for employment on the basis of religion and will not employ or give preference in employment to persons on the basis of religion; it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, or exert no other religious influence in the provision of services under this agreement.

n/a

Prohibits discrimination and the delivery of services on the basis of marital status, gender identity, and sexual orientation.

yes

Has administrative and program facilities that are accessible to persons with disabilities per the Americans with Disabilities Act of 1990.

yes

If the answer is no - upload an ADA Plan of Accommodation and Transition Plan. (REQUIRED)

ADA Plan of Accommodation (MUST BE IN PDF FORMAT)

Transition Plan (MUST BE IN PDF FORMAT)

**Heart of Missouri United Way**

The following documents are required only of organizations applying for or renewing Heart of Missouri United Way certification.

**Organizational Budget (MUST BE IN PDF FORMAT)**

Required Budget Template is posted on Basecamp for applicants and can be requested via email from HMUW Community Impact Staff.

/document/download/filename/1472737913\_32839\_CopyofOrgBudgetTemplate\_For\_Apricot\_Upload\_16-17\_ReviewTeam.xlsx/

**Proof of General Liability Insurance (MUST BE IN PDF FORMAT)**

/document/download/filename/1470761616\_32678\_CompassHealthProofofInsuranceCertificate.pdf/

**Certified Agency Annual Partnership Agreement (MUST BE IN PDF FORMAT)**

**Strategic Investment Agreement (MUST BE IN PDF FORMAT)**

**Strategic Investment Agreement- Additional Funded Strategy, if applicable (MUST BE IN PDF FORMAT)**

**Strategic Investment Agreement-Additional Funded Strategy, if applicable (MUST BE IN PDF FORMAT)**

**Addendums (MUST BE IN PDF FORMAT)**

**Linked 'Proposal Cover Sheet' Records**

[Link to Proposal Cover Sheet](#)

Proposal Cover Sheet					Link Info	
Grant	Organization Name (will aut...	Fund Source	Funder	Funding Cycle	Active	Date
Community Health - Mental Health Services (Boone County Health Advisory Council Review ends 08/31/2016 5:00 AM CDT)	Compass Health, Inc.	Community Health/Medical Fund – POS	Boone County	January 1, 2017 - December 31, 2017	<input checked="" type="checkbox"/>	Added on 07/15/2016
Children's Services Fund - RFP # 29-15Jun16 (Application in Progress ends 07/10/2016 5:00 AM CDT)	Compass Health, Inc.	Children's Services Fund - ECPP RFP	Boone County	RFP #29-15JUN16	<input checked="" type="checkbox"/>	Added on 06/16/2016
Children's Services Fund - POS RFP #27-10JUN14 (Modified Interim POS Report ends 09/10/2016 12:01 AM CDT)	Compass Health, Inc.	Children's Services Fund – POS	Boone County	RFP #27-10JUN14	<input checked="" type="checkbox"/>	Added on 06/26/2015
(1 hidden)						
Total Active Links:3, Total Deactivated Links:0, Current Active Links:3, Current Deactivated Links:0						

**System Fields**

## Proposal Cover Sheet

**Proposal Request Information**

**Grant**  
Community Health - Mental Health Services (Boone County Health Advisory Council Review ends 08/31/2016 5:00 AM CDT)

**Organization Name (will auto-populate)**  
Compass Health, Inc.

**Fund Source**  
Community Health/Medical Fund – POS

**Funder**  
Boone County

**Funding Cycle**  
January 1, 2017 - December 31, 2017

**Name of Program or Project**  
Comprehensive Health Care Solutions For Central Missouri

**Amount of Request**  
\$211,188.00

**Year 1 Award**  
\$211,188.00

**Program Information**

**Program Website (will default to Organization website)**  
<http://www.compasshealthhome.org>

<b>Address</b> 1800 Community Drive	<b>Address</b> 1800 Community Drive
<b>City</b> Clinton	<b>City</b> Clinton
<b>State</b> Missouri	<b>State</b> Missouri
<b>County</b> Henry	<b>County</b> Henry
<b>Zip</b> 64735-8804	<b>Zip</b> 64735-8804
<b>Program Administrator Name</b> Karen Cade	<b>Program Administrator Title</b> Vice President, Central Region Operations
<b>Phone Number</b> 573-442-1690	<b>Email</b> kcade@pbhc.org

**Required Attachments - Children's Services Fund and Community Health Only**

**Attachment A 2016 Agency Assurance Sheet**  
[/document/download/filename/1468606575\\_30421\\_AttachmentA.pdf/](/document/download/filename/1468606575_30421_AttachmentA.pdf/)

**Attachment B Certification Regarding Debarment, Suspension, Ineligibility, and Volunteer Exclusion**  
[/document/download/filename/1468606575\\_30420\\_AttachmentB.pdf/](/document/download/filename/1468606575_30420_AttachmentB.pdf/)

**Attachment C Work Authorization Certification**  
[/document/download/filename/1468933339\\_30419\\_AttachmentC%28Finalized%29.pdf/](/document/download/filename/1468933339_30419_AttachmentC%28Finalized%29.pdf/)

**Addendums**  
[/document/download/filename/1468606575\\_30418\\_SignedAddendum.pdf/](/document/download/filename/1468606575_30418_SignedAddendum.pdf/)

**Link to Organization Profile Record**

**Link to Organization Records**

Organization Profile			Link Info	
Organization Name (the offi...	Organization Mailing Address:	Head of Organization	Active	Date
Compass Health, Inc.	1800 Community Drive	Tim Swinfard	<input checked="" type="checkbox"/>	Added on 07/15/2016
Total Active Links:1, Total Deactivated Links:0, Current Active Links:1, Current Deactivated Links:0				
<b>Federal EIN Number (will auto-populate)</b>				
43-1032835				

Program Budget

Program Budget Instructions

**Instructions:**

The purpose of this form is to provide financial information regarding the program and service(s) proposed by your organization. In developing your responses, please adhere to the following guidelines:  
 Information should be based on the proposed contract/agreement period.  
 Information provided should be for the entire program, not just the portion of the program being proposed to be purchased by the City of Columbia, Boone County, or Heart of Missouri United Way.  
 Each narrative response should be clear and succinct.

Information provided in the Program Budget should correspond with the information provided in the:

- Program Overview
- Program Service (POS Only)
- Consumer Demographics
- Program Performance Measures

Program Budget

PROGRAM REVENUE	PROPOSED YEAR	% OF PROPOSED TOTAL
<b>1. DIRECT SUPPORT</b>		
<b>A. Heart of Missouri United Way (300 character limit)</b>	<b>1A</b>	<b>1A %</b>
Not Applicable	\$0.00	0
<b>B. Other United Ways (300 character limit)</b>	<b>1B</b>	<b>1B %</b>
Not Applicable	\$0.00	0
<b>C. Capital Campaigns (300 character limit)</b>	<b>1C</b>	<b>1C %</b>
Not Applicable	\$0.00	0
<b>D. Grants (non-governmental) (300 character limit)</b>	<b>1D</b>	<b>1D %</b>
Not Applicable	\$0.00	0
<b>E. Fund Raising &amp; Other Direct Support (300 character limit)</b>	<b>1E</b>	<b>1E %</b>
Not Applicable	\$0.00	0
<b>2. GOVERNMENT CONTRACTS/SUPPORT:</b>		
<b>A. Boone County - Children's Services Funding (300 character limit)</b>	<b>2A</b>	<b>2A %</b>
Not Applicable / However, if children are identified that would be eligible for currently funded children's services, those referrals will be made	\$0.00	0
<b>B. Boone County - Community Health Funding (300 character limit)</b>	<b>2B</b>	<b>2B %</b>
Requested funding to support outreach specialists (to provide assessments and onsite therapeutic interventions) as well as psychiatric services, including medication management, and mental health counseling services (individual and family counseling)	\$211,188.00	100
<b>C. Boone County- Other Funding (300 character limit)</b>	<b>2C</b>	<b>2C %</b>
Not Applicable	\$0.00	0
<b>D. Funding from Other Counties (300 character limit)</b>	<b>2D</b>	<b>2D %</b>
Not Applicable to Proposed Programming	\$0.00	0
<b>E. City of Columbia - Social Service Funding (300 character limit)</b>	<b>2E</b>	<b>2E %</b>
Not Applicable	\$0.00	0
<b>F. City of Columbia - CDGB/Home Funding (300 character limit)</b>	<b>2F</b>	<b>2F %</b>
Not Applicable	\$0.00	0
<b>G. City of Columbia - CHDO Funding (300 character limit)</b>	<b>2G</b>	<b>2G %</b>
Not Applicable	\$0.00	0
<b>H. City of Columbia - Other Funding (300 character limit)</b>	<b>2H</b>	<b>2H %</b>
Not Applicable	\$0.00	0



<b>I. Funding from Other Cities (300 character limit)</b>	<b>2I</b>	<b>2I %</b>
Not Applicable	\$0.00	0
<b>J. Federal (Medicaid, Title III, etc.) (300 character limit)</b>	<b>2J</b>	<b>2J %</b>
Not Applicable / For those consumers who have applicable insurance coverage, the agency will refer to appropriate providers who accept insurance coverage within the system of care.	\$0.00	0
<b>K. State (Purchase of Service, Grants, etc.) (300 character limit)</b>	<b>2K</b>	<b>2K %</b>
Not Applicable / For those consumers who have applicable insurance coverage through the Missouri Department of Mental Health, the agency will refer to appropriate providers who accept insurance coverage within the system of care.	\$0.00	0
<b>L. Other (Schools, Courts, etc.) (300 character limit)</b>	<b>2L</b>	<b>2L %</b>
Not Applicable	\$0.00	0
<b>3. Program Service Fees (300 character limit)</b>	<b>3.</b>	<b>3 %</b>
Not Applicable	\$0.00	0
<b>4. Investment Income (realized &amp; unrealized) (300 character limit)</b>	<b>4.</b>	<b>4 %</b>
Not Applicable	\$0.00	0
<b>5. Other Revenue Items (300 character limit)</b>	<b>5.</b>	<b>5 %</b>
Not Applicable	\$0.00	0
<b>TOTAL PROGRAM REVENUE</b>	<b>TOTAL REVENUE</b>	
	211188	
<b>PROGRAM EXPENSES</b>		
<b>1. Personnel</b>	<b>1.</b>	<b>1. %</b>
	\$177,648.00	84
<b>2. Non-Personnel</b>	<b>2.</b>	<b>2. %</b>
	\$33,540.00	16
<b>TOTAL PROGRAM EXPENSES</b>	<b>TOTAL EXPENSES</b>	
	211188	

System Fields

## Program Overview

### Program Overview Instructions

The purpose of this section is to provide information regarding the program and service(s) proposed by your organization. In developing your responses, please adhere to the following guidelines:

Each narrative response should be clear and succinct.

Respond as if the reviewers have no prior knowledge of the program and service(s).

The issue(s) and affected population(s) should be described and documented utilizing objective, relevant information and data, from sources outside of your organization and should include geographic information using recognized political boundaries (e.g. city, county, state, national).

All sources of information should be properly cited using the American Psychological Association (APA) Style of author-date method of in-text citation. All sources that are cited must appear in the reference list at the end of this section. For detailed information regarding the APA Style, please visit the APA Style web site: <http://www.apastyle.org/>

**PLEASE NOTE:** In order to complete the Program Service Levels sub-section, you must first complete and link to the Program Budget Section.

Information provided in the Program Overview Section should correspond with the information provided in the:

Program Budget

Program Service (POS Only)

Consumer Demographics

Program Performance Measures

\* Indicates Required Field

### Statement of Issue Being Addressed

**Instructions:** Include information pertaining to the overall, community-level issue(s) to be addressed by the proposed program (e.g. homelessness, child abuse & neglect, substance abuse, suicide, etc.) The issue(s) should be tied to the organization's major goal(s), as stated in the Organization Information form, as well as the program goal(s), as stated in the Program Goal(s) sub-section below.

#### a. Describe and document the issue(s) to be addressed by the proposed program. (1500 character limit)

The pilot program addresses the growing need for behavioral health care intervention for adults aged 18 and older, by increasing access to mental health services for the underserved and uninsured residents of Boone County, in traditional and non-traditional settings. Counseling and limited psychiatric care will be provided to assist Boone County residents struggling with difficult life circumstances and emotional and behavioral problems that lead to family conflict, poor work performance, peer conflicts, anxiety, depression, suicidal ideation and functional difficulties. Furthermore, there continues to be a rise in individuals suffering from untreated behavioral health care issues presenting for treatment at local emergency rooms and other community agencies. The lack of resources means that individuals may show up at a local hospital, where they will receive high cost, less effective treatments than what can be provided in the community setting. These local hospitals and community agencies lack the resources to properly assess and refer Boone County residents to appropriate treatment options. The uniqueness of the program is the ability to provide required mental health services in non-traditional settings throughout Boone County, Missouri.

#### b. Describe and document the population affected by the issue(s) to be addressed by the proposed program including demographics and characteristics. (1500 character limit)

Programming will be targeted to the underserved, underinsured and uninsured residents of Boone County. Outreach efforts of the program will be directly targeted to non-traditional settings throughout Columbia and Boone County, Missouri. Through the provision of pilot programming, the agency will have the ability to provide onsite assessment and treatment services to rural, isolated areas of the county, circumventing transportation and other geographic barriers that many residents face in rural Boone County. The targeted population lacks financial resources and adequate knowledge to navigate the local health care system that exists within Boone County. Many times the target population winds up at the local emergency rooms to receive routine health care services that can be delivered more effectively, and cost efficiently, within the community setting. The outreach specialists identified within this pilot project will not only be able to provide onsite clinical assessments and limited therapeutic interventions (at identified community agencies - both medical and non medical settings - where underserved populations present for services), but will also provide critical care coordination services for high need residents. Compass Health has had initial discussions with Boone Hospital Center (within several departments) to provide outreach services identified within this proposal.

#### c. Describe how the City of Columbia or Boone County community is affected by the issue(s) to be addressed by the proposed program. (1500 character limit)

The lack of resources to support community based behavioral health care service provision and care coordination/navigation results in Boone County residents either going without treatment, ultimately exacerbating their symptoms, or presenting at local emergency rooms and other community agencies in need of health care intervention. Both options result in less effective clinical care for the target population that result in higher costs for the systems of care that have direct interaction with the target population. By providing appropriate, real-time, onsite assessment and clinical intervention, at a location where the consumer presents, the agency will have the ability to provide almost immediate clinical intervention, assessing and connecting the high need consumer with an appropriate system of care. Furthermore, by building in psychiatry (including medication management) and mental health counseling (individual and family), Compass Health built in a service array, based on growing need within the community, to support indigent care.

## Program Consumers

### a. Describe the consumers which will be served by the proposed program including characteristics and demographics. (1500 character limit)

Consumer to be served with requested funding will be low income (many underinsured or uninsured) residents of Boone County who are suffering from untreated mental illness and who lack the knowledge of available resources that exist within Boone County as well as how to navigate the local health care system. Consumers will include adults aged 18 and older. These consumers are experiencing mental health issues that inhibit their ability to function well in their daily lives, experience relationship problems, behavioral problems, sleep difficulty, moodiness, academic problems, difficulty in acquiring and maintaining adequate employment as well as feelings of worthlessness. Some consumers have experienced physical and/or sexual abuse, neglect and abandonment. Typical diagnoses may include depression, anxiety disorders, post traumatic disorders, ADHD, adjustment disorders, oppositional defiant disorders, multiple personality disorders and other clinical determinations. Some consumers may have limited insurance coverage to help support the cost of services, but it is anticipated that the majority of identified consumers will be underserved and uninsured. It is worth noting that the consumer demographics listed in this narrative are based on demographics served by the entire agency. Compass Health does anticipate targeting a more diverse group of individuals through pilot programming, as evidenced by a potential partnership with the Refugee and Immigration Services Center.

### b. Why will these consumers be served? (1500 character limit)

Consumers will be identified due to the severity of their presenting mental health issues and their inability to navigate the local health care services that are available to indigent populations. Consumers will have the ability to receive services directly at Compass Health (usually appointments can be made same day or within 72 hours) and can also be received as a participating partner site (such as local hospital system) to receive an assessment, brief intervention and referral to required services to achieve and sustain a healthy lifestyle. An individualized wellness plan will be developed by the clinician, in close coordination with the consumer, detailing an action plan of services the consumer will require to address untreated health care conditions. Compass Health staff will utilize evidence based practices as well as the treatment plan and specific evaluation instruments to measure progress and clinical success of all participating consumers.

### c. Describe any impediments or challenges in serving these consumers. (600 character limit)

The biggest challenge will be the responsiveness of community partners (local emergency rooms, grass root agencies, etc). It will be the responsibility of Compass Health to educate critical community partners (that we expect to receive the highest level of referral) on how to quickly connect their presenting consumers with the agency's two outreach specialists (who are tasked with providing onsite assessment, brief intervention and care management activities). Education and awareness activities will be used to alleviate this barrier, ensuring successful project implementation.

## Program Goal

**Instructions:** The program goal(s) should correspond to the organization's major goal(s) (as stated in the Organization Information section), the issue(s) the proposed program is intended to address (as stated in the Statement of the Issue Being Addressed sub-section above), the impact area target(s) as selected in the Proposal Request Information sub-section on the Proposal Cover Sheet and the consumers of the proposed program (as indicated in the Program Consumers sub-section above).

### State the goal(s) of the proposed program. (300 character limit)

Compass Health desires that all Boone County residents have equal access to behavioral health care services, regardless of their financial status or ability to pay for services.

## Program Description

**Instructions:** The information provided in this section should include information for each program service indicated in the Program Service section.

### a. Provide a detailed description of the proposed program. (3000 character limit)

Compass Health is proposing a comprehensive, multi-faceted behavioral health care intervention program that will provide positive and successful results to underserved and uninsured Boone County residents while meeting growing demand for affordable and clinically effective behavioral health care services for Boone County, as well as meet the need identified in the four community needs assessments identified within the grant guidance. Compass Health will provide both individual and family mental health counseling services to the underserved and uninsured consumers who are referred to programming by community agencies (facilitated by community outreach specialists). Psychiatry and medication management services will be made available (on a limited basis due to provider shortages and demand within the Compass Health system of care) for those community residents requiring such intervention. As will be discussed below, the final component of the programming, and the most unique and innovative aspect of programming includes the two outreach specialists (who will be licensed, master's level therapists) who will provide onsite clinical treatment services at various community locations throughout Columbia and Boone County, Missouri. The inherent flexibility that is built into programming by having licensed therapists serve as outreach specialists who will be able to provide onsite assessment and brief clinical interventions (including care coordination activities) within the community setting is what sets this program apart from standardized behavioral health care treatment programming. Proposed outreach and onsite services can and will take place at local emergency rooms, outpatient clinics, grass root agencies, etc. While it is anticipated that psychiatry and most mental health counseling (individual and family) will be provided at Compass Health's office location in Columbia, Missouri, both outreach specialists (licensed therapists) will provide a multitude of services, including care management and health care navigation services within the community setting, at locations where the target population primarily presents when in medical crisis.

### b. For each location in which the proposed program service(s) will be provided, indicate the street address and the days/hours of operation (e.g. Monday – Friday, 8 a.m. – 5 p.m.). If the proposed program service(s) are to be delivered off-site, describe the environment in which they will be provided (e.g. in homes, street outreach, etc.) (600 character limit)

Psychiatry services (including medication management) and mental health counseling (individual and family) will be provided from the agency's main office address at 117 North Garth, Columbia, Missouri 65203. Services will be available from 8 a.m. to 5 p.m., Monday through Friday. In addition to primary behavioral health care service provision, Compass Health will employ two outreach specialists (licensed therapists) who will provide on-site assessment and brief clinical interventions at various locations throughout Columbia and Boone County. Locations are to be determined.

### c. Describe the eligibility criteria (e.g. income, age, etc.) to be utilized for determining eligibility for the proposed program. (600 character limit)

Eligible consumers would include any adult aged 18 and older with a mental health issue in need of counseling, psychiatric services and assessment/care coordination services. Individuals receiving services supported through this funding program would include: 1) individuals who qualify

for the subsidy under the agency's sliding scale means test; 2) do not have private insurance or have limited benefits; 3) not eligible for funding under another program offered by Compass Health.

**d. Describe any external requirements of the proposed program such as licensing, minimum standards, etc. (600 character limit)**

No external requirements will be required to implement proposed programming. Compass Health is accredited by CARF and is an Administrative Agent of the Missouri Department of Mental Health.

**e. Is the proposed program currently accredited by one or more recognized accrediting body?**

Yes

**If yes, please provide the name of the accreditation agency, dates for the most recent accreditation, and briefly describe the accreditation process.**

**Name of the Accreditation:**

CARF - Commission on Accreditation of Rehabilitation Facilities

**Current accreditation period:**

July 1, 2016 - June 30, 2019

**Description: (600 character limit)**

Compass Health is certified by the Missouri Department of Mental Health and accredited by CARF for multiple programs, including mental health treatment services.

**f. Are there best practices for the proposed program service(s)?**

Yes

**If Yes - Indicate the best practices and whether or not they will be utilized in the proposed program. (600 character limit)**

Compass Health staff members utilize both Motivational Interviewing and Cognitive Behavioral Therapy when providing direct clinical services to consumers. Furthermore, Wellness Coaching has become the expected approach to delivering our rehabilitation services with a holistic approach focused on creating balance in each consumer's life. For all programs and service lines with fidelity measures the agency participates in ongoing external fidelity reviews which are incorporated into our CQI processes.

**g. Is there evidence to support the efficacy of the proposed program and/or program service(s)?**

Yes

**If Yes - Identify cite, and describe the evidence. (1500 character limit)**

Motivational Interviewing: [www.motivationalinterviewing.org](http://www.motivationalinterviewing.org)  
 Cognitive Behavioral Therapy: [www.nami.org](http://www.nami.org)  
 Wellness Coaching: [www.samhsa.org](http://www.samhsa.org)

The review panel will find a wealth of research articles supporting the evidence based treatment approaches highlighted within this section. It should be noted that the agency utilizes additional evidence based treatment approaches throughout the system of care, dependent on the type of services provided.

**If No - Provide rationale for utilizing the proposed program services(s). (1500 character limit)**

Not applicable

**h. Describe any unique or innovative aspects of the proposed program that will enhance access to and/or the quality and effectiveness of the program. (1500 character limit)**

One of the unique aspects of proposed programming is the inherent flexibility that is built into programming by having licensed therapists serve as outreach specialists who will be able to provide onsite assessment and brief clinical interventions within the community setting. This can occur at local emergency rooms, outpatient clinics, grass root agencies, etc. While it is anticipated that psychiatry and most mental health counseling (individual and family) will occur at Compass Health's main office location in Columbia, Missouri, both outreach specialists (licensed therapists) will provide a multitude of services, including care management and health care navigation services within the community setting, at locations where the target population primarily presents when in medical crisis.

**i. Describe any partnerships or collaborations that enhance access to and/or the quality and effectiveness of the program. (1500 character limit)**

Compass Health is continuing to identify and solidify relationships with local community partners who would have interest in bringing an onsite therapist to their location to assess, triage and make appropriate referral for high need, underserved consumers. Once all partnerships have been identified and solidified, Compass Health will execute MOU's with partners (contingent upon grant award) identifying responsibilities of both parties. We anticipate the largest partner to be local emergency room departments. It is worth noting that the agency has had success in other areas of the state with emergency room diversion programs (pilot programs funded by the Missouri Department of Mental Health), providing assessment and care coordination services for those individuals presenting at the emergency room for behavioral health care services that can be provided more effectively and cost efficiently in an outpatient setting. Having multiple years of experience in with this type of programming ensures the agency has the appropriate knowledge to operationalize a community-based, mobile intervention program.

**If MOUs or contracts/agreements related to the proposed program are in place, please upload these documents (1) PDF Format:**

**If MOUs or contracts/agreements related to the proposed program are in place, please upload these documents (2) PDF Format:**

**If MOUs or contracts/agreements related to the proposed program are in place, please upload these documents (3) PDF Format:**

**Program Personnel Instructions**

**Provide titles, minimum qualifications, and salary ranges for all positions for which salaries will be charged, in whole or in part, to the proposed program. FTE = Full Time Equivalent (i.e. Full-Time = 1.0 FTE, Half-Time = 0.5 FTE, etc.) To determine FTE, divide the number of hours assigned to program services per year by 2080 (e.g. 1040/2080 = .5 FTE)**

**Program Personnel**

<b>POSITION OR TITLE (Do not use employee names)</b>	<b>MINIMUM QUALIFICATIONS (B.A., Licensed, etc.)</b>	<b>FTEs</b>	<b>SALARY RANGE FROM: (wages, social security and Medicare)</b>	<b>SALARY RANGE TO:</b>
<b>P1</b> Licensed Therapist (Outreach Specialist #1)	<b>MQ1</b> Licensed, Masters Level	<b>FTE1</b> 1.00	<b>SR1 FROM</b> 40000.00	<b>SR1 TO</b> 55000
<b>P2</b> Licensed Therapist (Outreach Specialist #2)	<b>MQ2</b> Licensed, Masters Level	<b>FTE2</b> 1.00	<b>SR2 FROM</b> 40000.00	<b>SR2 TO</b> 55000
<b>P3</b> Psychiatry (Resident)	<b>MQ3</b> M.D.	<b>FTE3</b> 0.10	<b>SR3 FROM</b> 150000.00	<b>SR3 TO</b> 200000
<b>P4</b> Licensed Therapist (Providing individual counseling)	<b>MQ4</b> Licensed, Masters Level	<b>FTE4</b> 0.75	<b>SR4 FROM</b> 40000.00	<b>SR4 TO</b> 55000
<b>P5</b>	<b>MQ5</b>	<b>FTE5</b> 0.00	<b>SR5 FROM</b> 0.00	<b>SR5 TO</b>
<b>P6</b>	<b>MQ6</b>	<b>FTE6</b> 0.00	<b>SR6 FROM</b> 0.00	<b>SR6 TO</b>
<b>P7</b>	<b>MQ7</b>	<b>FTE7</b> 0.00	<b>SR7 FROM</b> 0.00	<b>SR7 TO</b>
<b>P8</b>	<b>MQ8</b>	<b>FTE8</b> 0.00	<b>SR8 FROM</b> 0.00	<b>SR8 TO</b>
<b>P9</b>	<b>MQ9</b>	<b>FTE9</b> 0.00	<b>SR9 FROM</b> 0.00	<b>SR9 TO</b>
<b>P10</b>	<b>MQ10</b>	<b>FTE10</b> 0.00	<b>SR10 FROM</b> 0.00	<b>SR10 TO</b>

**Program Personnel Narrative**

**Provide a rationale for the minimum qualifications and salary range for each position indicated above. (600 character limit)**

Minimum qualifications for all staff employed by Compass Health are determined by the Human Resource Department, taking into account local, state and national salary averages.

**Program Service Fee**

**a. Will program consumers be charged a fee for the proposed program service(s)?**

Yes

**If No - Provide a rationale why no fees will be charged for the program service(s). (600 character limit)**

Not applicable

**If Yes - Provide a description of and rationale for the program service fee. (600 character limit)**

Minimal fees are charged for those individuals and families with the ability to pay for a portion of service cost. Fees can be waived in certain circumstances by the regional clinical supervisor and payment plans can be developed, in coordination with the consumer, for services rendered. Compass Health provides assurance that fees for service provision will not become a barrier to consumers in need of treatment services.

**b. Will the program utilize a sliding fee schedule?**

Yes

**If No - Provide a rationale for why a sliding fee schedule will not be utilized. (600 character limit)**

Not applicable

**If Yes - Provide a rationale for the use and structure of the sliding fee schedule. (600 character limit)**

A minimum fee of \$10 is required for services (this fee may be waived under certain circumstances, at the discretion of the area clinical supervisor). While the goal is to maximize requested funding to served the greatest need, the primary purpose of the fee is to establish a level of responsibility on the part of the individual or family being served. A copy of the slide may be provided for review upon request.

**c. Is the proposed program service(s) billable to a third party payer(s) (e.g. health insurance, state subsidy, etc.)?**

Yes

**If No - Explain why the program service(s) are not billable to a third party payer(s). (600 character limit)**

Not applicable

**If Yes - Indicate the program service(s) which will be billed, the third party payer(s) to be billed, and the consumer eligibility criteria for the third party source(s). (600 character limit)**

If the presenting consumer has eligible insurance coverage that supports any level of care offered through this pilot program, then insurance will be billed appropriately so financial resources devoted to providing health care intervention/services to the underserved, uninsured residents of Boone County.

**What program service fee payment options will be provided to program consumers if they are uninsured or underinsured (e.g. catastrophic coverage, high deductible, etc.)? (600 character limit)**

Compass Health provides assurance that all individuals have equal access to health care services, regardless of their financial or insurance status and their ability to pay. Compass Health can waive fees in certain circumstance and will also create affordable payment plans for those individuals and families who have the ability to pay for a portion of the services they receive. As an agency that provides more than three million dollars each year in charity care (uncompensated care), Compass Health delivers on their promise of providing health care services to the neediest of populations.

**Program Service Levels**

Click Add to link to the Program Budget Worksheet for this proposal. The Total Program Expenses is used in the Average Program Service Levels calculation

**Link to Program Budget**

Program Budget			Record Lock	Link Info	
TOTAL REVENUE	2.	TOTAL EXPENSES		Active	Date
211188	\$33,540.00	211188		<input checked="" type="checkbox"/>	Added on 07/18/2016

Total Active Links:1, Total Deactivated Links:0, Current Active Links:1, Current Deactivated Links:0

**Total Number of Unduplicated Individuals to be served by the Proposed Program**

0

**Average Cost per Individual**

0

**Program Service Need**

**a. Are other organizations/businesses in the City of Columbia or Boone County currently providing the proposed program service(s)?**

Yes

**Indicate the organizations/businesses currently providing the proposed program service(s). (600 character limit)**

As indicated in the four community resources listed within the guidance, there are multiple agencies within Boone County that provide behavioral health care services (both mental health and substance use disorder), at varying levels, targeted to different populations.

**b. State the reason why the proposed program is needed in the City of Columbia or Boone County. (1500 character limit)**

What makes this pilot programming appealing to the agency (and to the community - Boone County) is the flexibility it offers in meeting consumer need, alleviating geography barriers and wait times for treatment intervention. Furthermore, onsite assessment and brief intervention assists with consumer engagement and follow through with programming. By providing holistic care, and meeting the consumer where they are at (both physically and mentally), should prove beneficial in providing highly effective clinical interventions/services to a high need, underserved population within Boone County, Missouri.

**Funding Request Justification**

**a. Provide a justification for the requested level of funding from the City of Columbia, HMLUW, or Boone County. (600 character limit)**

Funding requested will support two outreach specialists (licensed therapists) who will provide onsite assessment, intervention and care coordination at multiple locations (to be determined) throughout Columbia and Boone County, Missouri. Furthermore, funding will support the monthly travel expense of the two outreach specialists, as well as the following units and rates for the following services: psychiatric evaluation and medication management, individual and family mental health counseling.

**b. Describe how funding from the City of Columbia, HMLUW, or Boone County for the proposed program will expand program service capacity, fill a gap in or loss of funding from other funding sources, and/or enable the organization to access funding from other funding sources. (600 character limit)**

Compass Health utilizes funding from the identified community resources to support other required behavioral health care services throughout the community, specifically addressing growing community health care needs. If consumers are identified in proposed programming and would be a better fit for other funding sources/programs operated by Compass Health, then appropriate referral will be made to maximize financial resources and enhance the overall clinical impact of proposed pilot programming.

**Reference List**

**Instructions: All in-text citations in this section of the proposal must be listed in the Reference List below using the American Psychological Association (APA) Style. For detailed information regarding the APA Style, please visit the APA Style web site: <http://www.apastyle.org/>**

**Reference List: (5000 character limit)**

All references for evidence based practices to be utilized with pilot programming have been identified in that specific question. If additional information or clarification on the selected practices is required by the review panel, please submit request to Mrs. Karen Cade, Vice Presidents of Central Operations.



## Program Service

### Program Service Instructions

The purpose of this form is to provide detailed information about the proposed program service(s) to be provided by the proposed program.

Provide information about all program services to be provided by the proposed program, not just those services being proposed to be purchased by City of Columbia, Boone County, or Heart of Missouri United Way.

Services should be unbundled (e.g., if the program is to provide both individual counseling and case management, information for each service should be indicated separately as Program Service 1 and Program Service 2)

Information provided in the Program Service form should correspond with the information provided in the:

Program Overview  
 Program Budget  
 Consumer Demographics  
 Program Performance Measures

\* Indicates Required Field

### Program Service 1

**Indicate Proposed Service (1)** (e.g. individual outpatient therapy, case management, emergency shelter, etc.) (1000 character limit)

Mental Health Counseling Services (Individual)

**Indicate Unit Measure** (e.g. 15 minutes, one hour, one bed night, one pound of food, etc.) (1) (100 character limit)

One Hour

**Unit Rate (1)**

\$60.00

**Organizations should limit their rates, when appropriate, to an established public funding unit rate (e.g. Missouri Department of Mental Health (DMH), Medicaid, MO HealthNet, Missouri Department of Social Services, etc.) Is the proposed rate tied to an established public funding unit rate? (1)**

Yes

**If yes, source of publicly available rate (1)** (600 character limit)

Missouri Division of Behavioral Health Rates

**If no, consideration may be given for a unit rate not consistent with an established public funding unit rate provided a justification and rationale is given for charging a different amount. Provide a justification for the proposed rate. (1)** (600 character limit)

Not applicable

**Number of Units of Service to be Provided (1)**

750

**Number of Unduplicated Individuals to be Served (1)**

150

**Average Number of Units of Service per Unduplicated Individual (1)**

5

**Average Cost of Service per individual (1)**

300

**Are you proposing the City of Columbia or Boone County purchase this service or HMUW provides funding for implementation of this service? (1)**

Yes

**Amount Requested (1)**

\$50,000.00

**Proposed Number of Units of Service (1)**

833.33

### Program Service 2

**Indicate Proposed Service (2)** (e.g. individual outpatient therapy, case management, emergency shelter, etc.) (250 character limit)

**Indicate Unit Measure** (e.g. 15 minutes, one hour, one bed night, one pound of food, etc.) (2) (100 character limit)

**Unit Rate (2)**

\$0.00

**Is the proposed rate tied to an established public funding unit rate? (2)**



Yes

**If yes, source of publicly available rate (2) (600 character limit)****If no, consideration may be given for a unit rate not consistent with an established public funding unit rate provided a justification and rationale is given for charging a different amount. Provide a justification for the proposed rate. (2) (600 character limit)****Number of Units of Service to be Provided (2)**

0

**Number of Unduplicated Individuals to be Served (2)**

0

**Average Number of Units of Service per Unduplicated Individual (2)**

0

**Average Cost of Service per Individual (2)**

0

**Are you proposing the City of Columbia or Boone County purchase this service or HMUW provides funding for implementation of this service? (2)**

No

**Amount Requested (2)**

\$0.00

**Proposed Number of Units of Service (2)**

0

**Program Service 3****Indicate Proposed Service (3) (e.g. individual outpatient therapy, case management, emergency shelter, etc.) (250 character limit)**

Psychiatry Services (including medication management)

**Indicate Unit Measure (e.g. 15 minutes, one hour, one bed night, one pound of food, etc.) (3) (100 character limit)**

Quarter Hour

**Unit Rate (3)**

\$36.00

**Is the proposed rate tied to an established public funding unit rate? (3)**

Yes

**If yes, source of publicly available rate (3) (600 character limit)**

Missouri Division of Behavioral Health

**If no, consideration may be given for a unit rate not consistent with an established public funding unit rate provided a justification and rationale is given for charging a different amount. Provide a justification for the proposed rate. (3) (600 character limit)**

Not applicable

**Number of Units of Service to be Provided (3)**

768

**Number of Unduplicated Individuals to be Served (3)**

125

**Average Number of Units of Service per Unduplicated Individual (3)**

6.14

**Average Cost of Service per Individual (3)**

221.18

**Are you proposing the City of Columbia or Boone County purchase this service or HMUW provides funding for implementation of this service? (3)**

Yes

**Amount Requested (3)**

\$27,648.00

**Proposed Number of Units of Service (3)**

768

**Program Service 4****Indicate Proposed Service (4) (e.g. individual outpatient therapy, case management, emergency shelter, etc.) (250 character limit)**

Onsite Assessment / Evaluation / Brief Clinical Intervention / Care Coordination (Comprehensive Health Care Delivery)

**Indicate Unit Measure (e.g. 15 minutes, one hour, one bed night, one pound of food, etc.) (4) (100 character limit)**

One Hour

**Unit Rate (4)**

\$24.04

**Is the proposed rate tied to an established public funding unit rate? (4)**

No

**If yes, source of publicly available rate (4) (600 character limit)**

Not applicable

**If no, consideration may be given for a unit rate not consistent with an established public funding unit rate provided a justification and rational is given for charging a different amount. Provide a justification for the proposed rate. (4)(600 character limit)**

Compass Health is building in the cost of two full time licensed therapists (outreach specialists) who will provide onsite assessment and evaluation, brief clinical intervention and care coordination activities for consumers who present at local emergency rooms and other community agencies. A unit cost does not exist for the comprehensive health care and care coordination activities these two positions will fulfill. Therefore, Compass Health has developed a unit cost, based on salary and comprehensive benefits, for both proposed positions.

**Number of Units of Service to be Provided (4)**

4160

**Number of Unduplicated Individuals to be Served (4)**

200

**Average Number of Units of Service per Unduplicated Individual (4)**

20.8

**Average Cost of Service per Individual (4)**

500.03

**Are you proposing the City of Columbia or Boone County purchase this service or HMUW provides funding for implementation of this service? (4)**

**Amount Requested (4)**

\$100,000.00

**Proposed Number of Units of Service (4)**

4159.73

**Program Service 5**

**Indicate Proposed Service (5) (e.g. individual outpatient therapy, case management, emergency shelter, etc.) (250 character limit)**

Narrative

**Indicate Unit Measure (e.g. 15 minutes, one hour, one bed night, one pound of food, etc.) (5) (100 character limit)**

Narrative

**Unit Rate (5)**

\$0.00

**Is the proposed rate tied to an established public funding unit rate? (5)**

**If yes, source of publicly available rate (5) (600 character limit)**

Narrative

**If no, consideration may be given for a unit rate not consistent with an established public funding unit rate provided a justification and rational is given for charging a different amount. Provide a justification for the proposed rate. (5) (600 character limit)**

Narrative

**Number of Units of Service to be Provided (5)**

0

**Number of Unduplicated Individuals to be Served (5)**

0

**Average Number of Units of Service per Unduplicated Individual (5)**

0

**Average Cost of Service per Individual (5)**

0

**Are you proposing the City of Columbia or Boone County purchase this service or HMUW provides funding for implementation of this service? (5)**

**Amount Requested (5)**

\$0.00

**Proposed Number of Units of Service (5)**

0

**Program Service 6**

**Indicate Proposed Service (6) (e.g. individual outpatient therapy, case management, emergency shelter, etc.) (250 character limit)**

Narrative

**Indicate Unit Measure (e.g. 15 minutes, one hour, one bed night, one pound of food, etc.) (6) (100 character limit)**

Narrative

**Unit Rate (6)**

\$0.00

**Is the proposed rate tied to an established public funding unit rate? (6)**

**If yes, source of publicly available rate (6) (600 character limit)**

Narrative

**If no, consideration may be given for a unit rate not consistent with an established public funding unit rate provided a justification and rational is given for charging a different amount. Provide a justification for the proposed rate. (6) (600 character limit)**

Narrative

**Number of Units of Service to be Provided (6)**

0

**Number of Unduplicated Individuals to be Served (6)**

0

**Average Number of Units of Service per Unduplicated Individual (6)**

0

**Average Cost of Service per Individual (6)**

0

**Are you proposing the City of Columbia or Boone County purchase this service or HMUW provides funding for implementation of this service? (6)**

**Amount Requested (6)**

\$0.00

**Proposed Number of Units of Service (6)**

0

### Program Service 7

**Indicate Proposed Service (7) (e.g. individual outpatient therapy, case management, emergency shelter, etc.) (250 character limit)**

Narrative

**Indicate Unit Measure (e.g. 15 minutes, one hour, one bed night, one pound of food, etc.) (7) (100 character limit)**

Narrative

**Unit Rate (7)**

\$0.00

**Is the proposed rate tied to an established public funding unit rate? (7)**

**If yes, source of publicly available rate (7) (600 character limit)**

Narrative

**If no, consideration may be given for a unit rate not consistent with an established public funding unit rate provided a justification and rational is given for charging a different amount. Provide a justification for the proposed rate. (7) (600 character limit)**

Narrative

**Number of Units of Service to be Provided (7)**

0

**Number of Unduplicated Individuals to be Served (7)**

0

**Average Number of Units of Service per Unduplicated Individual (7)**

0

**Average Cost of Service per Individual (7)**

0

**Are you proposing the City of Columbia or Boone County purchase this service or HMUW provides funding for implementation of this service? (7)**

**Amount Requested (7)**

\$0.00

**Proposed Number of Units of Service (7)**

0

### Program Service 8

**Indicate Proposed Service (8) (e.g. individual outpatient therapy, case management, emergency shelter, etc.) (250 character limit)**

Narrative

**Indicate Unit Measure (e.g. 15 minutes, one hour, one bed night, one pound of food, etc.) (8) (100 character limit)**

Narrative

**Unit Rate (8)**

\$0.00

**Is the proposed rate tied to an established public funding unit rate? (8)**

**If yes, source of publicly available rate (8) (600 character limit)**

Narrative

**If no, consideration may be given for a unit rate not consistent with an established public funding unit rate provided a justification and rational is given for charging a different amount. Provide a justification for the proposed rate. (8) (600 character limit)**

Narrative

**Number of Units of Service to be Provided (8)**

0

**Number of Unduplicated Individuals to be Served (8)**

0

**Average Number of Units of Service per Unduplicated Individual (8)**

0

**Average Cost of Service per Individual (8)**

0

**Are you proposing the City of Columbia or Boone County purchase this service or HMUW provides funding for implementation of this service? (8)**

**Amount Requested (8)**

\$0.00

**Proposed Number of Units of Service (8)**

0

**Program Service 9**

**Indicate Proposed Service (9) (e.g. individual outpatient therapy, case management, emergency shelter, etc.) (250 character limit)**

Narrative

**Indicate Unit Measure (e.g. 15 minutes, one hour, one bed night, one pound of food, etc.) (9) (100 character limit)**

Narrative

**Unit Rate (9)**

\$0.00

**Is the proposed rate tied to an established public funding unit rate? (9)**

**If yes, source of publicly available rate (9) (600 character limit)**

Narrative

**If no, consideration may be given for a unit rate not consistent with an established public funding unit rate provided a justification and rational is given for charging a different amount. Provide a justification for the proposed rate. (9) (600 character limit)**

Narrative

**Number of Units of Service to be Provided (9)**

0

**Number of Unduplicated Individuals to be Served (9)**

0

**Average Number of Units of Service per Unduplicated Individual (9)**

0

**Average Cost of Service per Individual (9)**

0

**Are you proposing the City of Columbia or Boone County purchase this service or HMUW provides funding for implementation of this service? (9)**

**Amount Requested (9)**

\$0.00

**Proposed Number of Units of Service (9)**

0

**Program Service 10**

**Indicate Proposed Service (10)** (e.g. individual outpatient therapy, case management, emergency shelter, etc.) (250 character limit)

Narrative

**Indicate Unit Measure** (e.g. 15 minutes, one hour, one bed night, one pound of food, etc.) (10) (100 character limit)

Narrative

**Unit Rate (10)**

\$0.00

**Is the proposed rate tied to an established public funding unit rate?** (10)

**If yes, source of publicly available rate** (10) (600 character limit)

Narrative

**If no, consideration may be given for a unit rate not consistent with an established public funding unit rate provided a justification and rational is given for charging a different amount. Provide a justification for the proposed rate.** (10) (600 character limit)

Narrative

**Number of Units of Service to be Provided** (10)

0

**Number of Unduplicated Individuals to be Served** (10)

0

**Average Number of Units of Service per Unduplicated Individual** (10)

0

**Average Cost of Service per Individual** (10)

0

**Are you proposing the City of Columbia or Boone County purchase this service or HMUW provides funding for implementation of this service?** (10)

**Amount Requested** (10)

\$0.00

**Proposed Number of Units of Service** (10)

0

### Totals

**Total Amount of City of Columbia, Boone County, or HMUW Funding Requested for the Proposed Program Service(s):**

177648

### Linked 'Program Performance Measures' Records

### System Fields

## Consumer Demographics

### Consumer Demographics Instructions

**Instructions:**

The purpose of this form is to provide detailed demographic information for consumers to be served by the proposed program services. All counts are for Unduplicated Individuals. The totals for all sections should be identical.

Information provided in the Consumer Demographics form should correlate with the information provided in the:

- Program Overview form
- Program Budget form
- Program Service form (POS Only)
- Program Performance Measures form

\*Indicates a required field.

### Residence

**Boone County (includes City of Columbia residents)**

200

**City of Columbia**

50

**Other Counties**

0

**Residence Total**

200

**Record Lock**

0

### Race/Ethnicity

**NON-HISPANIC**

**White (alone)**

174

**Black or African American (alone)**

12

**Native American Indian or Alaskan Native (alone)**

1

**Asian (alone)**

1

**Native Hawaiian or other Pacific Islander (alone)**

1

**Multiple Races**

7

**Some Other Race**

0

**Subtotal - Non-Hispanic**

196

**HISPANIC**

**Of all races**

4

**Race/Ethnicity Total**

200

<b>Gender</b>
<b>Female</b>
101
<b>Male</b>
98
<b>Other Gender</b>
1
<b>Gender Total</b>
200

<b>Income</b>
<b>At or below 200% of Federal Poverty Level</b>
65
<b>Over 200% of Federal Poverty Level</b>
35
<b>Income Total</b>
100

<b>Age (City-Social Services/County-Health/HMUW-Community Impact Fund RFP)</b>
<b>Under 5 years</b>
0
<b>5-18 years</b>
0
<b>19-59 years</b>
180
<b>60 years and over</b>
20
<b>Age Total (1)</b>
200

<b>System Fields</b>
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## Program Performance Measures

### Program Performance Instructions

**Instructions:**

The purpose of this form is to provide performance measurement information for each proposed program service. For each program service included in the Program Service form, a performance measurement logic model will appear below. Each logic model has been partially auto-populated with program service and output information based on information provided in the Program Service form.

**PLEASE NOTE:** The Program Service form must be completed before completing the Program Performance Measures form.

In the fields provided, provide at least one outcome and the corresponding indicator(s) and method(s) of measurement for each proposed program service. Any additional outcomes must include corresponding indicator(s) and method(s) of measurement.

[Click here to access helpful information about performance measures.](#)

Information provided in the Program Performance Measures form should correlate to the information provided in the:

- Program Overview form
- Program Budget form
- Program Service form (POS Only)
- Consumer Demographics form

\*Indicates Required Field

### Link to Program Service Records

Click Add to link to the Program Service record for this program application to auto-populate the Service, Units and Unduplicated Individuals for each Program Service.

**Link to Program Service**

Program Service	Record Lock	Link Info
Indicate Proposed Service (...)		Active   Date
Mental Health Counseling Services (Individual)		<input checked="" type="checkbox"/> Added on 07/18/2016

Total Active Links:1, Total Deactivated Links:0, Current Active Links:1, Current Deactivated Links:0

### Program Service 1

**Program Service (1)**  
Mental Health Counseling Services (Individual)

### Program Service 1 - Outputs

Units (1)	Unit Measure (1)	Unduplicated Individuals (1)
750	One Hour	150

### Program Service 1 - Outcomes

Outcome (1-1)	Indicator (1-1)	Method of Measurement (1-1)
Participating consumers will improve in their ability to function on a daily basis during/post treatment services.	85% of consumers will self report improvement in their ability to function in daily life.	Consumers will be asked to complete an evaluation form during the third week of each month and at discharge of programming. Questions specific to daily functioning are included on this evaluation form.
<b>Additional Outcome (1-2)</b> Participating consumers will benefit from mental health counseling services by meeting personal and treatment goals identified in their individualized wellness plan.	<b>Additional Indicator (1-2)</b> 75% of consumers will benefit from mental health counseling and make progress towards established treatment goals.	<b>Additional Method (1-2)</b> Benefit from individual mental health counseling will be measured by the discharge code completed by the therapist as well as any evidence based evaluation instruments, including DLA-20 (when applicable).
<b>Additional Outcome (1-3)</b> Text	<b>Additional Indicator (1-3)</b> Text	<b>Additional Method (1-3)</b> Text



<b>Additional Outcome (1-4)</b> Text	<b>Additional Indicator (1-4)</b> Text	<b>Additional Method (1-4)</b> Text
<b>Additional Outcome (1-5)</b> Text	<b>Additional Indicator (1-5)</b> Text	<b>Additional Method (1-5)</b> Text

**Program Service 1 - Narrative**

**Describe how each outcome is attributable to the program goals(s), as stated in the Program Overview section (1) (600 character limit)**  
 Consumer improvement in daily functioning and decreasing mental health symptoms is directly related to the overall improvement of health for Boone County residents. Services will be provided to residents, regardless of financial status or ability to pay for treatment programming.

**Describe and document any external factors or variables which may affect the proposed outcome(s) (1) (600 character limit)**  
 Compass Health is confident that if consumers stay engaged with programming, consumers will realize successful results. Clinical staff are trained to keep consumers engaged and active in treatment programming. Measurement tools, including the wellness plan, discharge code, evaluation forms and various evaluation instruments will be used to gauge clinical success.

**Provide a rationale for the measurement level(s) for each indicator (1) (600 character limit)**  
 Measurement levels are based on current clinical practices of the agency. Compass Health anticipates that actively engaged consumers will realize positive results from treatment, decreasing mental health symptoms and increasing overall daily functioning.

**Provide a rationale for each method of measurement (1) (600 character limit)**  
 Measurement tools are standardized for the system of care, based on national best clinical practice standards.

**Program Service 2**

**Program Service (2)**

**Program Service 2 - Outputs**

<b>Units (2)</b> 0	<b>Unit Measure (2)</b>	<b>Unduplicated Individuals (2)</b> 0
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**Program Service 2 - Outcomes**

<b>Outcome (2-1)</b> Text	<b>Indicator (2-1)</b> Text	<b>Method of Measurement (2-1)</b> Text
<b>Additional Outcome (2-2)</b> Text	<b>Additional Indicator (2-2)</b> Text	<b>Additional Method (2-2)</b> Text
<b>Additional Outcome (2-3)</b> Text	<b>Additional Indicator (2-3)</b> Text	<b>Additional Method (2-3)</b> Text
<b>Additional Outcome (2-4)</b> Text	<b>Additional Indicator (2-4)</b> Text	<b>Additional Method (2-4)</b> Text
<b>Additional Outcome (2-5)</b> Text	<b>Additional Indicator (2-5)</b> Text	<b>Additional Method (2-5)</b> Text

**Program Service 2 - Narrative**

**Describe how each outcome is attributable to the program goals(s), as stated in the Program Overview section (2) (600 character limit)**  
 Narrative

**Describe and document any external factors or variables which may affect the proposed outcome(s) (2) (600 character limit)**  
 Narrative

**Provide a rationale for the measurement level(s) for each indicator (2) (600 character limit)**  
 Narrative

**Provide a rationale for each method of measurement (2) (600 character limit)**  
 Narrative

**Program Service 3**

**Program Service (3)**

Psychiatry Services (including medication management)

**Program Service 3 - Outputs**

Units (3)	Unit Measure	Unduplicated Individuals (3)
768	Quarter Hour	125

**Program Service 3 - Outcomes**

Outcome (3-1)	Indicator (3-1)	Method of Measurement (3-1)
Participating consumers will improve in their ability to function on a daily basis during/post treatment services.	85% of consumers will self report improvement in their ability to function in daily life.	Consumers will be asked to complete an evaluation form during the third week of each month and at discharge of programming. Questions specific to daily functioning are included on this evaluation form.
<b>Additional Outcome (3-2)</b> Consumers actively engaged in psychiatry and medication management services will reduce psychiatric illness symptoms, resulting in improved daily functioning.	<b>Additional Indicator (3-2)</b> 75% of consumers receiving psychiatric treatment services (including medication management) will experience improvement in overall health and wellness and reduction in mental health/psychiatric symptoms.	<b>Additional Method (3-2)</b> Benefit from psychiatry services will be measured by the discharge code completed by the physician as well as any evidence based evaluation instruments. Further engagement in individual mental health counseling (coupled with psychiatry services) will be tracked for each consumer.
<b>Additional Outcome (3-3)</b> Text	<b>Additional Indicator (3-3)</b> Text	<b>Additional Method (3-3)</b> Text
<b>Additional Outcome (3-4)</b> Text	<b>Additional Indicator (3-4)</b> Text	<b>Additional Method (3-4)</b> Text
<b>Additional Outcome (3-5)</b> Text	<b>Additional Indicator (3-5)</b> Text	<b>Additional Method (3-5)</b> Text

**Program Service 3 - Narrative**

**Describe how each outcome is attributable to the program goals(s), as stated in the Program Overview section (3) (600 character limit)**

Consumer improvement in daily functioning and decreased mental health/psychiatric symptoms is directly related to the overall improvement of health for Boone County residents. Services will be provided to individuals, regardless of financial status or ability to pay for treatment programming. Compass Health psychiatry staff will ensure that consumers are connected to other available mental health services, including individual mental health counseling and care coordination services, to ensure improvement in health status for all participating consumers.

**Describe and document any external factors or variables which may affect the proposed outcome(s) (3) (600 character limit)**

For many consumers, psychiatric services are an effective treatment when coupled with individual mental health counseling and other health care programming. Psychiatry providers will work with each consumer to develop a wellness plan that fits the unique health care needs of the presenting consumer. Psychiatrists will encourage consumers to receive additional health care services, fully supporting their journey of obtaining a healthy lifestyle.

**Provide a rationale for the measurement level(s) for each indicator (3) (600 character limit)**

Measurement levels are based on current clinical practices of the agency. Compass Health anticipates that actively engaged consumers will realize positive results from treatment, decreasing mental health symptoms and increasing overall daily functioning.

**Provide a rationale for each method of measurement (3) (600 character limit)**

Measurement levels are based on current clinical practices of the agency. Compass Health anticipates that actively engaged consumers will realize positive results from treatment, decreasing mental health symptoms and increasing overall daily functioning.

**Program Service 4**

**Program Service (4)**

Onsite Assessment / Evaluation / Brief Clinical Intervention / Care Coordination (Comprehensive Health Care Delivery)

**Program Service 4 - Outputs**

Units (4)	Unit Measure (4)	Unduplicated Individuals (4)
4160	One Hour	200

**Program Service 4 - Outcomes**

<p><b>Outcome (4-1)</b> Identified consumers will receive an onsite assessment (at multiple community locations) and brief clinical intervention followed with referral to Compass Health for comprehensive behavioral health care service delivery.</p>	<p><b>Indicator (4-1)</b> 80% of consumers will engage in treatment programming offered by Compass Health, after the initial assessment is conducted.</p>	<p><b>Method of Measurement (4-1)</b> Patient tracking information, including referral and active engagement in mental health counseling and/or psychiatry services (supported through this pilot project), or other services provided by Compass Health and/or community providers.</p>
<p><b>Additional Outcome (4-2)</b> Consumer will engage in mental health, psychiatry or other required services to achieve and sustain optimal health and wellness.</p>	<p><b>Additional Indicator (4-2)</b> 75% of consumers who engage in services post assessment and care coordination services (including engagement in Compass Health comprehensive health care services) will experience improvement in overall health and wellness and reduction in mental health/psychiatric symptoms.</p>	<p><b>Additional Method (4-2)</b> Benefit from comprehensive onsite assessment and care coordination activities will be tracked in the consumers individualized wellness plan. This plan will include all measurement results, including discharge code summary and results from administered clinical measurement tools.</p>
<p><b>Additional Outcome (4-3)</b> Text</p>	<p><b>Additional Indicator (4-3)</b> Text</p>	<p><b>Additional Method (4-3)</b> Text</p>
<p><b>Additional Outcome (4-4)</b> Text</p>	<p><b>Additional Indicator (4-4)</b> Text</p>	<p><b>Additional Method (4-4)</b> Text</p>
<p><b>Additional Outcome (4-5)</b> Text</p>	<p><b>Additional Indicator (4-5)</b> Text</p>	<p><b>Additional Method (4-5)</b> Text</p>

**Program Service 4 - Narrative**

**Describe how each outcome is attributable to the program goals(s), as stated in the Program Overview section (4) (600 character limit)**  
Consumer improvement in daily functioning and decreased mental health/psychiatric symptoms is directly related to the overall improvement of health for Boone County residents. Services will be provided to individuals, regardless of financial status or ability to pay for treatment programming. Consumers will be identified and assessed at partnering community agencies (including ER's, etc.). Through onsite assessment and care coordination activities, Compass Health increase engagement rates in treatment for high need, underserved Boone County residents.

**Describe and document any external factors or variables which may affect the proposed outcome(s) (4) (600 character limit)**  
As highlighted within the narrative response, success of the outreach specialist position will be dependent on referring agencies. Specifically those community agencies and local hospital systems (emergency room departments) where consumers may show up in crisis requiring health care intervention. At the time the consumer presents for services, the community agency will need to contact Compass Health to receive onsite assessment and brief intervention/care coordination services for the presenting consumer.

**Provide a rationale for the measurement level(s) for each indicator (4) (600 character limit)**  
Measurement levels are based on current clinical practices of the agency. Compass Health anticipates that actively engaged consumers will realize positive results from treatment, decreasing mental health symptoms and increasing overall daily functioning. Compass Health has a wealth of experience in emergency room diversion programming as well as community based care coordination services. This experience and knowledge will be applied to the proposed pilot programming, ensuring successful program implementation and operation within Boone County, Missouri.

**Provide a rationale for each method of measurement (4) (600 character limit)**  
Measurement levels are based on current clinical practices of the agency. Compass Health anticipates that actively engaged consumers will realize positive results from treatment, decreasing mental health symptoms and increasing overall daily functioning.

**Program Service 5**

**Program Service (5)**  
Narrative

**Program Service 5 - Outputs**

Units (5)	Unit Measure(5)	Unduplicated Individuals (5)
0	Narrative	0

**Program Service 5 - Outcomes**

<p><b>Outcome (5-1)</b> Text</p>	<p><b>Indicator (5-1)</b> Text</p>	<p><b>Method of Measurement (5-1)</b> Text</p>
<p><b>Additional Outcome (5-2)</b> Text</p>	<p><b>Additional Indicator (5-2)</b> Text</p>	<p><b>Additional Method (5-2)</b> Text</p>
<p><b>Additional Outcome (5-3)</b> Text</p>	<p><b>Additional Indicator (5-3)</b> Text</p>	<p><b>Additional Method (5-3)</b> Text</p>
<p><b>Additional Outcome (5-4)</b> Text</p>	<p><b>Additional Indicator (5-4)</b> Text</p>	<p><b>Additional Method (5-4)</b> Text</p>

<b>Additional Outcome (5-5)</b> Text	<b>Additional Indicator (5-5)</b> Text	<b>Additional Method (5-5)</b> Text
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**Program Service 5 - Narrative**

**Describe how each outcome is attributable to the program goals(s), as stated in the Program Overview section (5) (600 character limit)**  
Narrative

**Describe and document any external factors or variables which may affect the proposed outcome(s) (5) (600 character limit)**  
Narrative

**Provide a rationale for the measurement level(s) for each indicator (5) (600 character limit)**  
Narrative

**Provide a rationale for each method of measurement (5) (600 character limit)**  
Narrative

**Program Service 6**

**Program Service 6**  
Narrative

**Program Service 6 - Outputs**

<b>Units (6)</b> 0	<b>Unit Measure (6)</b> Narrative	<b>Unduplicated Individuals (6)</b> 0
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**Program Service 6 - Outcomes**

<b>Outcome (6-1)</b> Text	<b>Indicator (6-1)</b> Text	<b>Method of Measurement (6-1)</b> Text
<b>Additional Outcome (6-2)</b> Text	<b>Additional Indicator (6-2)</b> Text	<b>Additional Method (6-2)</b> Text
<b>Additional Outcome (6-3)</b> Text	<b>Additional Indicator (6-3)</b> Text	<b>Additional Method (6-3)</b> Text
<b>Additional Outcome (6-4)</b> Text	<b>Additional Indicator (6-4)</b> Text	<b>Additional Method (6-4)</b> Text
<b>Additional Outcome (6-5)</b> Text	<b>Additional Indicator (6-5)</b> Text	<b>Additional Method (6-5)</b> Text

**Program Service 6 - Narrative**

**Describe how each outcome is attributable to the program goals(s), as stated in the Program Overview section (6) (600 character limit)**  
Narrative

**Describe and document any external factors or variables which may affect the proposed outcome(s) (6) (600 character limit)**  
Narrative

**Provide a rationale for the measurement level(s) for each indicator (6) (600 character limit)**  
Narrative

**Provide a rationale for the measurement level(s) for each indicator (6) (600 character limit)**  
Narrative

**Program Service 7**

**Program Service (7)**  
Narrative

**Program Service 7 - Outputs**

Unit (7)	Unit Measure (7)	Unduplicated Individuals (7)
0	Narrative	0

**Program Service 7 - Outcomes**

Outcome (7-1)	Indicator (7-1)	Method of Measurement (7-1)
Text	Text	Text
<b>Additional Outcome (7-2)</b>	<b>Additional Indicator (7-2)</b>	<b>Additional Method (7-2)</b>
Text	Text	Text
<b>Additional Outcome (7-3)</b>	<b>Additional Indicator (7-3)</b>	<b>Additional Method (7-3)</b>
Text	Text	Text
<b>Additional Outcome (7-4)</b>	<b>Additional Indicator (7-4)</b>	<b>Additional Method (7-4)</b>
Text	Text	Text
<b>Additional Outcome (7-5)</b>	<b>Additional Indicator (7-5)</b>	<b>Additional Method (7-5)</b>
Text	Text	Text

**Program Service 7 - Narrative**

**Describe how each outcome is attributable to the program goals(s), as stated in the Program Overview section (7) (600 character limit)**  
 Narrative

**Describe and document any external factors or variables which may affect the proposed outcome(s) (7) (600 character limit)**  
 Narrative

**Provide a rationale for the measurement level(s) for each indicator (7) (600 character limit)**  
 Narrative

**Provide a rationale for each method of measurement (7) (600 character limit)**  
 Narrative

**Program Service 8**

**Program Service (8)**  
 Narrative

**Program Service 8 - Outputs**

Units (8)	Unit Measure (8)	Unduplicated Individuals (8)
0	Narrative	0

**Program Service 8 - Outcomes**

Outcome (8-1)	Indicator (8-1)	Method of Measurement (8-1)
Text	Text	Text
<b>Additional Outcome (8-2)</b>	<b>Additional Indicator (8-2)</b>	<b>Additional Method (8-2)</b>
Text	Text	Narrative
<b>Additional Outcome (8-3)</b>	<b>Additional Indicator (8-3)</b>	<b>Additional Method (8-3)</b>
Text	Text	Text
<b>Additional Outcome (8-4)</b>	<b>Additional Indicator (8-4)</b>	<b>Additional Method (8-4)</b>
Text	Text	Text
<b>Additional Outcome (8-5)</b>	<b>Additional Indicator (8-5)</b>	<b>Additional Method (8-5)</b>
Text	Text	Text

**Program Service 8 - Narrative**

**Describe how each outcome is attributable to the program goals(s), as stated in the Program Overview section (8) (600 character limit)**  
 Narrative

**Describe and document any external factors or variables which may affect the proposed outcome(s) (8) (600 character limit)**  
 Narrative

**Provide a rationale for the measurement level(s) for each indicator (8) (600 character limit)**  
 Narrative

**Provide a rationale for each method of measurement (8) (600 character limit)**  
 Narrative

**Program Service 9**

**Program Service (9)**  
 Narrative

**Program Service 9 - Outputs**

Units (9)	Unit Measure (9)	Unduplicated Individuals
0	Narrative	0

**Program Service 9 - Outcomes**

Outcome (9-1)	Indicator (9-1)	Method of Measurement (9-1)
Text	Text	Text
<b>Additional Outcome (9-2)</b>	<b>Additional Indicator (9-2)</b>	<b>Additional Method (9-2)</b>
Text	Text	Text
<b>Additional Outcome (9-3)</b>	<b>Additional Indicator (9-3)</b>	<b>Additional Method (9-3)</b>
Text	Text	Text
<b>Additional Outcome (9-4)</b>	<b>Additional Indicator (9-4)</b>	<b>Additional Method (9-4)</b>
Text	Text	Text
<b>Additional Outcome (9-5)</b>	<b>Additional Indicator (9-5)</b>	<b>Additional Method (9-5)</b>
Text	Text	Notes

**Program Service 9 - Narrative**

**Describe how each outcome is attributable to the program goals(s), as stated in the Program Overview section (9) (600 character limit)**  
 Narrative

**Describe and document any external factors or variables which may affect the proposed outcome(s) (9) (600 character limit)**  
 Narrative

**Provide a rationale for the measurement level(s) for each indicator (9) (600 character limit)**  
 Narrative

**Provide a rationale for each method of measurement (9) (600 character limit)**  
 Narrative

**Program Service 10**

**Program Service (10)**  
 Narrative

**Program Service 10 - Outputs**

Units (10)	Unit Measure (10)	Unduplicated Individuals (10)
0	Narrative	0

**Program Service 10 - Outcomes**

<b>Outcome (10-1)</b> Text	<b>Indicator (10-1)</b> Text	<b>Method of Measurement (10-1)</b> Text
<b>Additional Outcome (10-2)</b> Text	<b>Additional Indicator (10-2)</b> Narrative	<b>Additional Method (10-2)</b> Text
<b>Additional Outcome (10-3)</b> Text	<b>Additional Indicator (10-3)</b> Text	<b>Additional Method (10-3)</b> Text
<b>Additional Outcome (10-4)</b> Text	<b>Additional Indicator (10-4)</b> Text	<b>Additional Method (10-4)</b> Text
<b>Additional Outcome (10-5)</b> Text	<b>Additional Indicator (10-5)</b> Text	<b>Additional Method (10-5)</b> Text

**Program Service 10 - Narrative**

- Describe how each outcome is attributable to the program goals(s), as stated in the Program Overview section (10) (600 character limit)**  
Narrative
- Describe and document any external factors or variables which may affect the proposed outcome(s) (10) (600 character limit)**  
Narrative
- Provide a rationale for the measurement level(s) for each indicator (10) (600 character limit)**  
Narrative
- Provide a rationale for each method of measurement (10) (600 character limit)**  
Narrative

**System Fields**



**BOONE COUNTY, MISSOURI**

**Request for Proposal #: 35-20JUL16 – Mental Health Purchase of Service Contracts**

**ADDENDUM #1 - Issued June 21, 2016**

This addendum is issued in accordance with the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's response.

Specifications for the above noted Request for Proposal 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.

The County has received the following questions and is providing a response below:

**Question 1: Our organization currently serves multiple community mental health centers in Missouri and we have extensive behavioral health resources here. In addition, we meet all the minimum eligibility requirements except for the Federal 990 submission. We do not directly file a Federal 990 annually; however, our parent company has an entity which does file a Federal 990 annually. Does this meet the minimum eligibility requirement?**

**Response:** If you are not required by law to file a 990, we will waive the minimum eligibility requirement.

**Question 2: Until January of this year the Re Entry Group Inc. was not a 501c3 and not funded. Because of this we will not have our first audited I-9 and finance records until Jan 2017. Will this disqualify us from applying for POS ?**

**Response:** If an audit was not required prior to submission of a proposal, and your proposal is selected for funding, we will contract contingent upon the January 2017 audit.

By:

**Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing**

BIDDER has examined **Addendum #1** to Request for Bid # **35-20JUL16 – Mental Health Purchase of Service Contracts** receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_





## COUNTY OF BOONE - MISSOURI

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**REQUEST FOR PROPOSAL (RFP) #: 35-20JUL16**  
**Mental Health Purchase of Service Contracts**  
**Boone County Community Health Fund**  
**2016 Application**

**RFP TIMELINE:**

<b>Important Events</b>	<b>Location</b>	<b>Dates</b>
Issue - Release Date	Boone County Purchasing 613 E. Ash St, Room 110 Columbia, MO 65201	<b>June 1, 2016</b>
Written Questions Due By	<a href="mailto:mbobbitt@boonecountymo.org">mbobbitt@boonecountymo.org</a>	<b>July 6, 2016</b> <b>5:00 p.m. Central Time</b>
Pre-Proposal Conference - Information Session	Boone County Commission Chambers 801 E. Walnut Columbia, MO 65201	<b>June 8, 2016</b> <b>3:30 p.m. Central Time</b>
Response Submission Deadline	Apricot by CTK® on-line system	<b>July 20, 2016</b> <b>5:00 p.m. Central Time</b>
Proposal Opening – Names of Offerors Read Aloud	Boone County Commission Chambers 801 E. Walnut Columbia, MO 65201	<b>July 21, 2016</b> <b>1:30 p.m. Central Time</b>

**CONTACT INFORMATION:**

Boone County Purchasing  
Boone County Annex  
613 E. Ash, Rm. 110, Columbia, MO 65201

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
Phone: (573) 886-4391 Fax: (573) 886-4390  
Email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**BID #: 35-20JUL16 – Mental Health Purchase of Service Contracts**

A pre-proposal conference has been scheduled for **June 8, 2016, at 3:30 p.m.** central time in the Boone County Commission Chambers, 801 E. Walnut Street, Columbia, Missouri.

Proposals will be accepted until **5:00 p.m. central time on July 20, 2016** via the on-line application system, Apricot by CTK®.

The Request for Proposal is scheduled to be **opened shortly after 1:30 p.m. on July 21, 2016** in the Boone County Commission Chambers, 801 E. Walnut St., Columbia, Missouri.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org). A copy may also be downloaded from our web page at [www.showmeboone.com](http://www.showmeboone.com). Select Purchasing / Current Bids / 35-20JUL16

Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPO, CPPB

Director, Boone County Purchasing

Insertion: June 1, 2016

COLUMBIA MISSOURIAN

## **1. INSTRUCTIONS AND GENERAL CONDITIONS**

### **1.1 Delivery of Proposals:**

Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received via the on-line application system, Apricot by CTK<sup>®</sup> until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) If you have obtained this RFP document from our web page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addendums if we do not have you on our Vendor list for this RFP.
- b) The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- c) Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
- d) No negotiations, decisions, or actions shall be initiated by any agency as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.

### **1.2. Ambiguity, Conflict, or Other Errors in the RFP:**

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify the Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the proposal or it shall be waived.
- c) Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the presentation of their proposal and/or participation in any discussions or negotiations.

**1.3. Rejection of Proposals:**

The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsiveness.

**1.4. Acceptance of Proposals:**

The County will accept for evaluation all proposals that are submitted properly and are responsive to the RFP. However, the County reserves the right to request clarifications or corrections to proposals.

**1.5. Requests for Clarification of Proposals:**

Requests by the Purchasing Department for clarification of proposals shall be in writing.

**1.6. Validity of Proposals:**

Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.

**1.7. Receipt and Opening of Advertised, Sealed Proposals:** The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.

- a) Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful organization's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.
- b) Offeror's names will be read aloud during the Boone County Commission meeting in the Boone County Commission Chambers, 801 E. Walnut Street, Columbia, MO 65201, June 21, 2016 at 1:30 p.m. Central Time. RFP opening listing proposer's names will be posted on the County web page following the opening at [www.showmeboone.com](http://www.showmeboone.com). Select "Purchasing", then "2015 Bid Tabulations".
- c) Proposal responses are due by June 20, 2015 at 5:00 p.m. No late proposals will be accepted.

**1.8. Withdrawal of Proposals:**

Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:

- a) **Withdrawal:** Permission to allow an Offeror to withdraw their proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

## **2. INTRODUCTION AND GENERAL INFORMATION**

### **2.1 Introduction:**

- 2.1.1. This document constitutes a request for competitive, sealed proposals for the furnishing of mental health services to address community health needs.
- 2.1.2. Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following sections:
- 1) Instructions and General Conditions
  - 2) Introduction and General Information
  - 3) Project Information and Requirements
  - 4) Application Information
  - 5) Organization Information – on-line
  - 6) Organization Financial Information and Budget Narrative – on-line
  - 7) Program Overview – on-line
  - 8) Program Services – on-line
  - 9) Program Budget Worksheet and Narrative – on-line
  - 10) Program Consumer Demographics – on-line
  - 11) Program Performance Measures Information Section – on-line
  - 12) Attachment A - Agency Assurance Sheet
  - 13) Attachment B - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
  - 14) Attachment C - Work Authorization Certification

**2.2. Guideline for Written Questions:**

- 2.2.1. All questions regarding this Request for Proposal should be submitted in writing, prior to the pre-proposal conference, no later than 5:00 p.m., July 6, 2016. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPO, CPPB, Director of Purchasing. All such questions will be discussed at the pre-proposal conference and answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet and register as a Vendor for this RFP.

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201  
Phone: (573) 886-4391 Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)

**2.3. Pre-Proposal Conference**

- 2.3.1 To assist interested Offerors in preparing a thorough proposal, a pre-proposal conference has been scheduled for June 8, 2016 at 3:30 p.m. Central Time in the Boone County Commission Chambers, 801 E. Walnut Street, Columbia, Missouri 65201.
- 2.3.2. All potential Offerors are **strongly** encouraged to attend this conference in order to ask questions and provide comment on the Request for Proposal. Attendance is not mandatory to submit a response; however, Offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Minutes of the pre-proposal conference will not be recorded or published. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 2.3.3. Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

**2.4. Term; Termination of Contract Agreement:**

- 2.4.1. The initial term of the resulting contract agreement from this Request for Proposal for a Purchase of Service program will be negotiated. The negotiated contract may have an option for renewal.
- 2.4.2. The resulting contract agreement may be terminated by the County upon 15 days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In addition, the contract agreement may be terminated at will by the County upon at least 30 days prior written notice to the Contractor.

### **3. PROJECT INFORMATION AND REQUIREMENTS**

#### **3.1. Project Description:**

The County of Boone – Missouri, hereafter referred to as the *County*, hereby solicits formal written proposals from eligible organizations for the provision and delivery of mental health services throughout Boone County to address community health needs.

#### **3.2. Background:**

As part of an amendment to the lease agreement between Boone County Hospital and Barnes Jewish Christian dated December 27, 2006, the County of Boone receives \$500,000 annually for the purposes of addressing community health needs, as determined by the Boone County Commission.

#### **3.3. Purpose Statement:**

The County desires to support the greatest possible level of independence and self-sufficiency of Boone County residents by promoting their physical, mental and social well-being to cultivate a safe and healthy community.

#### **3.4. Funding Goals:**

This RFP seeks proposal applications which address community health needs, specifically through the provision of mental health services, and clearly demonstrate an impact on need(s)/population(s) identified by one or more of the following resources:

- Boone Hospital's Community Health Needs Assessment:  
[http://assets.thehcn.net/content/sites/boone/Boone\\_Hospital\\_Center\\_CHNA.pdf](http://assets.thehcn.net/content/sites/boone/Boone_Hospital_Center_CHNA.pdf)
- County Health Rankings (Boone):  
<http://www.countyhealthrankings.org/app/missouri/2016/rankings/boone/county/outcomes/overall/snapshot>
- Columbia/Boone County Community Health Assessment:  
<http://www.como.gov/health/about-us/publications/>
- Community Input Report created for Boone County Children's Services Board:  
[http://www.showmeboone.com/communityservices/common/pdf/Community\\_Input\\_Report\\_Final.pdf](http://www.showmeboone.com/communityservices/common/pdf/Community_Input_Report_Final.pdf)

#### **3.5. Minimum Eligibility Requirements:**

Agencies must, at a minimum, meet the following criteria to be eligible for funding:

- Any tax-exempt, not organized for profit agency or governmental entity
- Be in good standing with the state of Missouri
- Conduct an annual independent financial audit
- File a Federal 990 annually
- Be certified, accredited or licensed in the services for which funds are requested
- Require annual background checks, including child abuse and neglect screenings on all employees and volunteers if the employees or volunteers work directly with children
- Refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with all

applicable provisions of Federal and State laws which prohibit discrimination in employment and the delivery of services

- Comply with RSMo §285.530 in that they shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri

### **3.6. Funding Available**

There is a total of \$250,000.00 available for purchase of mental health services that address community health needs. Applications for funding for purchase of services should expand availability of services currently offered in Boone County or make available a service that does not currently exist in Boone County.

### **3.7. Scope of Work and Deliverables:**

Offeror shall demonstrate in their proposal response how they propose to deliver and provide mental health services as outlined in the information required in the following online application:

- 3.7.1. **Program Overview:** Information on the Statement of Issue Being Addressed, Target Population, Description of Program Service(s), Program Service Need, and Program Personnel.
- 3.7.2. **Program Services:** Information on each type of Program Service that will be offered including Unit Measure, Unit Rate, Number of Units of Service to be Provided, Number of Unduplicated Individuals to be Served, Average Number of Units of Service per Unduplicated Individual, Average Cost of Service per Individual, Amount Requested, and Proposed Number of Units of Service.
- 3.7.3. **Program Budget Worksheet and Narrative:** Information and narrative on the Revenue and Expenses for this program including the Personnel and Non Personnel Costs and the Number of Direct Program Staff to be utilized.
- 3.7.4. **Program Consumer Demographics:** Information on the demographic information of the program including information on Residence, Race/Ethnicity, Gender, Income, and Age.
- 3.7.5. **Program Performance Measures Information Section:** Information on each proposed Program Service that will include the Outputs, Outcomes, Indicators, and Method of Measurement for each service.

### **3.8. Contractor Agency Requirements:**

- 3.8.1. **Boone County 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. 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.

**Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly



to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

**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 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 by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

The Contractor shall provide the County with proof of General Liability and Property Damage Insurance with the County as additional 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 limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to the Contractor.

The Contractor is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

**Commercial Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

- 3.8.2. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not,

however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- 3.8.3. **Subcontracts:** The Contractor may enter into subcontracts for components of the purchase of service as the contract as the Contractor deems necessary to comply with the terms of the contract. All such subcontracts require the prior written approval of the County or their designated representative.
- 3.8.4. In performing all services under the resulting contract agreement, the Contractor shall comply with all local, state and federal laws.

#### **4. APPLICATION INFORMATION**

##### **4.1. Narrative**

The County utilizes a web-based funding management system through which proposals in response to this Request for Proposals must be submitted.

To access the funding management system:

**New Users:** To create an account contact the Community Services Department at:

Email: [communityservices@boonecountymmo.org](mailto:communityservices@boonecountymmo.org)

Address: 605 E. Walnut, Columbia, MO 65203

Phone: 573-886-4298

**Returning Users:** Access <https://ctk.apricot.info/auth>, sign in, click on the Application Overview and click "Open – Click Here to Apply" under the application titled Community Health Fund – Mental Health Services. You will be directed to the Proposal Cover Sheet. For the Fund Source, please select Community Health/Medical Fund - POS. To complete the proposal, click on View Folder to access the forms.

##### **4.2. Submission of Proposal**

- 4.2.1. Proposals must be submitted by 5:00 p.m. on July 20, 2016 via the on-line system, Apricot by CTK®
- 4.2.2. To facilitate the evaluation process, the Offeror must complete each of the distinctive sections of the RFP described herein.
- 4.2.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the RFP sections, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.2.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. The Offeror may contact the Community Services Department for assistance with the on-line application system. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**4.3. Competitive Negotiation of Proposals:**

The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

4.3.1. Negotiations may be conducted in person, in writing, or by telephone.

4.3.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

4.3.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

4.3.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.3.5. The County may request presentations or interviews by Offerors, and carry out negotiations for the purpose of obtaining best and final offers. Attendance cost for presentations/interviews at the Boone County designated location shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.3.6. The County reserves the right to contact any references to obtain without limitation, information regarding the Offeror's performance on previous projects.

**ATTACHMENT A**

**AGENCY ASSURANCE SHEET**

**(Please complete and return with Proposal Response)**

I, the undersigned, certify that the statements in this request for funding proposal application are true and complete to the best of my knowledge, and accept, as to any funds awarded, the obligation to comply with the conditions specified in the funding award and contract.

I, the undersigned, certify that in addition to the conditions mentioned above, will maintain accepted accounting procedures to provide for accurate and timely recording of receipt of funds, expenditures, and of unexpended balances. I, the undersigned, further certify I have and will make available, upon request, the following documentation for accuracy and validity:

- Certificate of Corporate Good Standing
- Agency Strategic Plan
- Agency Policy of Non-Discrimination
- Agency Policy for Screening of Staff and Volunteers for Child Abuse and Neglect (If applicable)
- Agency Statement of Confidentiality

\_\_\_\_\_  
Printed Name - Agency Executive Director/President/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Agency Executive Director/President/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name - Agency Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Agency Board Chair

\_\_\_\_\_  
Date

## ATTACHMENT B

**(Please complete and return with Proposal Response)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

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

---

Name and Title of Authorized Representative

---

Signature

---

Date



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}  
} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

6th

day of December

20 16


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 City of San Jose Cooperative Contract 14-15-01 with B&H Photo, Video and Pro-Audio of New York, NY for Computer, Peripherals, Hardware and Software.

This is a Term and Supply contract and the terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement for Computer, Peripherals, Hardware and Software.

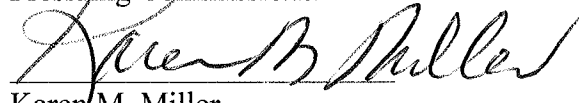
Done this 6th day of December, 2016.

ATTEST:

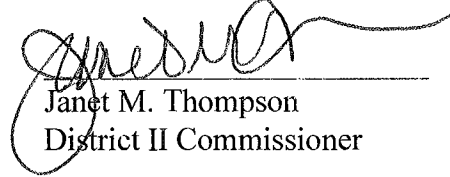
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

551-2016

# Boone County Purchasing

**Jacob M. Garrett**  
Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission

**FROM:** Jacob M. Garrett, Buyer

**DATE:** November 29, 2016

**RE:** Cooperative Contract: *14-15-01 – Computer, Peripherals, Hardware, and Software*

Purchasing and the Boone County Sheriff Department requests permission to put in place the City of San Jose cooperative contract *14-15-01 - Computer, Peripherals, Hardware and Software* with B&H Photo, Video and Pro-Audio of New York, New York.

This is a Term and Supply contract in effect through June 30, 2017.

**cc:** Leasa Quick, Sheriff Department  
Gary German, Sheriff Department  
Contract File



**PURCHASE AGREEMENT  
FOR  
14-15-01 – COMPUTER, PERIPHERALS, HARDWARE AND SOFTWARE  
(Sheriff Department: license plate readers, car cameras, mugshot cameras, patrol car laptops)**

**THIS AGREEMENT** dated the 6th day of December 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **B&H Foto and Electronics, Corp. D/B/A B&H Photo Video and Pro Audio**, 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 Computer, Peripherals, Hardware and Software, the City of San Jose cooperative bid and contract number 14-15-01, 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 contract file for this agreement if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the City of San Jose cooperative bid and Contract 14-15-01, and Boone County Standard Terms and Conditions shall prevail and control over Vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to provide at its own expense all labor, materials, and equipment called for in the bid for Computer, Peripherals, Hardware, and Software to County as needed, and to perform all work required in accordance with contract 14-15-01 and per requirements and pricing as set forth in the contract agreement with the City of San Jose.

3. **Delivery** - Vendor shall deliver the services and associated products specified herein to Boone County location(s) to be identified during the contract period. Services must be completed **within 30 days** after receipt of order.

4. **Contract Duration** – This agreement shall commence on the date of Commission Order written above and extend through June 30, 2017 with an additional five year renewal option per contract 14-15-01 and subject to the provisions of termination specified below.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the vendor's 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. Invoices must reference Contract 14-15-01 and be itemized in accordance with items listed on the purchase order. The County agrees to pay all invoices for completed work within thirty days of receipt of correct invoice and accompanying required affidavits and payroll records. 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

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.

**B & H FOTO AND ELECTRONICS, CORP.  
D/B/A B&H PHOTO VIDEO AND PRO AUDIO**

**BOONE COUNTY, MISSOURI**

by [Signature]  
title [Signature]

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

APPROVED AS TO FORM:  
[Signature]  
County Counselor

ATTEST:  
[Signature]  
Wendy S. Noren, County Clerk

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] 11/30/16  
Signature Date Term & Supply  
Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



**REQUEST FOR PROPOSAL  
RFP 14-15-01**

**Technology Store  
(Computer Peripherals, Hardware and Software)**

**March 30, 2015**

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## **1 INTRODUCTION**

- 1.1** The City of San José (“City”) intends to award multiple contracts to establish a pool of Technology Store Vendors for the procurement of computer equipment, peripherals, supplies, hardware and software (“Technology”) on an “as-needed” basis.
- 1.2** City departments will utilize the Technology Store vendors to purchase their Technology requirements directly from the selected vendor(s) with delivery to the end-user’s location. The goal of this process is to simplify the acquisition, delivery and invoice process for Technology equipment. The vendor will be required to work closely with the end-users to provide pre-sale and post-sale support, product pricing and technical information, samples or demonstrations and help desk.
- 1.3** The Technology equipment and quantities are listed in Attachment B -1 (Hardware) and B-2 (Software) - Cost Forms. Quantities shown are the City’s best estimate of the annual requirements for the listed items. All Technology equipment purchased under the Agreement will be purchased on an “as needed” basis by individual City departments. The total Technology expenditure per year is estimated to be approximately \$1,000,000. The term of the agreement will be for an initial one year term, the City reserves the right to exercise up to five (5) additional one-year options.

Note: Desktop Computers/Monitors, Laptops and Tablets, Servers, Microsoft Software are NOT part of this RFP and the resulting contracts. These items are under separate contracts.

- 1.4** Please refer to Attachment A for a detailed statement of requirements.

## **2 PROJECT GOALS AND OBJECTIVES**

- 2.1** To provide City Departments with a quick and efficient process of purchasing technology products in a timely manner.

## **3 MINIMUM QUALIFICATIONS**

A Proposer will be considered “non-responsive” to this RFP and will be disqualified from further consideration if any of the following minimum qualifications are not met:

- 3.1** Proposer must have at least five (5) years of experience providing general technology equipment to public agencies comparable in size and/or requirement to the City. The years of experience must be demonstrated in the Cover Letter detailing company’s experience, number of years providing computer related equipment and software.
- 3.2** Proposer shall provide three (3) references using Attachment D, Previous Customer Reference Worksheet, from customers of comparable size and scope as the City that would substantiate vendors experience and expertise.

3.2.1 Note. References shall be evaluated and scored as part of the “Experience” evaluation criteria as described in the RFP.



#### **4 COMPLETE RFP**

This document describes the goals and objectives of this procurement, the RFP process, and RFP provisions. In addition, the following attachments, exhibits and / or appendices are included:

##### **ATTACHMENTS:**

<b>Attachment Number</b>	<b>Title</b>
A	Statement of Requirements
B -1 & B-2	Cost Proposal Forms
C	Proposal Certification Form
D	Previous Customer Reference Form
E	Local / Small Business Enterprise Preference Request
F	Purchase Order Terms and Conditions

#### **5 PROCUREMENT TIMELINE**

<b>Date</b>	<b>Time</b>	<b>Event</b>
March 30, 2015	5:00pm (Pacific Time)	RFP Released
April 8, 2015	5:00pm (Pacific Time)	Deadline for submittal of any Proposer's objections and questions
April 15, 2015	5:00pm (Pacific Time)	Deadline for City's response to Proposer's written questions
April 22, 2015	5:00pm (Pacific Time)	Proposals Due

#### **6 CONTACT INFORMATION**

City of San José Finance / Purchasing, 14 <sup>th</sup> Floor 200 E. Santa Clara St. San José, CA 95113 Attn: Helen Hoang  Phone: 408-535-7048 Fax: 408-292-6480 E-mail: <a href="mailto:helen.hoang@sanjoseca.gov">helen.hoang@sanjoseca.gov</a>
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## **8 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES**

Please submit all questions by the deadline indicated in the procurement timeline, Section 5. The City will provide a written response to all pertinent questions in the form of an Addendum.

## **9 OBJECTIONS**

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to the purchasing contact identified in Section 6 prior to the submission deadline for Questions and Answers. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

## **10 SUBMISSION OF PROPOSALS**

**10.1** Submit one (1) original and two copies of the technical proposal clearly marked as such. The outside of the box or package and the cover or title page of each proposal shall be marked as follows: RFP 14-15-01, Technology Store. In addition, include an electronic copy of your proposal on a CD, DVD or USB in .pdf format.

**10.2** Submit one (1) original and one (1) copy of your cost proposal (Attachment B1 & B2) in a separate sealed envelope clearly marked on the outside: RFP 14-15-01, Technology Store. Include an electronic copy on the CD, DVD or USB.

**10.3** Refer to the procurement timeline in Section 5 and 6 for due dates and delivery locations.

**10.4** All Proposals shall be submitted as hard copy bound documents. The Original hard copy version of the proposal will be considered the official proposal submission.

**10.5** Hard-copy RFP documents are to be printed on paper that contains a minimum of 30% PCW, Chlorine Free. 100% PCW, Chlorine Free is preferred.

**10.6** All pages shall be sequentially numbered and a table of contents shall be

provided.

**10.7** The font size on each page shall be 11-point Times New Roman or Arial font.

**10.8** The pages shall be double-sided with a maximum of one-and-one-half (1 ½) line spacing.

## **11 LATE PROPOSALS**

Late proposals shall be rejected and returned to the proposer. This deadline is absolute and proposals received after the due date and time shall not be considered. Proposers must select a method of delivery that ensures proposals will be delivered to the correct location by the due date and time.

## **12 RESPONSE DOCUMENTS / SUBMISSION REQUIREMENTS**

In order to expedite the evaluation process, each Proposal shall be organized in accordance with this section. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores, or if found to be non-responsive, be disqualified. In the event of any conflict between any of the Proposal documents, resolution thereof shall be in the City's sole discretion. Proposals shall include the following information in the format indicated

### **12.1 COVER LETTER**

Include a transmittal letter identifying the Proposer's firm and the proposal package being submitted. Include the number of years of providing similar services as required under the Minimum Qualification Section 3. Also, include other important general information that is deemed significant enough to be highlighted. The letter shall provide the name, title, address, telephone number, and fax number of the individual authorized to contractually bind the firm and be signed by the authorized individual.

### **12.2 EXECUTIVE SUMMARY**

Include a summary containing highlights of the proposal, describing how the Proposal will meet the requirements of the RFP, including the Proposer's approach to providing the services described in this RFP, describing how the project team would be organized, and how the Proposer will ensure responsiveness to City staff and service requirements if any.

### **12.3 TABLE OF CONTENTS**

A table of contents shall be provided that identifies the page numbers where to find the various sections included in the proposal.

## **12.4 COMPANY PROFILE**

The Proposer shall submit a company profile describing its company history, number of years the organization has been in business and capabilities. The company profile information should be detailed and complete. Proposals which are incomplete may be deemed non-responsive and rejected without further consideration. Include the following information:

12.4.1 Total number of locations, number of distribution and/or warehouse outlets, number/location of support centers if applicable, and number of employees.

12.4.2 Describe breadth of product and services offerings.

12.4.3 Indicate standard delivery time, expediting delivery, backorder and return policies.

12.4.4 Describe internal management system for processing orders.

12.4.5 Describe existing capability to provide telephone support and e-commerce within your company.

12.4.6 Describe implementation and success with existing cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s), and contact information as references.

## **12.5 COST PROPOSAL**

Submit one (1) original and one (1) copy of your cost proposal (Attachments B1 & B2) in a separate sealed envelope clearly marked on the outside RFP 14-15-01, Technology Store. Include an electronic copy on the CD, DVD or USB.

## **12.6 ATTACHMENTS - REQUIRED**

The following documents must be completed and submitted with your technical proposal. Proposals that do not include the following fully-completed documents shall be deemed non-responsive and will not be considered:

12.6.1 Attachments B1 & B2, Cost Proposal

12.6.2 Attachment C, Proposer Certification

12.6.3 Attachment D, Previous Customer Reference Worksheet

12.6.4 Three (3) references are required. Include a list of at least three (3) customers that would substantiate the Proposer's experience. Contacts should be individuals who can verify similar sized contracts.

## **12.7 ATTACHMENTS – OPTIONAL**

The following documents are required, but will not result in immediate disqualification of your proposal if they are incomplete, or inadvertently omitted from your proposal. However, failure to submit these forms with your proposal, or incomplete submittals, may result in a lower overall score.

12.7.1.1 Attachment E, Local and Small Business Preference. This form must be provided if the Proposer is requesting consideration. If this form is not included with your proposal, consideration for local and small business preference shall not be granted. This form may not be submitted at a later date.

## **13 REVIEW PROCESS AND EVALUATION CRITERIA**

### **13.1 PROPOSAL RESPONSIVENESS**

13.1.1 **Required Documentation:** Proposals will be reviewed to determine if all required documentation was included with the proposal submittal as described in Section 12.

13.1.1.1 Proposals that fail to contain the required documents with their technical and cost proposals will be disqualified from further consideration.

### **13.2 PROPOSAL REVIEW AND EVALUATION**

13.2.1 Technical proposals will be evaluated against the general criteria and weighted scores will be applied as described in Section 13.6.

13.2.2 The City may seek written clarification from any or all proposers in order to better understand and evaluate the proposed solution. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

### **13.3 COST PROPOSAL REVIEW AND EVALUATION**

Pricing will be evaluated and weighted in accordance with Section 13.6. Pricing shall be firm fixed for the duration of the contract term. During this period the price may not change.

### **13.4 PRESENTATIONS / ORAL INTERVIEWS**

Finalists (proposals determined to have scored in the competitive range) MAY be invited to present oral presentations for the purpose of introducing key members of the project team, and allowing the City to fully understand the Proposer's ability to meet the evaluation criteria. Oral presentations will not be scored separately. Instead the City may modify proposal scores and resulting rankings based on the oral presentation.

### **13.5 BEST AND FINAL OFFER (BAFO)**

13.5.1 A Best and Final Offer (BAFO) may be held with finalists that have scored in the competitive range if additional information or clarification is necessary in order to make a final decision. The BAFO may allow proposers to revise their original technical and / or cost proposals based on information received from the City. The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time in which the BAFO is to be submitted. After receipt of the BAFO, scores may be adjusted based on the new information received in the BAFO.

13.5.2 The City will request only one BAFO, unless the Purchasing Officer determines in writing in the procurement file that another BAFO is warranted.

13.5.3 Proposers are cautioned that the BAFO is optional and at the sole discretion of the City. Therefore, Proposers should not assume that there would be an additional opportunity to amend their technical or price proposals after the original submission of technical and price proposals. Proposers may not request an opportunity to submit a BAFO.

### 13.6 PROPOSAL EVALUATION WEIGHTING CRITERIA

Criteria	Weight
Experience, References	35%
Technical Proposal for Products, Services, etc. (Separate Billing, Range of Products, Catalog Online Ordering, etc.)	35%
Cost	20%
Local Business Preference	5%
Small Business Preference	5%
TOTAL	100%

### 14 BASIS OF AWARD

14.1 The multiple award will be based on the highest ranked proposers overall scores in accordance with Section 13.6.

14.2 The City reserves the right to accept an offer in- full, or in-part, or to reject all offers.

### 15 PROTESTS

15.1 If an unsuccessful Proposer wants to dispute the award recommendation, the Protest must be submitted in writing to the Chief Purchasing Officer no later than ten (10) calendar days after announcement of the successful Proposer, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with Section 9. Failure to submit a timely written Protest to the Chief Purchasing Officer will bar consideration of the Protest.

15.2 The address for submitting protests is:

City of San José  
200 East Santa Clara Street, 14<sup>th</sup> Floor  
San José, CA 95113

Attention: Chief Purchasing Officer

## **16 GENERAL INFORMATION**

**16.1** The City reserves the right to accept or reject any item or group(s) of items of a response. The City also reserves the right to waive any informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by submission of the proposal.

**16.2** The City is not required to accept the lowest price proposal. Responses will be evaluated to determine the most advantageous proposal on a variety of factors including but not limited to price, implementation costs, design quality, features, and performance.

**16.3** Final award shall be contingent upon reaching an agreement on software licensing terms, if applicable.

**16.4** Do not include sales tax in your price quotation. The City will work with the selected supplier to add sales tax as appropriate, and will incorporate it into the Purchase Order.

**16.5** Statistical information contained in this RFP is for informational purposes only. The City shall not be responsible for the complete accuracy of said data.

**16.6** The City reserves the right to verify any information provided during the RFP process and may contact references listed or any other persons known to have contracted with the Proposer.

**16.7** The City may require audited financial statements for the last two (2) fiscal years as attested by an independent Certified Public Accountant (CPA). Do not submit these documents unless they are requested.

## **17 GROUNDS FOR DISQUALIFICATION**

**17.1** All Proposers are expected to have read and understand the "Procurement and Contract Process Integrity and Conflict of Interest", Section 7 of the Consolidated Open Government and Ethics Provisions adopted on August 26, 2014. A complete copy of the Resolution 77135 can be found at:

<http://www.sanjoseca.gov/DocumentCenter/View/35087>

**17.2** Any proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:

17.2.1 Contact regarding this procurement with any City official or employee or Evaluation team other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.

17.2.2 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.

17.2.3 Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.

17.2.4 Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.

**17.3** In addition to violations of the Process Integrity Guidelines, the following conduct may also result in disqualification:

17.3.1 Offering gifts or souvenirs, even of minimal value, to City officers or employees.

17.3.2 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.

17.3.3 Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.

17.3.4 Proposer's default under any City agreement, resulting in termination of such Agreement.

## **18 ADDENDA AND INTERPRETATION**

**18.1** The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, requests for clarification may be sent via e-mail or fax to the attention of the contact named in Section 7.

**18.2** Proposer requests for clarification shall be deliverable as stated in Section 6. Any City response to a request for clarification will be made in the form of an addendum to this RFP. All addenda shall become part of this RFP.

**18.3** Receipt of all addenda should be acknowledged using Attachment C, "Proposal Certification," Paragraph 5.

## **19 PROPOSAL SUBMISSION**

**19.1** This RFP does not commit the City to pay any costs incurred in the submission of a Proposal or in making any necessary studies or designs for the preparation thereof, nor the purchase or contract for the services.



**19.2** After acceptance of the successful proposal by the City, the successful Proposer(s) shall be obligated to enter into an agreement consistent with the proposal submitted.

**19.3** Should the successful Proposer fail to execute the agreement, the City shall have the right to seek legal remedies against the Proposer, including forfeiture of the Proposal Bond, if any, and an action for damages and shall have the right to award to the next responsive Proposer.

## **20 EXAMINATION OF PROPOSED MATERIAL**

The submission of a Proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that Proposer was not fully informed as to any fact or condition.

## **21 CODE ADHERENCE, PERMITS AND FEES**

Contractor shall agree to abide by all laws, rules and regulation of the United States, State of California, Santa Clara County, and the City of San José, securing all necessary licenses and permits in the connection with resulting contract at no additional cost to the City. Successful contractor must have or obtain a current City of San José business license.

## **22 TERMS AND CONDITIONS OF AGREEMENT**

**22.1** Upon conclusion of the RFP process, City Staff will make a recommendation to the City Council regarding the selection based upon the evaluation of the proposals. The City will enter into negotiations with one or more Proposer(s). Proposer(s) shall enter into a contract with the City in substantial conformity with the selected proposal and the form of the City's Standard Terms and Conditions. Attachment F, "Purchase Order Terms and Conditions," outlines the City and its standard terms and conditions as part of the agreement between the City and the successful Proposer. The City reserves the right to negotiate project deliverables and associated costs.

**22.2** All agreements will require the Proposer to adhere to the terms of their Proposal and to act in accordance with all applicable laws and regulations.

**22.3** An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City.

## **23 LOCAL AND SMALL BUSINESS PREFERENCE**

**23.1** Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference shall be 5 points if the business is local and an additional 5 points if the business is small.

**23.2** In order for the proposer to be eligible for local and/or small business preference, the proposer must meet the following requirements:

23.2.1 For local preference, Contractor must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee.

23.2.2 The small business preference is a subset of the local preference. For small business preference, Contractor must first qualify as a local business as mentioned above, and have a total number of employees of 35 or less (regardless of where they are located).

**23.3** If proposer meets the eligibility requirements and wants to receive the preference, the proposer must complete Attachment E, Request for Contracting Preference for Local and Small Businesses. If the proposer fails to complete this form and submit it with the proposal, the proposer will be denied consideration for local/small business preference. This information cannot be submitted later.

**23.4** The preference shall only be considered for the prime Proposer(s). However, in the event that the proposing firm is a Joint Venture (JV) or Partnership as indicated on the Proposal Certification Form (Attachment D, then the Local Preference shall apply if any one of the firms in the JV or Partnership meets the definition for a local business. In order for a JV or Partnership to be considered for the Small Business Preference, then the aggregate of all of the employees that make up the JV or partnership must meet the definition for a small business.

## **24 PUBLIC NATURE OF PROPOSAL MATERIAL**

**24.1** All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

**24.2** Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential", "Trade Secret" or "Proprietary", or fails to provide the exemption information required as described below will be considered a public record in its entirety subject to the procedures in Section 24.5. 65

**24.3** Do not mark your entire proposal as "confidential".

**24.4** The City will not disclose any part of any Proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all Proposals received in response to this RFP will be subject to

public disclosure. If you believe that there are portion(s) of your Proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

**24.5** Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

## **25 NON-DISCRIMINATION / NON-PREFERENTIAL TREATMENT**

The successful Proposer agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of San José contracts.

## **26 CITY BUSINESS TAX**

The Proposer(s) shall be required to comply with the San José Municipal Code Chapter 4.76 with respect to payment of the City Business Tax prior to any commencement of work. Contact Finance / Revenue Management at (408) 535-7055 to determine the applicable tax costs.

## ATTACHMENT A – STATEMENT OF REQUIREMENTS

### INSTRUCTIONS FOR RESPONDING TO THIS SECTION:

- Respond to each requirement, and clearly indicate if the requirement can be met.
- Where appropriate, provide supporting documentation such as screen shots and sample reports in order to demonstrate how the specifications are addressed.

**NOTE:** Where the word “shall” or “required” appears, proposers may not take an exception.

**NOTE:** Where the term "Contractor" is used, the description denotes the responsibilities of the selected Proposer, once an agreement is completed. Where the term "Proposer" is used, the description denotes expectations of the respondents to this RFP as part of their proposal.

### 1 ON-LINE PRODUCT CATALOG (E-COMMERCE)

- 1.1 Proposer shall describe ability to provide and maintain a comprehensive, automated on-line procurement tool (internet web site) to meet the needs of the end-user's requirement for prompt, accurate product information. Informational searches conducted may include manufacturer's or catalog part number, pricing quote, system configurations and bundles, product availability and order status.
- 1.2 Shall reflect City discount pricing including shopping basket capability.
- 1.3 Shall be capable of blocking specific item purchases as requested by City
- 1.4 Shall be capable of providing multiple users and approvers for each City department including IT approval as part of approval routing process (approximately 80 users total)

### 2 DELIVERY AND INSTALLATION

- 2.1 Proposer shall describe an overview on how products are delivered and supported. All items shall be delivered to the individual requestor in the City department. Delivery locations will be to City Hall, or any outlying City office or facility
- 2.2 The City has many delivery location addresses including multiple locations for some City departments, Fire Stations, branch libraries and community centers. Below is a list of the most common City locations:

City Hall	200 E. Santa Clara St.	San Jose, CA
General Services Central	1661 Senter Road	San Jose, CA
Police Department	201 W. Mission St.	San Jose, CA
Fire Department Stores	528 Tully Road	San Jose, CA
Police/Fire Radio & Main Library	855 N. San Pedro	San Jose, CA
Airport	150 E. San Fernando St.	San Jose, CA
Municipal Water	1239 Airport Blvd.	San Jose, CA
Water Pollution Control Plant	3025 Tuers Road	San Jose, CA
	700 Los Esteros Road	San Jose, CA

- 2.3 Delivery shall be made within ten (10) business days after receipt of order. Proposer shall describe how soon delivery will be made on standard deliveries. For out- of-stock or special orders, Proposer shall specify notification process of any lead time which may exceed ten days prior to acceptance of order.
- 2.4 All items delivered shall be Free On Board (F.O.B.) Destination, full freight prepaid except for special or expedited orders. In the event of special or expedited orders where incremental transportation or shipping fees are incurred by Proposer, those incremental freight charges shall be added as a separate line item and not subject to markup.
- 2.5 The successful Proposer shall authorize immediate replacement of any item that has been damaged in transit.

### **3 RETURN RIGHTS**

- 3.1 The successful Proposer shall accept all products and consumable supplies for return within thirty (30) days of delivery and credit the customer in full.
- 3.2 The City shall not pay any restocking fees.

### **4 EMERGENCY STANDBY COMMODITIES AND/OR SERVICES**

- 4.1 In the event of a state of emergency where the safety and well being of City citizens are at risk, the City may request specific commodities and/or services for delivery on an emergency basis. To accommodate such requests, the successful Proposer(s) may be requested and must make every effort to service these requests from regular sources of supply at the rates set forth in any standard contract resulting from this RFP.

### **5 BRAND NAME OR EQUAL**

- 5.1 Unless otherwise specified in this RFP, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFP to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the City may consider clearly identified offers or substantially equivalent goods and services submitted in response to such reference.

### **6 TECHNOLOGY CLAUSE**

- 6.1 As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This RFP seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the agreement, to be included under the umbrella of the specified product lines.

## **7 QUANTITIES**

- 7.1** The estimated quantities provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Proposer to an adjustment in the unit price or to any additional compensation.

## **8 PRICING AND PRICE STABILITY**

- 8.1** All pricing offered for products in this RFP, and any products purchased under the resulting agreement, shall, for the duration of the agreement, be calculated on the vendor's verifiable acquisition cost (cost of acquiring the goods as in invoice cost plus incoming freight) plus a percentage markup. Separate pricing schedules may be offered for hardware, software, accessories and consumable supplies and special order items. Product pricing offered by Proposer, may, at any time during the term of the agreement, be subject to an audit performed by the City.
- 8.2** Markups proposed in this RFP shall remain firm throughout the term of the agreement. For the purposes of this proposal, Markup shall cover 1) all operating expenses associated with cost of doing business (i.e., overhead, general administrative, salaries, advertising rent, utilities, office supplies, warehousing, stocking, outbound shipping, invoicing), and 2) profit margin.
- 8.3** Because of the constant changes and advances in technology, the City may want to upgrade the specifications during the term of the agreement. The successful Proposer shall offer these upgrades at the same discount schedule used to determine the Proposal prices.
- 8.4** Price Matching: Proposer shall describe its Price Matching Program, if any, when the City identifies a specific product priced lower by another company.
- 8.5** Promotional Pricing: Proposer shall describe how it will extend manufacturer or distributor promotional pricing to the City.
- 8.6** Product Upgrades: Proposer shall describe how price decreases resulting from changes in technology, manufacturing costs, promotional sale prices, discounts or any other "across the board" decreases will be implemented.
- 8.7** Most Favored Customer Pricing: Proposer shall describe Most Favored Customer Program and guarantee lowest pricing to City of that given to other similar situated customers for similar product at comparable volumes, in a similar geographic area. In the event, the Proposer reduces prices to any of its customers for the same or similar product, then the pricing shall be changed to reflect the reduced prices effective as of the date lower prices shall have been offered to its customers.
- 8.8** Price Verifications: All prices quoted for the duration of the contract are subject to verification for consistency with the proposal pricing. Proposer shall describe how cost information will be made available to the City for verification and Proposer's self-audit program to ensure compliance.

- 8.9** Volume Purchase Discounts: The City may from time to time have the need for a large individual spot purchase, warranting special pricing. Competitive bidding procedures among successful Proposer(s) shall be permitted in these cases.
- 8.10** Annual Rebate Program: Describe if annual rebate structure is offered for the purchase of large cumulative annual volumes (i.e., >\$500K, >\$1M, >\$2.5M etc.).

## **9 EXTENDING CONTRACT PRICING TO OTHER PUBLIC AGENCIES AND CITY EMPLOYEES**

- 9.1** Other public agencies as defined by Cal. Gov. Code § 6500 may choose to use the Terms of this Contract, subject to the Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent agreement between the Contractor and another public agency. If agreements are entered into by other agencies and the Contractor, Contractor shall furnish the City with an annual report showing the name of the agencies, contact person and phone number for each agency, and details of goods or services provided, including quantities. This report shall be furnished to the City on the anniversary date of the Award of the Contract.
- 9.2** Optional City Employee Purchase Program: Proposer shall describe if contract pricing will be extended to City Employees as an option. If this option is offered, Proposer shall describe process to be followed for City Employees to be able to purchase any contract item at the contract price. For example, Employees must identify themselves to the vendor with the proper City identification and employee will be responsible to place order and make payment directly to the vendor. The City will not participate, nor be responsible for these purchases.

## **10 ACTIVITY REPORTS**

- 10.1** Proposer shall describe ability to provide automatic cumulative activity report for dollars spent of all City purchases by Department Number (2-digit code to be provided by City) to the Purchasing Division on a quarterly, semi-annual, annual and as-needed basis including periodic Pricing Audit Reports.
- 10.2** Reports shall include at minimum the following fields: Department Number, Item Description, Manufacturer's Part Number, Quantity, Acquisition Cost, Unit Price, Extended Price, City charge number and City Order number.
- 10.3** Reports shall be in electronic format (i.e., Excel), to allow City to sort data on any field.
- 10.4** Successful Proposer(s) shall have the ability to provide historical purchasing information for multiple years to allow City to perform trend analysis.
- 10.5** Successful Proposer(s) agree to provide an Open Order Report on the last month of the City's fiscal year (June) detailing orders received that will not be delivered in June.

## **11 CUSTOMER SATISFACTION**

- 11.1 Customer satisfaction is very important to the City. Successful proposer(s) agrees to continually monitor contract performance and customer satisfaction for process improvement by including a City approved customer satisfaction survey with each purchase. Proposer(s) should recommend ways to measure customer satisfaction and describe how customer satisfaction statistics or survey results concerning the quality of the products or services will be reported to City.
- 11.2 Complaint Resolution Process: Describe procedures for addressing and resolving customer problems and complains – service, equipment or billing – including timelines and escalation measures.

## **12 DOCUMENTATION**

- 12.1 Shall provide complete documentation for system components and software provided under the agreement.
- 12.2 Shall describe software licensing compliance and tracking capability for software purchased by City.

## **13 INSPECTION AND ACCEPTANCE**

- 13.1 All items provided under this RFP shall meet or exceed the specifications and shall comply with all UL, FCC and ANSI guidelines and Federal and California state laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the specifications shall be replaced by the proposer at no cost to the City within thirty calendar days. Failure to replace said items shall be considered sufficient cause for default action.

## **14 WARRANTY AND SERVICE**

- 14.1 All components must come with a manufacturer's warranty, separate from the total system warranty.
- 14.2 Proposer shall facilitate replacement or repair, at no cost to the City, any defective material, part or equipment covered under the guarantee during the term that the guarantee is in effect. Any defective material, part, or equipment will be returned to the Proposer at the Proposer's expense only after the replacement part has been received by the City.

## **15 BILLING AND EARLY PAYMENT (CASH) DISCOUNTS**

- 15.1 For products purchased under the agreement, Proposer shall have the ability to bill individual departments in two methods; 1) traditional invoicing, and 2) City Procurement (credit) card.
- 15.2 The City has a decentralized procedure for processing invoices for payment. There are twenty-three (23) City departments, each of which has an accounts payable section where invoices are to be mailed. The City's Release Form authorizing purchase shall include the



specific City Department ordering items with specific shipping and billing addresses or Procurement card information.

- 15.3** Early Payment discounts will be taken into consideration in determining the award. However, an offer of an early payment discount must allow a reasonable period of not less than twenty (20) days in order to be included in evaluating the proposal pricing. Early payment discounts restricted to payment in nineteen (19) days or less will not be considered in evaluating proposals, as such a short time imposes an unreasonable burden for processing of payment, and the City cannot be assured that timely action will be taken. A proposal offering an Early Payment discount in a period of less than twenty (20) days will be evaluated as a proposal without an Early Payment discount offer. Should a Proposer obtain an award by reason of their gross price, the City will hold the offer of cash discount and would make every effort to obtain the discount.

## ATTACHMENT B-1 COST PROPOSAL FOR HARDWARE

<b>Description</b>	<b>% Discount off List Price</b>
Webcams	
Plotters	
Flatscreen TVs	
Digital Cameras, Video Cameras	
Battery Backup/Power Surge	
Memory	
Routers and Switches	
Hard Drives	
CD, DVD Drives	
NIC Cards	
Sound & Graphic Cards	
Computer accessories	
Digital Camera Accessories	
Power Supply & Protection	
Mice, Keyboards	
Cables & Cords	
Telephone Headsets	
Projectors	
Miscellaneous	

For illustration purposes of above noted markups, please complete the following (A, B):

A.

Item	Est. 12 Month Quantity	Unit Cost +	_____% Markup	Unit Price	Extended Price
Laserjet Printer B/W: HP LaserJet M601DN or equal	10				
Laserjet Printer B/W: Other (_____)	10				
Laserjet Printer Color: HP LaserJet CP4025DN or equal	5				
Laserjet Printer Color: Other (_____)	5				

B.

Item	Est 12 Month Quantity	Unit Cost +	_____% Markup	Unit Price	Extended Price
Drives: SATA Ultra (7200RPM) 500GB-2TB	10				
Drives: External Hard Drive 2TB-8TB	20				
Drives: Thumb Drive Thumb Drive 8GB, 16GB, 32GB, 64GB	300				
Data Cartridge: LTO 4 800GB/1/6TB	100				
FAX: IntelliFax-4100e	5				
FAX: Other equal (_____)	5				

**Notes:**

- 1) Items excluded from this proposal: personal computers, standard size monitors, laptops/tablets, servers, ink/toner cartridges, Microsoft Software.
- 2) Do not include sales tax in your proposal. The City will work with the selected Proposer to add sales tax as appropriate.

**ATTACHMENT B-2 COST PROPOSAL FOR SOFTWARE**

<b>Manufacturer</b>	<b>% Discount off List Price</b>
Adobe	
McAfee	
Symantec	
TrendMicro	
Checkpoint	
Faronics	
All Other Software	

**For illustration purposes, please complete the following:**

<b>Item (latest version of all software)</b>	<b>Estimated 12 Month Quantity</b>	<b>List Price</b>	<b>% Discount off List Price</b>	<b>Net Price</b>	<b>Extended Price</b>
Adobe Acrobat Professional	100				
Adobe Acrobat Professional Upgrade	20				
Adobe Acrobat Standard	10				
Adobe Acrobat Standard Upgrade	10				
Adobe Creative Cloud Subscription	20				
Adobe Photoshop Subscription	20				
Adobe Photoshop Elements Subscription	20				
Veritas Backup Exec – Windows Server Ed	20				
Veritas Backup Exec – Windows Remote	50				
FileMaker Pro	20				
Symantec Act!	20				
<b>TOTAL:</b>					

**Notes:**

- 3) Microsoft Software Products are excluded from this proposal (currently under existing licensing agreement)
- 4) Do not include sales tax in your proposal. The City will work with the selected Proposer to add sales tax as appropriate.

Item	List Price	_____% Discount off List Price	Net Price
Cisco – Smartnet Extended Warranty			
Dell Server – Extended Warranty			
Checkpoint Software Subscription			
Trend Warranty			
<b>OTHER MISCELLANEOUS SERVICES</b>			

## ATTACHMENT C - PROPOSAL CERTIFICATION FORM

Proposing Firm Name:		
Address:		
Telephone:		
Facsimile:		
E-Mail:		
Contact person name and title:		

### PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Contractor during the Proposal period except as provided for in the Request for Proposal package, formal addenda issued by the City, or the pre-bid conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
6. Please check the appropriate box below:
  - If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.
  - If the proposal is made by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

If the proposal is made by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each individual.

**By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.**

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
<b>Complete additional signatures below as required per # 6 above</b>	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	

**NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE**





## ATTACHMENT E – REQUEST FOR LOCAL/SMALL BUSINESS PREFERENCE

Chapter 4.12 of the San José Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the Contractor qualifies as a Local Business Enterprise\* or Small Business Enterprise\*\* and whether price has been chosen as the determinative factor in the selection of the Contractor.

In order to be a Local Business Enterprise (LBE) you must have a current San José Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (regardless of where they are located) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (i.e. there are not a variety of other factors being considered in the selection process) the preference is in the form of a credit applied to the **dollar value** of the bid or quote. For example, a non-local Contractor submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.

In procurements such as RFP there are usually a variety of factors evaluated to determine which proposal best meets the City's needs. In procurements such as these where price is not the determinative factor, an LBE or SBE will be given an **additional 5% to 10% points** in the **scoring** of their proposal.

The following determinations have been made with respect to this procurement: (for official use only)

<b>Type of Procurement</b>	<input type="checkbox"/> Bid	<input type="checkbox"/> Request for Quote	<input checked="" type="checkbox"/> Request for Proposal
<b>Type of Preference</b>	<input type="checkbox"/> Price is Determinative		<input checked="" type="checkbox"/> Price is Not Determinative
<b>Amount of Preference</b>	LBE preference = 2.5% of Cost		LBE preference = 5% of Points
	SBE preference = 2.5% of Cost		SBE preference = 5% of Points

In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.

<b>Business Name</b>			
<b>Business Address</b>			
<b>Telephone No.</b>			
<b>Type of Business</b>	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other (explain)

**\*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**

In order to qualify as an LBE you must provide the following information:

**Current San José Business Tax Certificate Number:**

**Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:**

**\*\*SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business --NOT just local employees, or employees working in the office address given above.

**Please state the number of employees that your Business has:**

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (please check):  Local Business Enterprise  Small Business Enterprise  
I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: \_\_\_\_\_, California

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Print name \_\_\_\_\_

## ATTACHMENT F - CITY OF SAN JOSÉ, PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS:** "City" shall mean the City of San José. "Vendor" shall mean the provider of goods and / or services which are the subject of this purchase order. "Director" shall mean the Director of Finance or Director's authorized designee.
2. **CONTRACT:** This purchase order, which consists of these standard terms and conditions, and any attachments hereto, evidences City's acceptance of Vendor's offer to provide to City the goods and / or services which are the subject of this purchase order and constitutes a binding contract therefore upon the terms and conditions set forth herein without further action or agreement of Vendor. In the event of conflict between these standard terms and conditions and the provisions of any attachment hereto, the provisions of the attachment shall control.
3. **SCHEDULE OF GOODS AND / OR SERVICES; TIME OF PERFORMANCE:** Vendor shall supply those goods and / or services which are specified herein, in accordance with the schedule and during the term which are specified herein. Time is of the essence in this purchase order.
4. **COMPENSATION; SCHEDULE OF PAYMENT:** The compensation to be paid and the method of payment to Vendor for goods and services shall be as set forth herein. Unless otherwise provided herein, payment shall not be due until thirty (30) calendar days after the later to occur of the date performance under this purchase order is completed to the satisfaction of City and the date City receives an acceptable invoice. No payment shall represent a waiver of City's right to inspect for defects. Unless otherwise provided herein, Vendor shall be responsible for all costs and expenses incident to the performance of this purchase order, including without limitation all costs of equipment provided by Vendor, all fees, fines, licenses, bonds or taxes required of or imposed against Vendor, and all other of Vendor's costs of doing business.
5. **CURRENT PRICES OF GOODS:** Vendor represents that prices to be paid by City for goods shall not exceed current prices charged to any other customer of Vendor for items which are the same or substantially similar to the goods, taking into account the quality of the goods, and Vendor will forthwith refund any amounts paid by City in excess of such prices.
6. **DISCOUNT PERIODS:** Payment discount periods shall be calculated from the later of the date this purchase order is completed or the date City receives an acceptable invoice, to the date City's payment is sent.
7. **SALES TAXES:** Vendor shall separately state on all invoices any sales, use or similar taxes imposed by federal or state government applicable to furnishing of the goods and / or services; provided, however where a tax exemption is available, such tax shall be subtracted from the total compensation and identified. Municipalities are exempt from federal excise and transportation taxes, except for the excise tax on gasoline. Exemption certificates will be furnished upon request.
8. **PACKING AND SHIPPING OF GOODS; TITLE AND RISK OF LOSS:** All goods shall be delivered "free on board destination" to the location specified herein, full freight prepaid except for special or expedited orders. Deliveries of goods shall be made without charge for boxing, crating, carting or storage unless otherwise specified, and goods shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. City's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by City shall be shipped in separate boxes or containers for each destination at no extra charge.  
  
Title to and risk of loss on all goods shall pass to City only upon delivery by Vendor in the manner specified herein and City's acceptance of such goods.
9. **WARRANTIES:** Vendor warrants that all goods and services shall be delivered or performed free of all liens, claims, security interest or encumbrances, will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured or performed pursuant to detailed design furnished by City, Vendor assumes design responsibility, and warrants that all goods and services shall be delivered or performed free of design defect and suitable for the purposes intended by City, and that neither purchase, use or resale, nor delivery or performance thereof shall violate any patent, copyright or similar rights. Vendor's warranties shall run to City and shall not be deemed to be exclusive. City's inspections, approval, acceptance, use of or payment for all or any part of the goods or services shall in no way affect its warranty rights whether or not a breach of warranty had become or should have become evident at the time.
10. **CHANGES:** City shall have the right by written notice to change the extent of the work covered by this purchase order, the time or place of delivery, the method of shipment or packaging, or to suspend work. The only valid change is a change order signed by the Director. Upon receipt of any such notice, Vendor shall promptly make the changes in accordance with the terms of the notice. If any such changes cause an increase or decrease in the cost of or time for performance, an equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. Vendor shall promptly deliver to City, and in any event within ten (10) calendar days after receipt of such notice, a statement showing the effect of any such changes in the cost of or time for performance. Failure of Vendor to submit the statement within the above time limit shall constitute its consent to perform the change without increase in compensation or time for performance.
11. **TERMINATION FOR DEFAULT OR CONVENIENCE:** City may, by written notice to Vendor, terminate this purchase order in whole or from time to time in part for default: (i) if Vendor fails to deliver the goods or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the goods delivered or services performed do not conform to the requirements of this purchase order or if Vendor fails to perform any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order in accordance with its terms; or (iii) if the Vendor becomes insolvent. If this purchase order is terminated for default, City, in addition to all other rights afforded by law for Vendor's default, shall have the right to charge Vendor the amount by which the costs of fabricating or procuring the goods or services cancelled from another source exceed the compensation specified herein, and City may set off any such charge against any amounts which may become payable to Vendor under this purchase order or otherwise. City may, by not less than thirty (30) days written notice to Vendor, terminate this purchase order for convenience and without cause. In the event of such termination for convenience, Vendor will be paid for those goods delivered and services performed pursuant to this purchase order to the satisfaction of City up to the date of termination. The Director is empowered to terminate this purchase order on behalf of City.

12. **INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIM, LOSS OR LIABILITY (COLLECTIVELY, "CLAIMS"), INCLUDING WITHOUT LIMITATION CLAIMS FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY, CAUSED BY OR RESULTING FROM THE ACTS OR OMISSIONS OF VENDOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS PURCHASE ORDER, OR THE BREACH BY VENDOR OF ANY OF ITS OBLIGATIONS UNDER THIS PURCHASE ORDER.**
13. **INSURANCE REQUIREMENTS:** If applicable, Vendor agrees to have and maintain the insurance policies specified herein. All policies, endorsements, certificates and / or binders shall be subject to review and approval by the Risk Manager of the City of San José as to form and content. These insurance requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Vendor agrees to provide City with a copy of applicable certificates and / or endorsements before work commences under this purchase order.
14. **COMPLIANCE WITH THE LAW:** Vendor shall in the performance of this purchase order comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.
15. **GOVERNING LAW:** City and Vendor agree that the law governing this purchase order shall be that of the State of California.
16. **VENUE:** In the event that suit shall be brought by either party to this purchase order, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.
17. **ASSIGNMENT OF CONTRACT:** Vendor shall not assign any of the work to be performed under this purchase order nor shall Vendor subcontract for complete or substantially completed goods or major components thereof without the Director's prior written consent. Vendor may assign monies due under this purchase order. City will recognize such assignment, to the extent permitted by law, if City is given proper notice thereof. Any assignment shall be subject to set-off or recoupment for any present or future claim which City may have against Vendor.
18. **WAIVER:** Vendor agrees that City's waiver of any breach or violation of any provision of this purchase order shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Vendor's performance will not be a waiver of any provision of this purchase order.
19. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Vendor shall act as and be an independent contractor and not an employee, agent, joint venturer, or partner of City. As an independent contractor, Vendor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Vendor hereby expressly waives any claim it may have to any such rights. Both parties acknowledge that Vendor is not an employee for state or federal tax purposes. Vendor shall retain the right to perform services for others during the term of this purchase order.
20. **CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for Vendor in performance of this purchase order are confidential and not to be disclosed to any person except as authorized by City, or as required by law.
21. **OWNERSHIP OF MATERIALS:** All reports, documents or other materials developed or discovered by Vendor or any other person engaged directly or indirectly by Vendor in performance of this purchase order shall be and remain the property of City without restriction or limitation upon their use.
22. **VENDOR'S BOOKS AND RECORDS:** Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, for the date of final payment to Vendor pursuant to this purchase order. Vendor shall maintain all documents and records which demonstrate performance under this purchase order for a minimum of three (3) years, or for any period longer required by law, from the date of termination or completion of this purchase order. Any records or documents required to be maintained pursuant to this purchase order shall be made available for inspection or audit, at any time during regular business hours, upon written request by City Attorney, City Auditor, City Manager or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Vendor's business City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any part authorized by Vendor, Vendor's representatives, or Vendor's successor-in-interest.
23. **NON-DISCRIMINATION:**
  - a. Prohibition on Discrimination and Preferential Treatment.  
CONTRACTOR shall fully comply with Chapter 4.08 of the San José Municipal Code and agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of CITY contracts.
  - b. Compliance Reports.  
If directed by the Director of Office of Equality Assurance of the CITY, CONTRACTOR shall file, and cause any subcontractor to file, compliance reports with the Director of Office of Equality Assurance. Compliance reports shall be in the form and field at such times as may be designated by the Director of Office Equality Assurance. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Director of Office of Equality Assurance to determine whether CONTRACTOR or its subcontractor is complying with the nondiscrimination and non-preference provisions of this Agreement and Chapter 4.08 of the Municipal Code.
  - c. Failure to Comply with Nondiscrimination Provisions.

If the Director of Office of Equality Assurance determines that the CONTRACTOR has not complied with the nondiscrimination or non-preference provisions of this Agreement, the CITY may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject CONTRACTOR and / or subcontractor to debarment proceedings pursuant to provisions of the San José Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San José Municipal Code and is a misdemeanor.

- d. Subcontracts.  
CONTRACTOR shall include provisions a through c above, inclusive, in each subcontract entered into in furtherance of this Agreement so that such provisions are binding upon each of its subcontractors.
  - e. Waiver of Nondiscrimination Provisions.  
The nondiscrimination provisions of this Agreement may be waived by the Director of Office of Equality Assurance, if the Director of Office of Equality Assurance determines that the CONTRACTOR has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONTRACTOR or other governmental agency are substantially the same as those imposed by the CITY.
24. **GIFTS:** CONTRACTOR represents that it is familiar with the City's prohibition against the acceptance for any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code. CONTRACTOR agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this SERVICE ORDER by CONTRACTOR. In addition to any other remedies CITY may have in law or equity, CITY may terminate this SERVICE ORDER for such breach.
25. **CONFLICT OF INTEREST:** CONTRACTOR shall avoid all conflict of interest or appearance of conflict of interest in performance of this SERVICE ORDER. **DISQUALIFICATION OF FORMER EMPLOYEES:** CONTRACTOR is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance"). CONTRACTOR shall not utilize either directly or indirectly any officer, employee, or agent who would be in violation of the Revolving Door Ordinance.

**City of San José  
And  
B&H of Silicon Valley**

**Purchase Order # OP 51702 Addendum #1**

The City of San José ("City") and B&H ("Contractor") hereby agree to the terms and conditions which appear on the reverse side of the Purchase Order, and including the supplemental terms of this Addendum #1 as set forth below. These supplemental terms shall apply to all renewals and extensions which the City may exercise.

1. Contractor agrees to provide products and services as set forth in the Exhibit A, entitled "Scope of Work" which is attached as hereto and incorporated herein.
2. The prices to be paid to Contractor for Contractor's products and services is set forth in the attached Exhibit B, entitled "Pricing", which is attached hereto and incorporated herein. City will make payments to Contractor within thirty (30) days after the date of each invoice. City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. During the term of the Purchase Order or option year, the markup % specified in Exhibit B shall remain the same throughout.
3. Contractor agrees to have and maintain the policies set forth in Exhibit C, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.
4. Contractor agrees in the performance of services to comply with City's Privacy and Disclosure Policy set forth in Exhibit D, entitled "Privacy and Disclosure Policy", which is attached hereto and incorporated herein. Contractor shall ensure that all web pages that it creates are consistent with the Policy. Contractor further agrees that it shall treat all information received through the performance of this Agreement in strict accordance with the Policy.
5. The City's RFP #14-15-01 for Technology Store and Proposal Response shall be incorporated into this Addendum by reference.

The Purchase Order, this Addendum and the Exhibits hereto (collectively "Agreement"), contain all of the agreements, representations and understanding of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. All other terms and conditions not expressly modified by this Addendum remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum #1 to be executed by their duly authorized representatives.

City of San José

By Maria Antonias Tanori  
Name: PURCHASING MANAGER  
Title: MARIA CONTRERAS-TANORI  
Date: 7/2/15

Contractor

By Ely Lewick  
Name: Ely Lewick  
Title: Contract Manager  
Date: 07/01/15

## **Exhibit A – Scope of Work**

The following Scope of Work (SOW) defines the principal activities and responsibilities of Contractor and the City of San Jose (hereinafter "City") and shall be consistent with the proposal response submitted.

### **1. On-Line Product Catalog (E-Commerce)**

- 1.1 Contractor shall provide and maintain a comprehensive, automated on-line procurement tool (internet web site) to meet the needs of the end-user's requirement for prompt, accurate product information. Informational searches conducted may include manufacturer's or catalog part number, pricing quote, system configurations and bundles, product availability and order status.
- 1.2 Contractor shall reflect City discount pricing including shopping basket capability.
- 1.3 Contractor shall be capable of blocking specific item purchases as requested by City.
- 1.4 Contractor shall be capable of providing multiple users and approvers for each City department including IT approval as part of approval routing process (approximately 80 users total)

### **2. Delivery and Installation**

- 2.1 Contractor shall deliver items ordered to the individual requestor in the City department. Delivery locations will be to City Hall, or any outlying City office or facility.
- 2.2 Delivery shall be made within ten (10) business days after receipt of order. The delivery times for out-of-stock or special orders will be stated either on the quote and/or on the PO from the City. Should anything change in the status of the delivery, notice will be provided as soon as possible to the department making the purchase.
- 2.3 All items delivered shall be Free On Board (F.O.B.) Destination, full freight prepaid except for special or expedited orders. In the event of special or expedited orders where incremental transportation or shipping fees are incurred by Proposer, those incremental freight charges shall be added as a separate line item and not subject to markup.
- 2.4 Contractor shall authorize immediate replacement of any item that has been damaged in transit.

### **3. Return Rights**

- 3.1 Contractor shall accept all products and consumable supplies for return within thirty (30) days of delivery and credit the customer in full, excluding special order or customized equipment.
- 3.2 Contractor agrees that City shall not pay any restocking fees.

### **4. Emergency Standby Commodities and/or Services**

In the event of a state of emergency where the safety and well being of City citizens are at risk, the Contractor agrees to provide products and/or services for delivery on an emergency basis. Contractor must make every effort to provide such emergency requests from regular sources of supply at the rates set forth herein.

### **5. Brand Name or Equal**

Contractor agrees to provide upon request, products that are substantially equivalent for City consideration.

## **6. Technology Clause**

Contractor agrees to provide "next generation" products as technology advances.

## **7. Quantities**

Contractor agrees that estimated quantities provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation.

## **8. Pricing and Price Stability**

- 8.1 Contractor agrees that all pricing shall be calculated based on the Contractor's verifiable acquisition cost (cost of acquiring the goods as in invoice cost plus incoming freight) plus a percentage markup. Separate pricing schedules may be offered for hardware, software, accessories and consumable supplies and special order items. Contractor's pricing, may, at any time during the term of the agreement, be subject to an audit performed by the City.
- 8.2 Contractor agrees price markups shall remain firm throughout the term of the agreement. For the purposes of this agreement, markup shall cover 1) all operating expenses associated with cost of doing business (i.e., overhead, general administrative, salaries, advertising rent, utilities, office supplies, warehousing, stocking, outbound shipping, invoicing), and 2) profit margin.
- 8.3 Contractor agrees that City may want to upgrade the specifications during the term of the agreement due to constant changes in technology. The Contractor shall offer these upgrades at the same discount schedule used to determine the Proposal prices.
- 8.4 Price Matching: Contractor agrees to make best efforts to match prices as requested by the City.
- 8.5 Promotional Pricing: Contractor agrees to extend any manufacturer or distributor promotional pricing to the City.
- 8.6 Product Upgrades: Contractor agrees to pass any price decreases und the cost plus pricing model.
- 8.7 Most Favored Customer Pricing: Contractor agrees to provide the City with Most Favored Customer pricing and guarantee lowest pricing to City of that given to other similar situated customers for similar product at comparable volumes, in a similar geographic area. In the event, the Contractor reduces prices to any of its customers for the same or similar product, then the pricing shall be changed to reflect the reduced prices effective as of the date lower prices shall have been offered to its customers.
- 8.8 Price Verifications: Contractor agrees to provide all appropriate cost information to the City in a timely manner for the purpose of City verifying pricing. This information may include, but is not limited to, copies of purchase orders, documentation from suppliers and manufacturers. Contractor agrees to conduct pricing self audits (compare invoices with cost) to ensure compliance with the agreed upon markups.
- 8.9 Volume Purchase Discounts: Contractor agrees to provide special pricing for large individual spot purchase.
- 8.10 Annual Rebate Program: Not Applicable

## 9. Extending Contract Pricing to Other Public Agencies and City Employees

- 9.1 **Public Agencies:** Contractor agrees to extend pricing to other public agencies. The City is not liable or responsible for any obligations related to a subsequent agreement between the Contractor and another public agency. If agreements are entered into by other agencies and the Contractor, Contractor shall furnish the City with an annual report showing the name of the agencies, contact person and phone number for each agency, and details of goods or services provided, including quantities. This report shall be furnished to the City on the anniversary date of the Award of the Contract.
- 9.2 **Optional City Employee Purchase Program:** Contractor agrees to extend contract pricing to City Employees. Employees must identify themselves to the Contractor with the proper City identification and employee will be responsible to place order and make payment directly to the vendor. The City will not participate, nor be responsible for these purchases.

## 10. Activity Reports

- 10.1 Contractor agrees to provide cumulative activity reports for dollars spent of all City purchases by Department Number (2-digit code to be provided by City) to the Purchasing Division on a quarterly, semi-annual, annual and as-needed basis including periodic Pricing Audit Reports.
- 10.2 Contractor agrees to provide such reports with the following minimum fields: Department Number, Item Description, Manufacturer's Part Number, Quantity, Acquisition Cost, Unit Price, Extended Price, City charge number and City Order number.
- 10.3 Contractor agrees to provide reports in electronic format (i.e., Excel), to allow City to sort data on any field.
- 10.4 Contractor agrees to provide historical purchasing information for multiple years to allow City to perform trend analysis.
- 10.5 Contractor agrees to provide an Open Order Report on the last month of the City's fiscal year (June) detailing orders received that will not be delivered in June.

## 11. Customer Satisfaction

- 11.1 Contractor agrees to continually monitor contract performance and customer satisfaction for process improvement by including a City approved customer satisfaction survey with each purchase. Contractor shall recommend ways to measure customer satisfaction and describe how customer satisfaction statistics or survey results concerning the quality of the products or services will be reported to City.
- 11.2 Complaint Resolution Process: Contractor shall follow up with customers after delivery to ensure satisfaction. Complaints or issues shall be tracked and assigned to an account representative for resolution and escalation if necessary. .

## 12. Documentation

- 12.1 Contractor shall provide complete documentation for system components and software provided under the agreement. The manuals, disks and warranty registration cards must be included for all software provided.
- 12.2 Contractor shall track hardware and software purchases by the City.



### **13. Inspection and Acceptance**

Contractor shall make every effort to comply with all UL, FCC, ANSI guidelines, Federal and California state laws governing standard commercial technology products' production, handling, processing and labeling. In the event a product is defective or not in accordance with the specifications, City shall return non-conforming product to Contractor for replacement within 30 days.

### **14. Warranty and Service**

- 14.1 Contractor agrees to provide system components with a manufacturer's warranty, separate from the total system warranty.
- 14.2 Contractor agrees to facilitate replacement or repair, at no cost to the City, of any defective material, part or equipment covered under the guarantee during the term that the guarantee is in effect.

### **15. Billing and Early Payment (Cash) Discounts**

- 15.1 Contractor agrees to bill individual departments in either of two methods: 1) traditional invoicing, and 2) City Procurement (credit) card.
- 15.2 Contractor agrees to invoice each department in accordance per Order Release Form Authorization information: specific City Department, specific shipping and billing addresses or Procurement card information.
- 15.3 Contractor agrees that the prices billed on each invoice shall be verified in accordance with the contract pricing provisions in Section 1 – On Line Product Catalog, Section 8 – Pricing and Price Stability and Exhibit B.
- 15.4 Early Payment discounts: Not Applicable.

### **16. Environmental Commitment**

- 16.1 Contractor agrees to offer products that are environmentally friendly, energy efficient, product life cycle management.
- 16.2 Contractor agrees to offer technology products which, where applicable, meet the most recent set of U.S. Environmental Protection Agency's and Department of Energy's ENERGY STAR guidelines and have the ENERGY STAR label or certification by independent third party eco-labeling programs (i.e., TCO) affixed to any equipment covered by such guidelines (<http://www.energystar.gov>).
- 16.3 Contractor agrees to identify products that are environmentally preferred or energy efficient on web site or catalog product descriptions, including Energy Star compliance.
- 16.4 Recycling of Packaging Materials: Contractor agrees to recycle and use environmentally friendly recyclable packaging materials whenever possible.

### Exhibit B – Pricing

Hardware:

Description	% Mark-up Over Cost*
Webcams	11%
Plotters	11%
Flatscreen TVs	11%
Digital Cameras, Video Cameras	11%
Battery Backup/Power Surge	11%
Memory	11%
Routers and Switches	11%
Hard Drives	11%
CD, DVD Drives	11%
NIC Cards	11%
Sound & Graphic Cards	11%
Computer accessories	11%
Digital Camera Accessories	11%
Power Supply & Protection	11%
Mice, Keyboards	11%
Cables & Cords	11%
Telephone Headsets	11%
Projectors	11%
Miscellaneous	11%

\* Mark Up shall cover shipping/outbound freight (FOB destination)

Below are the proposed costs shown for illustration purposes of above noted markups.

A.

Item	Est. 12 Month Quantity	Unit Cost	% Markup	Unit Price	Extended Price
Laserjet Printer B/W: HP LaserJet M601DN or equal	10	\$866.04	0%	\$835.79	\$8,357.90
Laserjet Printer B/W: Other (Brother HL-6180DW)	10	\$304.30	1.45%	\$308.78	\$3,087.80
Laserjet Printer Color: HP LaserJet CP4025DN or equal	5	\$1,182.28	0%	\$1,149.00	\$5,745.00
Laserjet Printer Color: Other (Canon Imageclass LBP7660CDN)	5	\$435.58	11%	\$483.49	\$2,417.45

B.

Item	Est 12 Month Quantity	Unit Cost	% Markup	Unit Price	Extended Price
Drives: SATA Ultra (7200RPM) 500GB-2TB (500 GB)	10	\$41.50	9%	\$45.25	\$452.50
Drives: External Hard Drive 2TB-8TB (2TB)	20	\$80.93	1%	\$81.95	\$1,639.00
Drives: Thumb Drive Thumb Drive 8GB	100	\$3.75	9%	\$4.09	\$409.00
Drives: Thumb Drive Thumb Drive 16GB	100	\$6.00	11%	\$6.72	\$672.00
Drives: Thumb Drive Thumb Drive 32GB	100	\$10.00	11%	\$11.10	\$1,110.00
Drives: Thumb Drive Thumb Drive 64GB	50	\$19.00	8%	\$20.88	\$2,088.00
Data Cartridge: LTO 4 800GB/1.6TB	100	\$24.14	0%	\$20.14	\$2,045.00
FAX: IntelliFax-4100e	5	\$229.99	0%	\$229.99	\$1,149.95

**Notes:**

- 1) Items excluded from this proposal: personal computers, standard size monitors, laptops/tablets, servers, ink/toner cartridges, Microsoft Software.
- 2) Do not include sales tax.

Manufacturer	% Mark-up Over Cost*
Adobe	11%
McAfee	11%
Symantec	11%
TrendMicro	11%
All Other Software	11%

\* Mark Up shall cover shipping/freight (FOB destination)

For illustration purposes, please complete the following:

Item (latest version of all software)	Estimated 12 Month Quantity	Unit Cost +	3% Markup	Net Price	Extended Price
Adobe Document Cloud	100				
Adobe Creative Cloud Subscription	20				
Adobe Photoshop Subscription	20				
Adobe Photoshop Elements Subscription	20				
Veritas Backup Exec – Windows Server Ed	20	\$79.62	6.5%	\$85.00	\$850.00
Veritas Backup Exec – Windows Remote	50				
FileMaker Pro	20	\$288.16	6%	\$306.00	\$6,120.00
Symantec v17 Act Pro	20				
Symantec v17 Act Premium	20				
TOTAL:					

**Notes:** Microsoft Software Products are excluded from this proposal (currently under existing licensing agreement)  
Do not include sales tax in your proposal. The City will work with the selected Proposer to add sales tax as appropriate.

Description	% Mark-up Over Cost
Cisco – Smartnet Extended Warranty	6%
Dell Server – Extended Warranty	N/A
Checkpoint Software Subscription	N/A
Trend Warranty	N/A

**EXHIBIT C  
INSURANCE REQUIREMENTS**

Contractor, at Contractor's sole cost and expense, shall procure and maintain for the duration of this contract insurance or self-insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 10/01 including products and completed operations; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "nonowned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

**B. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident; and

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by City's Risk Manager. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officer, employees, agents and Contractors; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by The City's Risk Manager.

**D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
  - a. The City of San Jose, its officers, employees, agents and Contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and Contractors.

- b. Contractor's insurance coverage shall be primary insurance as respects City, its officers, employees, agents and Contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents or Contractors shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided City, its officers, employees, agents, or Contractors.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, except after thirty (30) days' prior written notice has been given to City's Risk Manager.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to City's Risk Manager.

F. **Verification of Coverage**

Contractor shall furnish City with certificates of insurance and with endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

Risk Management  
Finance Department  
City of San Jose  
200 East Santa Clara Street  
San José, CA 95113-1905

Phone: (408) 535-7062  
Fax: (408) 292-6489

G. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

## EXHIBIT D - PRIVACY AND DISCLOSURE POLICY

The purpose of this statement is to define the City of San Jose's policy with regard to the collection and use of personally identifiable information (PII). PII is any information relating to an identified or identifiable individual who is the subject of the information. Users of the City Web Site should be informed of the following:

The City of San Jose collects two kinds of customer information: (1) anonymous; (2) personally identifiable information (PII).

### A. **Anonymous information**

This type of information does not identify specific individuals and is automatically transmitted by your browser. This information consists of:

- The URL (Uniform Resource Locator or address) of the web page you previously visited;
- The domain names and/or IP addresses which are numbers that are automatically assigned to your computer whenever you are connected to the Internet or World Wide Web.
- The browser version you are using to access the site.

This information is used to help improve the City's Web Site. None of the information can be linked to an individual.

### B. **Personally Identifiable Information (PII)**

This type of information could include name, address, email address, telephone number, credit/debit card information. The City will make every reasonable effort to protect your privacy. It restricts access to your personal identifiable information to those employees who will respond to your request. The City does not intentionally disclose any personal information about our customers to any third parties or outside the City except as required by law or by the consent of the person providing the information.

The City only collects personally identifiable information that is required to provide service. You can decline to provide us with any personal information. However, if you should choose to withhold requested information, the City may not be able to provide you with the online services dependent upon the collection of that information.

### C. **Access to Personally Identifiable Information**

Access to personally identifiable information in public records at local levels of government in San Jose is controlled primarily by the California Public Records Act (Government Code Section 6250, et. seq.). Information that is generally available under the Public Records Act may be posted for electronic access through the City's Web Site. While the Public Records Act sets the general policies for access to City records, other sections of the California code as well as federal laws also deal with confidentiality issues.

### D. **Email addresses**

Email addresses obtained through the City's Web Site will not be sold or given to other private companies for marketing purposes. The information collected is subject to the access and confidentiality provisions of the Public Records Act, other applicable sections of the California code as well as Federal laws. Email or other information requests sent to the City Web Site may be maintained in order to respond to the request, forward that request to the appropriate agency within the City, communicate updates to the City page that may be of interest to citizens, or to provide the City web designer with valuable customer feedback to assist in improving the site. Individuals can cancel any communications regarding new service updates at any time.

### E. **Use of "Cookies"**

Some City applications use "cookies". A cookie is a small data file that certain web sites write to your hard drive when you visit them. A cookie file can contain information such as a user id that the site uses to track the pages you have visited. But the only personal information a cookie can contain is information you supply yourself. A cookie is only a text file and cannot read data off your hard disk or read cookie files created by other sites. Cookies can track user traffic patterns, recognize your computer's browser when you return, and could provide personalized content without requiring sign-in.

You can refuse cookies by turning them off in your browser. However, they may be required to use some of the web applications on the City's Web Site.

**F. Security**

The City of San Jose is committed to data security and the data quality of personally identifiable information that is either available from or collected by the City's Web Site and has taken reasonable precautions to protect such information from loss, misuse, or alteration.

**G. Contractual Services for the City's Web Site and On-Line Services**

To insure that contractors who have access to or provide contractual services for the City's On-Line (e-government) Services are not allowed to re-sell or in any way share or convey to another party or use it for another purpose any information that they may have access to in the course of doing business for the City; all city contracts regarding such services should contain a requirement that the contractor must comply with the City's Web Site and e-Government policies.

**H. Electronic Signatures and Payments**

The City of San Jose is committed to data security and the data quality of personally identifiable information that is either available from or collected by our web site and has taken reasonable precautions to protect such information from loss, misuse, or alteration. When a City application accepts credit cards or any other particularly sensitive information for any of its services, it encrypts all ordering information, such as the customer's name and credit card number, in order to protect its confidentiality.

**I. Disclaimer**

The City Web Site should contain a disclaimer substantially containing the following information:

1) The City of San Jose is neither responsible nor liable for any delays, inaccuracies, errors or omissions arising out of your use of the City's Web Site or with respect to the material contained on the Site, including without limitation, any material posted on the Site nor for any viruses or other contamination of your system. The City Web Site and all materials contained on it are distributed and transmitted "as is" without warranties of any kind, either express or implied, including without limitations, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The City of San Jose is not responsible for any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the Web Site and/or the materials contained on the Web Site whether the materials contained on the Web Site are provided by the City of San Jose or a third party. The City of San Jose is neither responsible nor liable for any viruses or other contamination of your system.

2) *Access to Information*

Unless otherwise prohibited by state or federal law, rule or regulation, you will be granted the ability to access and correct any personally identifiable information. The City will take reasonable steps to verify your identity before granting such access. Each City service that collects personally identifiable information will allow or review and update of that information.

3) *Non-City Web Sites*

Non-city web sites may be linked through the City's Web Site. Many non-city sites may or may not be subject to the Public Records Act and may or may not be subject to other sections of the California code or federal law. Visitors to such sites are advised to check the privacy statements of such sites and to be cautious about providing personally identifiable information without a clear understanding of how the information will be used.

4) The City is not responsible for, and accepts no liability for, the availability of these outside resources. Linked Web sites are not under the control of, nor maintained by, the City and the City is not responsible for the content of these Web sites, which can and do change frequently; nor for any internal links the displayed Web sites may contain. In addition, inclusion of the linked Web sites does not constitute an endorsement or promotion by the City of any persons or organizations sponsoring the displayed Web sites.



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

6th

day of December

20 16

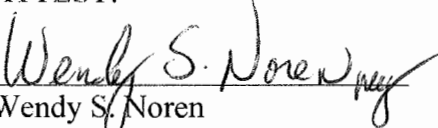
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Monterey Bay Cooperative Contract 010-2015 with Botach, Inc. of Los Angeles, CA to purchase hard armor stand-alone ballistic plates.

This is a Term and Supply contract and the terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

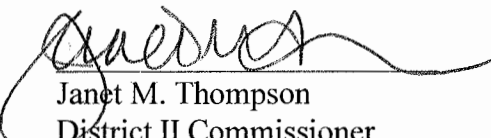
Done this 6th day of December, 2016.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Jacob M. Garrett  
Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission

FROM: Jacob M. Garrett, Buyer

DATE: November 29, 2016

RE: Cooperative Contract: *010-2015 – Botach 2016*

Purchasing and the Boone County Sheriff Department requests permission to put in place the Monterey Bay cooperative contract *010-2015 – Botach 2016* with Botach, Inc. of Los Angeles, California.

This is a Term and Supply contract in effect through January 31, 2019. The Sheriff Department will be using this Term and Supply contract to purchase hard armor stand alone ballistic plates at a cost of \$150.00 and module plate carrier at cost of \$60.00.

cc: Leasa Quick, Sheriff Department  
Gary German, Sheriff Department  
Contract File

**PURCHASE AGREEMENT  
FOR  
010-2015 – BOTACH 2016**

**THIS AGREEMENT** dated the 6<sup>th</sup> day of December 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Botach, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Body Armor Level III – Plate and Carrier, with the California State University Monterey Bay cooperative bid and contract number 010-2015, 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 contract file for this agreement if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the California State University Monterey Bay cooperative bid and Contract 010-2015, and Boone County Standard Terms and Conditions shall prevail and control over Vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to provide at its own expense all labor, materials, and equipment called for in the bid for Body Armor Level III – Plate and Carrier to County as needed, and to perform all work required in accordance with contract 010-2015 and per requirements and pricing as set forth in the contract agreement with the California State University Monterey Bay.

PLATE – Hardwire NIJ 06' Level III + Dyneema Hard Armor Stand Alone Ballistic Plates

- Cost \$150.00 per Plate

CARRIER with molle system – Kley-Zion Modular Plate Carrier

- Cost 60.00 per Carrier

3. **Delivery** - Vendor shall deliver the services and associated products specified herein to Boone County location(s) to be identified during the contract period. Services must be completed FOB delivered **within 45-60 days** after receipt of order.

4. **Contract Duration** – This agreement shall commence on the date of Commission Order written above and extend through February 01, 2017 with an additional three-year renewal option per contract 010-2015 and subject to the provisions of termination specified below.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the vendor's 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. Invoices must reference Contract 14-15-01 and be itemized in accordance with items listed on the purchase order. The County agrees to pay all invoices for completed work within thirty days of receipt of correct invoice and accompanying required affidavits and payroll records. 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.

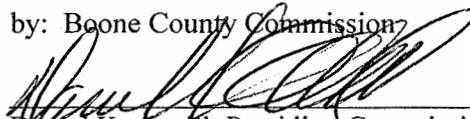
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**BOTACH, INC**

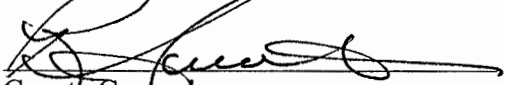
by ACKAH SARBAH

title MANAGER

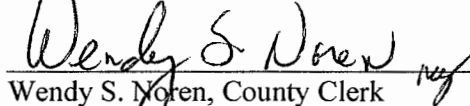
**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

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>Jane Pittsford by ig</u>	<u>11/30/16</u>	<u>Term &amp; Supply</u>
Signature	Date	Appropriation Account

1251/23300  
2901-23300

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. 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.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Business & Support Services  
Mountain Hall, Suite B  
100 Campus Center  
Seaside, CA 93955-6001  
831.582.5058  
Fax: 831.582.5122

January 26, 2016

Mr. Ackah Sarbah  
BOTACH, Inc.  
DBA Botach Tactical  
3423 W. 43<sup>rd</sup> Place  
Los Angeles, CA 90008

RE: Ballistic Body Armor Level III, Bid 010-2015  
Notice of Intent to Award a Contract

Dear Mr. Sarbah:

The Trustees of California State University Monterey Bay (herein referred to as CSUMB) have considered and accepted the BID submitted by BOTACH (herein referred to as CONTRACTOR) for the described service in response to its Request for Quote #010-2015 (herein referred to as PROPOSAL).

BOTACH is hereby notified that their BID has been accepted as designated in the accepted PROPOSAL.

CONTRACTOR is required by the Contract General Conditions to execute the Agreement and furnish the required services within the limits of the PROPOSAL.

If CONTRACTOR fails to execute said Agreement and furnish said services, per terms of the PROPOSAL, CSUMB will be entitled to consider all rights arising out of CSUMB'S acceptance of the PROPOSAL as abandoned and as a forfeiture of CONTRACTOR'S PROPOSAL. CSUMB will be entitled to such rights as may be granted by law.

CONTRACTOR is required to return an acknowledged copy of this NOTICE OF INTENT TO AWARD to CSUMB.

**California State University Monterey Bay**  
**Trustees of the California State University**

BY: Arthur J. Evjen  
Director of Business and Support Services

1/26/16

DATE

**CONTRACT AWARDED TO:**  
**BOTACH, Inc.**

BY (AUTHORIZED SIGNATURE)

PRINT NAME

TITLE

DATE

# MASTER AGREEMENT

AGREEMENT NUMBER <b>010-2015</b>	AM. NO.
CONTRACTOR IDENTIFICATION NUMBER <b>BOTACH-2016</b>	

THIS AGREEMENT, made and entered into this 01 day of February, 2016 in the State of California, by and between California State University, Monterey Bay and the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called CSU and

CONTRACTOR'S NAME/ADDRESS

**BOTACH, INC., 4323 W. 43<sup>rd</sup> Place, Los Angeles, CA 90008**

, hereafter called Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulation of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

The term of this agreement covers the period of Feb 01, 2016 through Jan 31, 2019.

The Contractor will provide the following Body Armor Level III:

PLATE – Hardwire NIJ 06' Level III+ Dyneema Hard Armor Stand Alone Ballistic Plates

- Cost \$150.00 per Plate
- Shooters cut
- Size 10" x 12"
- 4.25 lbs.
- 1.3" Thick
- 25 Year Warranty
- 100% Made in USA

CARRIER with molle system – Kley-Zion Modular Plate Carrier

- Cost \$60.00 per Carrier
- POLICE patch front and back
- Patch with white letters on black, all in caps POLICE
- Dimensions 3" high and 8.5" wide with letter size to fill the patch
- Fully adjustable padded shoulder straps
- Fully adjustable MOLLE side straps
- Internal straps adjustable to accommodate S/M/L plate sizes
- Front integrated Velcro storage pouch
- Hook & loop Velcro for ID patch attachment
- Mil-Spec MOLLE attachment throughout
- Reinforced stitching throughout
- Heavy duty drag strap
- Rugged 1000 denier cordura nylon

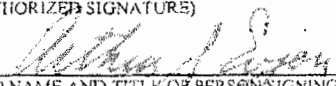
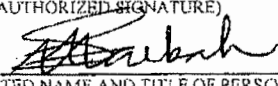
FOB Delivered (delivery expected 45-60 days) ~ April 1, 2016

Delivery locations will be by campus, all located in California and shall ship to Central Receiving, Attn: Chief of Police, UPD; see attached chart for distribution.



Vendor Contact:  
 Ackah Sarbah  
 (213) 595-6492  
 ackah@botach.com

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

<b>CALIFORNIA STATE UNIVERSITY, MONTEREY BAY</b>		<b>BOTACH, INC.</b>	
<b>Trustees of the California State University</b>			
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
	2/1/16		2/1/16
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Arthur J. Egan		ACKAH SARBAH MANAGER	
ADDRESS		ADDRESS	
100 Campus Center, Mountain Hall, Suite B Seaside, CA 93955		3423 W 43 <sup>RD</sup> PLACE, LOS ANGELES CA 90008	

**CALIFORNIA STATE UNIVERSITY'S**  
**Delivery Addresses**  
**Per Campus**

Total Order - 469 Units  
 Each Unit Includes:  
 - 1 each Carrier  
 - 2 each Ballistic Plates as detailed  
 2 - each POLICE patches

SHIP TO CENTRAL RECEIVING  
 ATTN: CHIEF OF POLICE, UPD

Name of Campus	Address	City/State	Qty/ Unit
CSU Bakersfield	9001 Stockdale Highway	Bakersfield, CA 93311-1022	14
CSU Channel Islands	One University Drive	Camarillo, CA 93012	14
CSU Chico	400 West 1st Street	Chico, CA 95929-0244	17
CSU Dominguez Hills	1000 E. Victoria Street	Carson, CA 90747	18
CSU East Bay	25800 Carlos Bee Blvd.	Hayward, CA 94542-3021	17
CSU Fresno	5150 North Maple Avenue	Fresno, CA 93740-8026	28
CSU Fullerton	2600 E. Nutwood Avenue, Suite 300	Fullerton, CA 92831	29
Humboldt State University	1 Harpst Street	Arcata, CA 95521-8299	12
CSU Long Beach	1250 Bellflower Blvd.	Long Beach, CA 90840	22
CSU Los Angeles	5151 State University Drive	Los Angeles, CA 90032-8747	24
CSU Maritime	200 Maritime Academy Drive	Vallejo, CA 94590	11
CSU Monterey Bay	100 Campus Center	Seaside, CA 93955-8001	15
CSU Northridge	18111 Nordhoff Street	Northridge, CA 91330-8231	28
Cal Poly Pomona	3801 W. Temple Avenue	Pomona, CA 91768	22
CSU Sacramento	6000 J Street	Sacramento, CA 95819-6008	23
CSU San Bernardino	5500 University Parkway	San Bernardino, CA 92407-2397	17
San Diego State University	5500 Campanile Drive	San Diego, CA 92181-1616	30
San Francisco State University	1600 Holloway Avenue	San Francisco, CA 94132	29
San Jose State University	One Washington Square	San Jose, CA 95192	32
Cal Poly San Luis Obispo	1 Grand Avenue	San Luis Obispo, CA 93407-0121	18
CSU San Marcos	333 Twin Oaks Valley Road	San Marcos, CA 92096-0001	21
Sonoma State University	1801 East Cotati Avenue	Rohnert Park, CA 94928-3609	15
CSU Stanislaus	One University Circle	Turlock, CA 95382	13
TOTAL			469

**Botach Inc., DBA Botach Tactical**  
 3423 West 43rd Place  
 Los Angeles, CA 90008  
 (323) 293-7770  
 Sales@Botach.com  
 www.Botach.com

**Estimate**



**ADDRESS**  
 Boone County Sheriff's Dept  
 ATT: LEASA QUICK  
 2121 County Dr  
 Columbia MO 65202  
 (573)876-2149

**SHIP TO**  
 Boone County Sheriff's Dept  
 ATT: LEASA QUICK  
 2121 County Dr  
 Columbia MO 65202

ESTIMATE #	DATE
135561	07/22/2016

DESCRIPTION	QTY	PRICE	AMOUNT
RFQ- HARDWIRE PLATES			
<b>Sales</b> PLATE Hardwire NIJ 06' Level III+ Dyneema Hard Armor Stand Alone Ballistic Plates Cost \$150 per plate Shooters Cut Size 10"X12" 4.25" LBS 1.3 Thick 25 Year Warranty 100% Made in USA	2	150.00	300.00
<b>Sales</b> CARRIER Kley-Zion Modular Plate Carrier (POLICE PATCH INCLUDED)  Emergency drag handle. Detachable shoulder pads. Side release buckles on shoulders and internal waist strap. Accepts up to 10 x 13 plates. Accepts up to 6 x 8 side panel plates. Easy access to ballistic plates with pull down flaps. Adjustable/detachable cummerbund with pockets for side armor. One front map pocket with snap, hook & loop closure. All armor compartments (front, back & two side) have hook and loop panel. Lightly padded mesh on front and back harness for comfort and airflow. Fits M - XL Adjustable	1	60.00	60.00

Ackah Sarbah  
 (213) 595-6492  
 ackah@botach.com

**TOTAL \$360.00**

Accepted By

Accepted Date



**REQUEST FOR QUOTE (RFQ)**  
California State University, Monterey Bay  
Contracts and Procurement

**BID NUMBER:** 010-2015  
**BID TITLE:** Body Armor

**ISSUE DATE:** November 19, 2015  
**RFQ CONTACT:** Eva Salas  
**PHONE NUMBER:** 831-482-3751  
**FAX:** 831-582-5122  
**E-MAIL:** [esalas@csumb.edu](mailto:esalas@csumb.edu)

**PROPOSAL DELIVERY LOCATION:**  
**California State University, Monterey Bay**  
**Contracts and Procurement**  
**100 Campus Center, Mountain Hall, Suite B**  
**Seaside, CA 93955**

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SECTION 1	Purpose and Overview
SECTION 2	Schedule of Events
SECTION 3	Solicitation Provisions and Proposer's Certification
SECTION 4	Scope of Work
SECTION 5	Evaluation and Selection Criteria
SECTION 6	Instructions, Content, and Format
SECTION 7	Recommended Equipment and EXHIBIT 1 - Bid Specifications

**APPENDIXES**

APPENDIX A	CSU General Provisions for Acquisition of Goods dated 10/15/2014
APPENDIX B	Payee Data Record, STD 204
APPENDIX C	Bidder Declaration Form
APPENDIX D	Price Sheet
APPENDIX E	Target Area Contract Preference Act (TACPA)

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**SECTION 1 – PURPOSE AND OVERVIEW****1.1 PURPOSE**

The purpose of this Request for Quote (RFQ) is to solicit proposals from firms qualified to provide body armor to California State University, Monterey Bay (CSUMB) and other participating California State University (CSU) campuses at contracted pricing in accordance with the requirements of this RFQ.

It is the intent of CSUMB, through this RFQ process, to include the following categories of body armor:

Each unit shall include:

- Ballistic Body Armor Level III;
- Tactical Outer Carrier with Molle Fastener System; and
- Two (2) Ballistic Plates

The scope of this RFQ includes body armor, carrier and plates. CSUMB reserves the right to eliminate any specific line item(s) from the final award.

CSUMB intends that the selected bidder will work in cooperation with CSUMB to furnish quality products at the lowest price available in a timely and efficient manner. The selected bidder will be the primary point of contact for product manufacturing, and distribution of body armor carrier and plates to all 23 campuses.

The use of this contract is for 23 campuses located in California, deliveries shall be made to each campus that has the option to utilize this contract. FOB Delivered.

The awarded bidder shall permit CSU campuses to participate under this contract. For the purpose of this proposal, CSU campuses shall have the same rights and privileges as CSUMB under this contract. Any CSU campus desiring to participate shall be required to submit to the same responsibilities as CSUMB and will have no authority to amend, modify or change any condition of this contract.

Delivery locations will be by campuses that have the option to utilize this contract.

Contract award, if made, will be made as an "All or None" award.

**1.2 CSU BACKGROUND**

The California State University (CSU) is the State of California acting in a higher education capacity; with 23 campuses.

**1.3 SCOPE OF RFQ**

This RFQ contains the instructions governing the requirements for a proposal to be submitted by interested Bidders, the format that bid information is to be submitted and the material to be

included therein. This RFQ also addresses the requirements that Bidders must meet to be eligible for consideration, as well as addressing Bidder's responsibilities.

This procurement will follow a phased approach designed to increase the likelihood that proposals will be received without disqualifying defects.

The additional step(s) will:

- Ensure that the Bidders clearly understand CSUMB's requirements before attempting to develop their final solutions;
- Ensure that CSUMB clearly understands what each Bidder intends to propose before proposals are finalized; and
- Give CSUMB and each Bidder the opportunity to discuss potentially unacceptable elements of a Bidder's proposal and give the Bidder the opportunity to modify its proposal to correct such problems.

If a Bidder expects to be afforded the benefits of the steps included in this RFQ, the Bidder must take the responsibility to:

- Carefully read the entire RFQ;
- If clarification is necessary, ask appropriate questions in a timely manner;
- Submit all required responses, complete to the best of Bidders ability, by the required dates and times;
- Make sure that all procedures and requirements of the RFQ are accurately followed and appropriately addressed; and
- Carefully reread the entire RFQ before submitting bid proposal.

#### 1.4 PROJECT OVERVIEW

This RFQ for body armor is designed to take advantage of volume purchasing and obtain the lowest prices to CSUMB, while reducing environmental impact.

##### 1.4.1 PROPOSED REQUIREMENTS

The following factors represent key high level contractor responsibilities for this contract.

###### 1.4.1.1 CATEGORY

Bidders must bid on Ballistic Body Armor or better for each unit, as follows:

- Body Armor Level III or better;
- Tactical Outer Carrier with Molle Fastener System; and
- Two (2) Ballistic Plates

###### 1.4.1.2 RECOMMENDED EQUIPMENT SPECIFICATIONS

- Price for 460 – 480 units – (unit includes two ballistic plates and one carrier).
- NIJ Standards – Level III or better (proof of NIJ standards required).
- Multi-round rated.
- Carrier shall be adjustable "One size fits all".

- Carrier shall include "POLICE" patch front and back in large white letters.
- Carrier to have Molle System on it.
- Plate Size (Minimum 10" x 12" plates).
- No ceramic used in plate construction.
- Maximum weight: 3.5lbs per plate (lighter is better).
- Maximum total weight: 10 lbs. (with two plates and carrier).
- Must stop three (3) rounds of 5.56 mm ball, 7.62 x 51 mm (AR), 7.62 x 54 mm (Sniper), M43 7.62 x 39 mm (SKS) at 15 feet from 20 inch barrel.
- Must stop all rounds within ½ inch of edge.
- Must stop all rounds within ½ inch of previous strike.
- Must submit two (2) plates for field testing within the above listed criteria, conducted by representatives selected by CSU.
- Submit two (2) plates for testing, WILL NOT BE RETURNED.
- Submit one (1) sample of carrier, WILL NOT BE RETURNED.
- Minimum 5 year warranty (longer warranty desired, 7-10 years).
- Should be made in USA.
- Earliest delivery date available.
- Successful bidder shall distribute/ship units to 23 locations in California.

NOTE: Potential bidders not meeting these minimum qualifications shall not receive further consideration in this solicitation.

#### 1.4.2 CONTRACTOR RESPONSIBILITY

CSUMB intends that the selected bidder will work in cooperation with CSUMB to furnish quality body armor products at the lowest price available in a timely and efficient manner. The selected bidder will be the primary point of contact for product manufacturing and distribution of body armor to CSU campuses.

#### 1.4.3 PRODUCTS

The scope of this RFQ includes Ballistic Body Armor Level III, carrier and plates. The body armor specifications are identified in Exhibit 1, Bid Specification, and Appendix D, Price Sheet

#### 1.4.4 ORDERING

CSUMB will place an order for 460 – 480 units to the awarded contractor.

The recommended equipment is identified in Section 7 and the bid specifications in Exhibit 1.

#### 1.4.5 DELIVERY

Delivery locations will be by campus all located in California; FOB Delivered.

**1.5 AWARD OF CONTRACT**

CSUMB reserves the right to reject any and all proposals. Award, if any, will be to the bidder whose proposal best complies with all the requirements of the RFQ documents and any addenda. A "Notice of Intent to Award" will be publicly posted for five (5) consecutive working days prior to the award. Evaluation methodology and bases for award are described in Section 5 – Evaluation and Selection Criteria.

The awarded bidder shall permit all 23 campuses to participate under this contract. Any campus desiring to participate will have no authority to amend, modify or change any condition of this contract.

**1.6 RFQ RULES AND INSTRUCTIONS**

The rules governing this RFQ are stated in Section 6 – (Instructions, Content, and Format). Proposers are advised to carefully read, understand, and comply with these requirements in preparing a response to this RFQ.

**1.7 RULES GOVERNING COMPETITION**

The purpose of competitive bidding is to secure public objectives in the most value-effective manner and avoid the possibilities of graft, fraud, collusion, etc. Competitive bidding is designed to benefit CSUMB and is not for the benefit of the bidders. It is administered to accomplish its purposes with sole reference to the public interest. It is based upon full and free bidding to satisfy CSUMB specifications, and acceptance by CSUMB of the most value-effective solution to the CSUMB's requirements, as determined by the evaluation criteria contained in the RFQ.

**1.7.1 IDENTIFICATION AND CLASSIFICATION OF RFQ REQUIREMENTS**

Section 1 of this RFQ describes the entire procurement process. Specific guidelines for the submission of this RFQ response are found in Section 6, Instructions, Content, and Format.



**SECTION 2 – SCHEDULE OF EVENTS**

**2.1 KEY ACTION DATES**

Listed below are the important dates related to this RFQ. If CSUMB finds it necessary to change any of these dates before the Proposal submission, it will be accomplished by an addendum. All dates after the Proposal submission deadlines are approximate and may be adjusted as conditions indicate without addendum to the RFQ.

Unless otherwise indicated, Bidder submissions shall be due by the close of business day on the date indicated in this section. Close of business day shall be 5:00 p.m. All times are Pacific Standard Time (PST)/Pacific Daylight Time (PDT).

No.	Event/Action	Action Date
1.	RFQ Release	Nov 19, 2015
2.	Last day to submit questions for clarification	Dec 03, 2015
3.	Deadline for Submission of Proposals	Dec 16, 2015
4.	Testing	Jan 04-08, 2016
5.	Notice of Intent to Award	Jan 13, 2016
6.	Contract Award	Jan 20, 2016

*Note: All dates above are subject to change*

Email questions to: [procurement@csumb.edu](mailto:procurement@csumb.edu) **QUESTIONS WILL ONLY BE ACCEPTED IF EMAILED.** Responses to questions and addendums will be posted at: <http://www.bidsync.com/>

The dates up to and including the “Deadline for Submission of Proposals” date may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written notice. Additional RFQ steps may be included at the discretion of CSUMB.

**PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED.**

**2.1.1 PROCUREMENT OFFICIAL**

The Procurement Official contact information for this RFQ is listed below:

Eva Salas  
 Contracts and Procurement  
 California State University, Monterey Bay  
 100 Campus Center, Mountain Hall, Suite B  
 Seaside, CA 93955  
 Facsimile: (831) 582-5122  
 E-mail: [procurement@csumb.edu](mailto:procurement@csumb.edu)

All inquiries, questions, and proposal submittals must be directed to only this person, unless otherwise identified in this RFQ or changed by addendum to this RFQ. The Procurement Official will also act as the department contact for other information.

Oral communications directly with procurement officers and employees concerning this RFQ are discouraged and shall not be binding to CSUMB. Bidders should only rely on written statements issued by the Procurement Official.

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**SECTION 3 – SOLICITATION PROVISIONS AND PROPOSER'S CERTIFICATION****3.1 SOLICITATION PROVISIONS****3.1.1 DEFINITIONS**

- a. The Trustees of the California State University are referred to as "California State University, Monterey Bay," "University" or "Trustees."
- b. The terms "bid" and "proposal" are synonymous and means an offer made in response to a solicitation to supply goods at a specified price, whether or not it is considered a "seal bid" or results in award of a contract to a single or sole source.
- c. "Bidder" or "Proposer", "Contractor" is used to interchangeably and each shall apply to the business entity which submits a bid/proposal or is awarded a contract.

**3.1.2 RESERVATION OF RIGHTS**

CSUMB may reject any or all proposals and may waive any immaterial deviation in the Proposal. CSUMB's waiver of an immaterial defect shall in no way modify the RFQ documents or excuse the Bidder from full compliance with the specification if the Bidder is awarded the contract. Proposals that include terms and conditions other than the CSUMB's terms and conditions may be rejected as being non-responsive. In the event all proposals are rejected or CSUMB determines alternative solutions are in its best interest, CSUMB may cancel this solicitation and pursue alternative sourcing options.

CSUMB may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this purpose. CSUMB reserves the right to reject any submittal made pursuant to this RFQ or any subsequent Proposal or bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy CSUMB that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work specified. Additionally, CSUMB reserves the right to request additional performance guarantees if, in the sole opinion on CSUMB, financial stability or capability cannot be established.

**3.1.3 NON-ENDORSEMENT**

If selected as a qualified Bidder, the Bidder shall not issue any news releases or other statements pertaining to selection, which state or imply CSUMB endorsement of Bidder's services.

**3.1.4 DISPUTES/PROTESTS**

CSUMB encourages potential Bidders to resolve issues regarding the requirements or the procurement process through written correspondence and discussions. CSUMB wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Bidder’s filing a notification to protest must do so within five (5) business days after a Notice of Intent to Award has been publicly posted. The protesting Bidder shall submit a full and complete written statement detailing the facts in support of the protest within 10 calendar days after expressing notification to protest. Protest must be sent by certified or registered mail or delivered in person to the Procurement Official. Within a reasonable time after receipt of the written statement of protest, CSUMB will provide a decision on the matter. The decision will be in writing and sent by certified or registered mail or delivered in person to the protesting Bidder. The decision of CSUMB is final.

3.1.5 AWARD OF CONTRACT

CSUMB reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the Bidder, whose proposal best complies with all of the requirements of the RFQ documents and any addenda. A “Notice of Intent to Award” will be posted publicly for five (5) consecutive working days prior to the award. Written notification will be made to unsuccessful vendors.

The selected Bidder and CSUMB shall commit to negotiation for the final scope of services to be accepted and execution of an agreement, in substantial accordance with the terms and conditions herein, within 30 days of the Notice of Intent to Award. Should the parties be unable to reach final agreement within this time frame, the parties may mutually agree upon a time extension to complete negotiations and contract execution. If the parties are unable to agree upon a time extension, or if CSUMB determines that a time extension would not be beneficial to the project, CSUMB reserves the right to terminate negotiations and proceed with a secondary finalist.

3.1.6 EXECUTION OF THE AGREEMENT

The Agreement shall be signed by the Contractor and returned, along with the required attachments to CSUMB within **fourteen (14)** calendar days from receipt of contract. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate CSUMB officials. Any work performed prior to receipt of a fully executed contract shall be at Contractor’s own risk.

3.1.7 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees shall grant a bid incentive for bid evaluation purposes only. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. A non-small business cannot displace a California certified small business from the top ranked position due to application of preferences or incentive. The bid incentives levels are as follows:

DVBE Participation on this contract	Incentive
1%	1%
2%	2%

3%	3%
4%	4%
5% and above	5%

In solicitations where an award is to be made to the highest scored bidder based on evaluation factors in addition to price, the DVBE Incentive shall be a percentage of the highest responsible bidder’s total score. In solicitations where an award is to be made to the low bid, the incentive is a percentage of the low bid total.

If requesting the certified DVBE Incentive, then complete the Bidder Declaration Form and indicate the total DVBE participation.

For further information on DVBE participation requirements or incentive for this project, contact Reyola Carlisle, CSUMB Small Business & DVBE Advocate at 831-582-3506 or via rcarlisle@csumb.edu.

3.1.8 SMALL BUSINESS PREFERENCE

The State of California requires agencies to provide a five percent (5%) preference to Proposers or Bidders who qualify as either California certified small businesses or non-small businesses that commit 25% of the contract value to California certified small businesses. To be eligible, the small businesses must be certified by The Office of Small Business and DVBE Services. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Government Code, Section 14838, et seq. and Title 2, California Administrative Code, Section 1896, et seq.,. Copies of the codes and regulations are available online or upon request.

If requesting the Small Business Preference, then complete the Bidder’s Declaration Form and indicate the total Small Business participation.

The use of the Small Business Preference shall be in compliance with the law and specifically Government Code Section 14838.B.2. In solicitations where an award is to be made to the highest scored bidder based on evaluation factors in addition to price, the preference to small businesses or microbusiness shall be 5 percent of the highest responsible bidder’s total score. The preference to non-small business bidders that provide for small business or microbusiness subcontractor participation shall be up to a maximum 5 percent of the highest responsible bidder’s total score, determined according to rules and regulations established by the Department of General Services. In solicitations where an award is to be made to the low bid, the preference is applied by factoring 5 percent of a non-small business low bid total and subtracting this amount from the small business bid total.

3.1.9 ACCESSIBILITY TECHNOLOGY INITIATIVE – SECTION 508

California Government Code 11135 requires that CSUMB comply with Section 508 of the Rehabilitation Act of 1973, as amended, and to apply the accessibility standards

published by the U.S. Access Board for electronic and information technology (EIT) products and services that it buys, creates, uses, and maintains.

EIT is any equipment, interconnected system, or subsystem of equipment used in the creation, conversion, or duplication of data or information. EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101. EIT includes:

- a. Telecommunication products, such as telephones;
- b. Information kiosks;
- c. Transaction machines;
- d. World Wide Web sites;
- e. Software and Operating Systems;
- f. Computers;
- g. Multimedia (including videotapes), and;
- h. Office equipment, such as copiers and fax machines.

3.1.10 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY

A contractor may be required to furnish a bond to CSUMB against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

3.1.11 ACCOMMODATIONS FOR THE DISABLED

It is the policy of CSUMB to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process; or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation.

3.1.12 PUBLIC CONTRACTS CODE RESTRICTIONS FOR CSUMB EMPLOYEES

CSUMB employees and immediate past employees must comply with restrictions regarding contracting with CSUMB. Bidder needs to be aware of the following provisions regarding current or former CSUMB employees. In submitting a bid, Bidder certifies that the Bidder is eligible to contract with CSUMB pursuant to the Public Contracts Code (PCC) sections list below:

- a. Current CSUMB Employees (PCC Section 10831):
  - i. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CSUMB department through or by a CSUMB contract unless the employment, activity or enterprise is within the course and scope of the officer's or employee's regular CSUMB employment.
  - ii. No officer or employee shall contract on his or her own behalf as an independent Bidder with any CSUMB department to provide goods or services.

- iii. This prohibition does not apply to officers or employees of CSUMB with teaching or research responsibilities.
- b. Former CSUMB Employees (PCC Section 10832):
  - i. For the two-year period from the date he or she left CSUMB employment, no former CSUMB officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CSUMB department.
  - ii. For the twelve-month period from the date he or she left state employment, no former CSUMB officer or employee may enter into a contract with any CSUMB department if he or she was employed by that CSUMB department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CSUMB service.

### 3.1.13 LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 10730 of the Business and Professions Code. "Loss leader" means any article or product sold at less than cost:

- a. Where the purpose is to induce, promote, or encourage the purchase of other merchandise; or
- b. Where the effect is a tendency or capacity to mislead or deceive purchasers to prospective purchases; or
- c. Where the effect is to divert trade from or otherwise injure competitors.

### 3.1.14 BRAND NAMES

Any reference to brand names is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals meeting the indicated standards of quality will be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brands. Unless the contractor specifies otherwise in the proposal, it is understood the Contractor is offering referenced brands as specified. CSUMB reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references. CSUMB may require a contractor offering a substitute to supply additional descriptive material and sample.

## 3.2 **BIDDER'S CERTIFICATION**

By submitting a proposal, the Bidder certifies to comply with the following:

3.2.1 AMERICANS WITH DISABILITIES ACT (ADA)

Bidder assures CSUMB that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).

3.2.2 UNFAIR PRACTICES ACT

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).

3.2.3 VIOLATION OF AIR OR WATER POLLUTION LAWS

Unless the contract is less than \$25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Bidder warrants that the Bidder has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution. By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

3.2.4 COMPLIANCE WITH NLRB ORDERS

In submitting a bid or signing a contract the Bidder swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two-year period because of the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.29.

3.2.5 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the Bidder:

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the procurement body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the procurement body pursuant to the bid. Such assignment shall be made and become effective at the time the procurement body tenders final payment to the Bidder (Government Code Section 4552).



If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553). Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

### 3.2.6 NON-COLLUSION AFFIDAVIT

By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

### 3.2.7 SAFEGUARDS FOR PROTECTING CSUMB INFORMATION ASSETS

By submitting a bid, Bidder acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b) (2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Bidder hereby certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314.

### 3.2.8 COVENANT AGAINST GRATUITIES

The Bidder shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Bidder, or any agent or representative of the Bidder, to any officer or employee of CSUMB with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CSUMB shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSUMB in procuring on the open market any items, which the Bidder agreed to supply, shall be borne and paid for by the Bidder. The rights and remedies of CSUMB provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### 3.2.9 DRUG-FREE WORKPLACE CERTIFICATION

The Bidder certifies under penalty perjury under the laws of the State of California that the Bidder will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. requires.

### 3.2.10 ELECTRONIC WASTE RECYCLING ACT

In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Changer 8.5 of the Public Resource Code, the Bidder certifies that it, and its agents, subsidiaries, partners, joint ventures, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to CSUMB that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the bidder, its agents, subsidiaries, partners, joint venturers, or subcontractors. In addition the Bidder agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.

### 3.2.11 DARFUR CONTRACTING ACT

PCC sections 10475 et seq., the Darfur Contracting Act of 2008, establish restrictions against contracting with vendors conducting certain types of business in Sudan. The Act sets forth criteria to determine if a vendor is a "scrutinized company" and therefore ineligible to bid on or submit a proposal for State contracts.

Upon submitting a bid, bidders that have had business activities outside of the United States within the previous three years certify that they are not a scrutinized company as defined, or demonstrate they obtained permission under the statute. (PCC §§ 10478, 10477(b).) False certifications shall cause the bid to be invalidated. (PCC § 10479.)

### 3.2.12 IRAN CONTRACTING ACT

PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. By submitting a bid in excess of \$1 million, bidder certifies that bidder is not a financial institution extending credit to an ineligible vendor on the list published by the California Department of General Services on the web site: <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>

(PCC § 2204.) The Act includes certain exceptions. (PCC § 2203(c).)

### 3.2.13 THE CONGO – SECURITIES EXCHANGE ACT

PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. CSUMB will not accept

bids or proposals or contract for goods or services related to products or services from companies designated as a "scrutinized company" by the Federal Government.

By submitting a bid, bidder certifies that they are not a scrutinized company as defined. False certifications shall cause the bid to be invalidated.

For purposes of this section, a "scrutinized company" is a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.

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**SECTION 4 – SCOPE OF WORK****4.1 STATEMENT OF WORK**

The Contractor shall provide quality body armor products, to CSUMB and CSU campuses in a timely and efficient manner.

The Contractor will be the primary point for product manufacturing and distribution of the respective contract line items to CSUMB and CSU campuses.

**4.2 CONTRACTOR RESPONSIBILITIES**

- Contractor shall perform the responsibilities of the contract in accordance with the requirements set forth within CSUMB's contract.
- The Contractor will provide a Contract Manager that will work with CSUMB's personnel to fully implement and manage the contract.
- The Contractor will work closely with subcontractors (if applicable) to fully implement and manage the contract.
- The Contractor shall make available to CSUMB, technically competent personnel to accomplish the tasks and deliverable for the implementation and management of the contract.
- The Contractor will have a customer service unit that is dedicated to this contract, to respond to user inquiries.
- Contractor shall perform all deliveries to each campus in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
- CSUMB may terminate the Contract upon the occurrence of any breach by the Contractor of any material term of this Contract.

**4.3 CSUMB RESPONSIBILITIES**

- CSUMB will provide personnel that will work with the Contractor's Administrator to fully implement and manage the contract.
- CSUMB, along with other CSU's, will be responsible for reviewing and approving each deliverable.

**4.4 USER RESPONSIBILITIES**

- The receiving campuses will provide a Point of Contact (POC) for each purchase to insure that the goods and/or services are delivered in accordance with the terms and conditions of the contract. The person will be the POC for arranging the delivery.
- The receiving campuses will ensure the Contractor has proper access to the appropriate areas for deliveries for the Body Armor CSU Contract.

**SECTION 5 – EVALUATION AND SELECTION CRITERIA**

**5.1 EVALUATION METHOD**

This section describes how CSUMB plans to evaluate the responding proposals and identify the proposals that meet the RFQ’s objectives and provide the best value for CSUMB.

All proposals shall be reviewed to verify the Proposer has met the RFQ submission requirements. Proposals that have not followed the rules, do not meet minimum content or requirements and quality standards, take unacceptable exceptions to CSUMB’s General Provisions (Appendix A), or are non-responsive to the required responses in this RFQ will be eliminated from further consideration.

Proposals determined to have met the RFQ requirements will be reviewed and evaluated by a CSUMB Evaluation Team. As a part of this review, CSUMB may require proposing firms to clarify the information submitted. This clarification process may be conducted through written or electronic correspondence or through an interview with the CSUMB Evaluation Team.

Responsive Proposers may be required to give oral presentations to CSUMB as part of the evaluation process. The purpose of presentation is to give bidders an opportunity to demonstrate their ability to perform the scope of work defined in this RFQ and clarify outstanding issues. It is in the proposing firm’s best interests to submit a thorough and complete proposal and not depend on the presentation process to provide additional information.

**5.1.1 POINT SCORING SCHEDULE**

The CSUMB Evaluation Team will make its evaluation based on the criteria below.

Evaluation Criteria		Points
<b>A</b>	Price	40
<b>B</b>	Warranty	30
<b>C</b>	Unit Quality	15
<b>D</b>	Availability/Timing	10
<b>E</b>	Made in USA	5
<b>Total Points:</b>		<b>100</b>

**5.1.2 EVALUATION CRITERIA**

Proposals will be reviewed, evaluated, and scored in accordance with the point schedule for all evaluation criteria noted below.

**A. PRICE 40 POINTS**

The lowest overall price proposal shall receive the maximum points.

Prices shall remain valid for a period of 60 days from the proposal due date.

**B. WARRANTY 30 POINTS**

This section will consider and evaluate Bidder's proposed warranty; minimum 5 year warranty (longer warranty desired 7 – 10 years).

**C. UNIT QUALITY 15 POINTS**

This section will consider the overall quality of the unit. Ballistics testing of higher ranked units will be performed after preliminary review and ranking. Lower ranking units may not necessarily be tested.

**D. AVAILABILITY/TIMING 10 POINTS****E. MADE IN USA 5 POINTS****5.1.3 RECEIPT OF PROPOSALS**

Proposals, including 2 full size plates for testing and a sample carrier, must be delivered by the date and time stated in RFQ Section 2.1, Key Action Dates. Each proposal will be date and time marked as it is received, and verified that it is properly sealed and identified. Unsealed proposals will be rejected. Proposals will remain sealed until the designated time for opening.

Proposals received after the date and time specified in RFQ Section 2.1, Key Action Dates, for receipt of Proposals will be deemed non-responsive and will be rejected. Proposals must be submitted in the format specified in Section 7 Instructions, Content, and Format.

**5.1.4 CSUMB EVALUATION TEAM**

CSUMB has established an evaluation team that will be responsible for the review and evaluation of bidder proposals in accordance with the process describe in the RFQ.

CSUMB Evaluation Team will use controlled testing to determine pass/fail requirements and to determine the bidder's score for each score requirement.

**5.2 EVALUATION OF PROPOSALS****5.2.3 PROPOSAL OPENING AND VALIDATION CHECK**

All Proposals received by the time and date specified in RFQ Section 2.1, Key Action Dates, will be reviewed and evaluated.

The proposals will be checked for the presence of proper identification and the required information in conformance with the requirements of this RFQ. Absence of required information, 2 full plates and a sample carrier may deem the proposal to be non-responsive and may cause rejection.

#### 5.2.4 VALIDATION AGAINST REQUIREMENTS

CSUMB shall check each proposal in detail to determine its compliance to the RFQ requirements. CSUMB reserves the right to determine if the Bidder's response to a requirement, as detailed in their description and/or supporting documentation, supports or contradicts the Bidder's claim of intended compliance.

During the evaluation of the proposals, the CSUMB Evaluation Team may request that the bidder clarify any area of the proposal that CSUMB Evaluation Team determined to be unclear. However, this request for clarification will not be an opportunity for the bidder to change their proposal.

#### 5.2.5 COST ANALYSIS

The required cost worksheets will be checked for mathematical accuracy. Errors and inconsistencies will be dealt with according to the procedures.

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**SECTION 6 – INSTRUCTIONS, CONTENT, AND FORMAT****6.1 INSTRUCTIONS****6.1.1 QUESTIONS REGARDING RFQ AND POINT OF CONTACT**

Any questions, interpretations, or clarifications, either administrative or technical, about this RFQ must be requested in writing by e-mail no later than the date indicated in Section 2, Schedule of Events. All written questions, not considered proprietary, will be answered in writing and conveyed to all Bidders. Oral statements concerning the meaning or intent of the contents of this RFQ by any person are not considered binding. Questions regarding any aspect of this RFQ should be directed to the Procurement Official, refer to Section 2.1.1.

**6.1.2 ERRORS AND OMISSIONS**

If prior to the date fixed for submission of Proposal a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ or any of its exhibits and/or appendices, Bidder shall immediately notify CSUMB of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFQ response deadline. Clarifications will be given by written notice and posted to the RFQ website to all active Bidders, without divulging the source of the request for it.

**6.1.3 ADDENDA**

CSUMB may modify this RFQ, any of its key action dates, or any of its attachments, prior to the date fixed for submission by issuance of a written addendum posted to the RFQ website. Addenda will be numbered consecutively as a suffix to the RFQ Reference Number.

**6.1.4 CANCELLATION OF SOLICITATION**

This solicitation does not obligate CSUMB to enter into an agreement. CSUMB retains the right to cancel this RFQ at any time for any reason. CSUMB also retains the right to obtain the services specified in this RFQ in any other way. No obligation, either expressed or implied, exists on the part of CSUMB to make an award or to pay any cost incurred in the preparation or submission of response to the RFQ.

**6.1.5 COMPLIANCE WITH RFQ**

To be compliant with the administrative requirements of this RFQ, Bidder must meet the mandatory requirements and complete and return the list of submittals in Section 7, Instructions, Content, and Format.

**6.1.6 COMPLETION OF PROPOSAL**

Responses to the RFQ shall be complete in all respects as required by this solicitation. A submission may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity



could have materially affected the quality of the submission. Documents which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Bidder, may be rejected. Statements made by a Bidder shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Costs for developing Proposals are entirely the responsibility of the Bidders and shall not be chargeable to CSUMB.

6.1.7 DELIVERY OF PROPOSAL

The Proposal must be received in the Contract and Procurement Office no later than the time indicated on the date and time specified in Section 2, Schedule of Events. The Bidder is responsible for the means of delivering the Proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the Proposal, including delay occasioned by the internal mailing system at CSUMB will be the responsibility of the Bidder. Likewise, delays due to inaccurate directions given, even if by CSUMB staff, shall be the responsibility of the Bidder. The Proposal must be completed and delivered by the specified time in order to avoid disqualification for lateness due to difficulties in delivery. **LATE, FAXED, OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.**

6.1.8 EXCEPTIONS

In the event a Bidder believes that this RFQ is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of CSUMB'S Contact, either by e-mail, letter or facsimile, immediately upon receipt of the RFQ, in order that the matter may be fully considered and appropriate action taken by CSUMB prior to the closing time set for submission.

6.1.9 ALTERNATIVE PROPOSALS

Only one proposal is to be submitted by each Bidder. Multiple proposals shall result in rejection of all proposals submitted by the Bidder.

6.1.10 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after it is received by CSUMB by written request signed by the Bidder or authorized representative, prior to the time and date specified for Proposal submission. Proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.

6.1.11 PROPOSALS BECOME THE PROPERTY OF CSUMB

Proposals become the property of CSUMB and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award. CSUMB reserves the right to make use of any information or ideas contained in the Proposal. Proposals may be returned only at CSUMB'S option and at the Bidder's expense. One copy shall be retained for official files. Responses to this RFQ and any other information that is currently or may become available as an outcome of the RFQ process may be used by CSUMB to structure an RFQ or other solicitation. If the Proposer fails to notify CSUMB of a known error or an error that reasonably should have

been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of error or its late correction.

6.1.12 CONFIDENTIAL MATERIAL

Bidder must notify CSUMB in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. CSUMB shall have sole discretion to disclose or not disclose such material subject to any protective order that Bidder may obtain.

Final bids are public upon award of contract; however the contents of all proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal shall be held in the strictest confidence until Notice of Intent to Award is issued.

The content of all working papers and discussions relating to the bidder's proposal shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or an evaluation of the bid.

Please refer to the California Public Records Act (GOVT. CODE §§ 6250 - 6276.48) for further information.

6.1.13 BIDDER'S COST

Costs for developing proposals are entirely the responsibility of the Bidder and shall not be chargeable to CSUMB.

6.1.14 INSPECTION OF SOLICITATION DOCUMENTS

Bidder shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the Bidder's sole risk. It is the Bidder's responsibility to provide CSUMB with current contact information and to update CSUMB immediately of any changes.

**6.2. CONTENT AND FORMAT**

To be considered responsive to this RFQ, Bidder must submit proposals in the format identified in this section. All requirements and questions in the RFQ must be addressed and all requested data must be supplied. CSUMB reserves the right to request additional information that in CSUMB's opinion is necessary to assure that the Bidder's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the contract requirements.

#### 6.2.1 DELIVERY OF PROPOSALS

*ADDRESS OR DELIVER PROPOSALS TO:*

Eva Salas  
Contracts and Procurement  
California State University, Monterey Bay  
100 Campus Center, Mountain Hall, Suite B  
Seaside, CA 93955

#### 6.2.2 LATE PROPOSALS

Sealed proposals must be received in the Contracts and Procurement Office no later than as required by the Schedule of Events. LATE PROPOSALS WILL NOT BE ACCEPTED. The Bidder is responsible for the means of delivering the proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the Proposal including delay occasioned by the internal mailing system at CSUMB will be the responsibility of the Bidder. Likewise, delays due to inaccurate directions given, even if by CSUMB staff, shall be the responsibility of the Bidder.

#### 6.2.3 MODIFICATIONS

A proposal may be modified after its submission by withdrawal and resubmission prior to the time and date specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered.

#### 6.2.4 COPIES REQUIRED

The Bidder must provide five (5) hard copies and one (1) copy must be clearly marked "Master Copy". All copies of proposals must be under sealed cover, which is to be plainly marked "CSUMB BID 010-2015". All cost data must be submitted under separate, sealed cover and clearly marked as "CSUMB BID 010-2015. A BIDDER MAY BE DISQUALIFIED IF ANY COPY OF THEIR PROPOSAL IS FOUND TO HAVE MATERIAL DIFFERENCES FROM THE ORIGINAL COPY.

Proposals should be prepared in such a way as to provide straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Proposals should emphasize the Bidder's demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, graphics etc., are not necessary or desired. However, literature describing the proposed services and extent of support included in the proposal should be forwarded as part of the proposal.

Emphasis should be concentrated on conformance to RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

#### 6.2.5 PROPOSAL CONTENT AND FORMAT

All Bidders are also required to complete the RFQ Submittals. Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual indexed tabbed sections listed below.

##### Section 1 - Cover Letter

The cover letter shall include:

1. A brief statement of intent to perform the services proposed.
2. Signature of an authorized officer of the organization who has legal authority in such transactions.
3. Full contact information (overnight mailing address, phone, fax, e-mail, etc.) for the individual designated as the CSUMB contact on this RFQ and a secondary contact.
4. Acknowledgement receipt of all addenda issued.
5. Expressly state that, should the Bidder's proposal be accepted, the Bidder agrees to enter into a contract under the terms and conditions as set forth herein.

***Proposals with unsigned cover letters will be rejected.***

##### Section 2 - Exceptions and Confidential Material

Any and all exceptions to the RFQ must be listed on an item-by-item basis and cross-referenced with the RFQ document. If there are no exceptions, Bidder must expressly state that no exceptions are taken. Please Note: Taking exceptions to proposal requirements may render a Bidder's proposal non-responsive and rejected from further consideration.

Also in this section, Bidders shall identify any proprietary or confidential materials contained in the proposal and provide justification for not making such material public record.

##### Section 3 – RFQ Submittals

This section shall consist of the following response to:

1. Qualifications and Experience
2. Scope of Work
3. Price Proposal
5. Payee Data Record

##### Section 4 – Additional Submittals

This section shall consist of the following applicable forms:

1. Bidder Declaration
2. Target Area Contract Preference Act (TACPA)

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**SECTION 7 – RECOMMENDED EQUIPMENT**

- 7.1 Price for 460 – 480 units – (unit includes two ballistic plates and one carrier).
- 7.2 NIJ Standards – Level III or better (proof of NIJ standards required).
- 7.3 Multi-round rated.
- 7.4 Carrier must be adjustable “One size fits all”.
- 7.5 Carrier must include “POLICE” patch front and back in large white letters.
- 7.6 Carrier to have Molle System on it.
- 7.7 Plate Size (Minimum 10” x 12” plates).
- 7.8 No ceramic used in plate construction.
- 7.9 Maximum weight: 3.5lbs per plate (lighter is better).
- 7.10 Maximum total weight: 10 lbs. (with two plates and carrier).
- 7.11 Must stop three (3) rounds of 5.56 mm ball, 7.62 x 51 mm (AR), 7.62 x 54 mm (Sniper), M43 7.62 x 39 mm (SKS) at 15 feet from 20 inch barrel.
- 7.12 Must stop all rounds within ½ inch of edge.
- 7.13 Must stop all rounds within ½ inch of previous strike.
- 7.14 Must submit two (2) plates for field testing within the above listed criteria, conducted by representatives selected by CSU.
- 7.15 Submit two (2) plates for testing, WILL NOT BE RETURNED.
- 7.16 Submit one (1) sample carrier, WILL NOT BE RETURNED.
- 7.17 Minimum 5 year warranty (longer warranty desired, 7-10 years).
- 7.18 Should be made in USA.
- 7.19 Earliest delivery date available.
- 7.20 Successful bidder shall distribute/ship units to 23 locations in California.

**NOTE:** Potential bidders not meeting these minimum qualifications shall not receive further consideration in this solicitation.

**BID SPECIFICATION**  
**BALLISTIC BODY ARMOR LEVEL III**

**1. SCOPE**

- 1.1 This specification establishes requirements and specifications for combination ballistic body armor intended to protect a human torso against gunfire. Armor shall be designed to;
- provide protection to vital organs.
  - provide wearer protection with comfort and minimum loss of mobility.

**2. CERTIFICATION**

- 2.1 Armor shall be listed on the Compliant Products List by National Institute of Justice (NIJ) for Ballistic Level III per standards.
- 2.2 Armor shall be listed for "one size fits all" as defined by NIJ.

**3. REQUIREMENTS****3.1 PROTECTION / THREAT LEVEL**

- 3.1.1 Protection level for Ballistic shall be Level III or better

**3.2 CONFIGURATION**

- 3.2.1 Carrier shall be designed to facilitate removal of front panel, back panel and optional hard trauma plate.
- 3.2.2 Armor shall be concealable type
- 3.2.3 Adjustable elastic shoulder and side straps shall be provided for proper fitting and shall be configured with appropriate contouring.

**3.3 ARMOR PANELS**

- 3.3.1 Front armor panel shall provide coverage from the collarbone to the waist without causing "push up under the chin" when wearer is seated.
- 3.3.2 Armor panels shall be constructed of one piece material without separable layers.

**BID SPECIFICATION**  
**TACTICAL OUTER CARRIER****1. SCOPE**

This specification establishes construction and performance requirements for Tactical Outer Carrier (TOC) to be used by California State University's Police Officers.

**2. REQUIREMENTS****2.1 CONFIGURATION**

- 2.1.1 Shall be black in color.
- 2.1.2 Shall have openings with inside pockets to accommodate hard armor plates on both the front and rear of the carrier.
- 2.1.3 Opening to be closeable with  $\geq 3$ " "Hook and Loop" strip sewn to front side and equal strip sewn to the back side of the carrier and running along the height of the side.

**2.2 OFFICER DOWN STRAP**

- 2.2.1 Shall be located on the back across the upper shoulder area.
- 2.2.2 Shall lie flat on the carrier when not in use.
- 2.2.3 Shall provide  $\geq 7$ " of grip area.
- 2.2.4 Shall have strength to drag  $\geq 300$  lbs.

**2.3 INTERNAL CHANNELS**

- 2.3.1 Shall be spaced to permit radio wires or hydration tubes.
- 2.3.2 Shall be located over right and left shoulders.
- 2.3.3 Shall originate in the back inside pocket and exiting out the front inside pocket.

**2.4 BACK PLACARD**

- 2.4.1 Shall have Hook and Loop field  $\geq 2$ " in height and approximately width of the front of the vest, located generally across shoulder blade area and below Officer Down Strap
- 2.4.2 Shall support 8"x2" (W x H) male "Hook & Loop" placard. The placard will be attached across the top edge only and lie generally flat.

**2.5 FRONT PLACARD**

- 2.5.1 Shall have "Hook & Loop" field 2" in height and approximately width of the back of the vest, located general across the chest region.
- 2.5.2 Shall support 5"x2" (W x H) name placard. The placard will be attached across the top edge only and lie generally flat.

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**TACTICAL OUTER CARRIER (CONTINUED)****2.6 BADGE LOOP**

- 2.6.1 Shall have 2" wide and 1" high badge loop.
- 2.6.2 Shall be located on the upper left chest area.
- 2.6.3 Shall be attached on the left and right sides, allowing a top and bottom opening through which to secure a badge.

**2.7 BELLY BAND**

- 2.7.1 3 ¾" to 4" elastic belly band shall be attached to inside back of the carrier.
- 2.7.2 The "Hook & Loop" closure shall allow ≥6" adjustment to the belly band.

**2.8 MOLLE FASTENER SYSTEM**

- 2.8.1. Shall have 1" straps sewn at 1" intervals compatible with Molle attachments.
- 2.8.2 Should have ≥5 rows of fasteners attached on the front side.
- 2.8.3 Should have ≥5 rows of fasteners attached on the back side.
- 2.8.4 Front top row shall be located ≥1" below the collar opening.
- 2.8.5 Fasteners shall be horizontally arranged to occupy the length & width of the front & back.

**2.10 UNDER CARRIER**

- 2.10.1 Carrier shall be color matched, machine washable, lined with breathable material and have pockets in the front and back to securely retain armor panels.
- 2.10.2 Each pocket shall facilitate unrestricted insertion and removal of armor panels.
- 2.10.3 Pockets shall have a secure closure to retain armor panels during body movements.
- 2.10.4 Shoulder straps shall be between 2" & 2.5" wide and attached with "Hook and Loop" type fastener to the front portion.
- 2.10.5 Carrier shall have adjustable straps on each side under the arms for closure. Carrier shall be adjustable "One size fits all".
- 2.10.6 Side straps shall attach to the front section by mating "Hook and Loop" type fasteners.
- 2.10.7 Side straps shall prevent "curl-ups" and allow for a ≥4" circumferential adjustment while maintaining overlap.
- 2.10.8 Carrier shall have a back shirttail and a front shirttail that accommodates trouser fly.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

6th

day of December

20 16

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 Payroll Calendar for FY2017.

Done this 6th day of December, 2016.

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



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

6th

day of

December

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to The Wilshire Family Trust in the amount of \$25,356.59, as recommended by the County Treasurer.

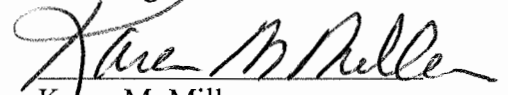
Done this 6th day of December, 2016

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**Commission Order:**

Now on this day the County Commission of the County of Boone does take up the matter of the disposition of the **2015** tax sale surplus relating to **Parcel 20-100-08-01-004.00:**

Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was **The Wilshire Family Trust, u/t/d 12/07/2011**. Gilbert Wilshire has filed the attached surplus claim with the Boone County Treasurer claiming the tax surplus proceeds, and has also filed the attached verified Certification of Trust confirming his status as co-trustee of that trust and his authority to exercise his trustee rights, power, and authorities independently. The other supporting documentation filed by Gilbert Wilshire in support of this claim are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

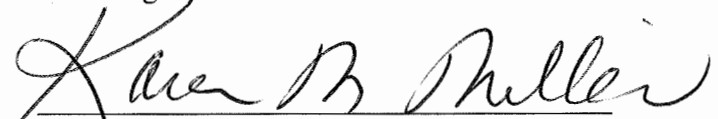
The County Treasurer, based upon the documents presented to his office and made a part of the record before the Commission, is satisfied that **The Wilshire Family Trust**, was the record owner of the subject property at the time of the delinquent land tax auction and as such is entitled to the total surplus of **\$25,356.59** and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to **Gilbert Wilshire, Co-Trustee of The Wilshire Family Trust, u/t/d 12/07/2011** in the amount of **\$25,356.59** via check payable to **Gilbert Wilshire, Co-Trustee of The Wilshire Family Trust, u/t/d 12/07/2011** in that amount.

Done this 6th day of December, 2016.

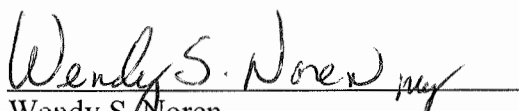


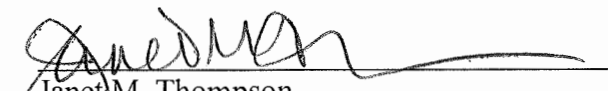
Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Janet M. Thompson  
District II Commissioner



Tom Darrough
BOONE COUNTY TREASURER

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, Gilbert B. Wilshire, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$25,356.59 resulting from the tax certificate sale conducted by the Boone County Collector on 8/24/2015. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

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

Property: Parcel: 20-100-08-01-004.00
S Mt Celestial Rd.
Deeded 2.6 Acres L4 Harpers Point SD as shown in Plat Book/Page 22/28

Current mailing address: 5258 W. BRAZOS Dr.

Street

City: Columbia, MO State: Zip: 65203

Social Security Number:

MO Driver's License/State ID Number:

Daytime Telephone Number(s):

Signature: Gilbert B. Wilshire, MO Date: 9/30/16

State of Missouri
County of Boone

On this 30th day of September in the year 2016, before me, the undersigned notary public, personally appeared Gilbert B. Wilshire, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.
YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).

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

BOONE COUNTY GOVERNMENT CENTER
801 EAST WALNUT STREET, ROOM 205
COLUMBIA, MISSOURI 65201
(573) 886-4365
FAX (573) 886-4369
TREASURER@BOONECOUNTYMO.ORG
WWW.SHOWMEBOONE.COM/TREASURER

LYN DANIEL
Notary Public - Notary Seal
State of Missouri
Commissioned for Boone County
My Commission Expires: July 17, 2017
Commission Number: 13403485

## CERTIFICATION OF TRUST

The undersigned, **Gilbert Wilshire**, one of the co-trustees of the Wilshire Family Trust under Trust Agreement dated December 7, 2011, as amended on December 5, 2012, hereby certifies to the following:

1. On the 7th day of December, 2011, Bruce W. Wilshire and Donna E. Wilshire, as Settlers and Trustees, executed a Trust Agreement for the Wilshire Family Trust. Said agreement was amended by a First Amendment to the Wilshire Family Trust Agreement on December 5, 2012.

2. Also on the 7<sup>th</sup> day of December, 2011, Bruce W. Wilshire and Donna E. Wilshire executed a Beneficiary Deed by which the following parcels of real estate were to be transferred, at the last of them to die, to the Wilshire Family Trust Dated December 7, 2011:

Lot Three (3), Lot Four (4) and Lot (5) of Harpers' Pointe as shown by the plat of said subdivision recorded in Plat Book 22, Page 28, Records of Boone County, Missouri.

3. Donna E. Wilshire died on February 26, 2012 and Bruce W. Wilshire died on January 1, 2013. The real estate described in the previous paragraph was transferred to the Wilshire Family Trust on January 1, 2013 by operation of law.

4. Bruce W. Wilshire and Donna E. Wilshire served as co-trustees of the Trust until Donna's death on February 26, 2012. Gilbert Wilshire and Regina A. Wilshire were added as co-trustees with Bruce W. Wilshire by amendment to the trust agreement on December 5, 2012. Bruce, Gilbert and Regina served as co-trustees until Bruce's death on January 1, 2013.

5. Gilbert Wilshire and Regina A. Wilshire currently serve as co-trustees of the Wilshire Family Trust with each having the authority to act independently of the other in exercising all rights, powers and authorities of trustees pursuant to the First Amendment to the Wilshire Family Trust Agreement dated December 5, 2012. The address of each co-trustee is:

5258 W. Brazos Drive  
Columbia, MO 65203

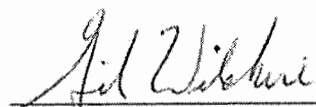
6. The trust became irrevocable at the death of Settlor, Bruce W. Wilshire, on the 1st day of January, 2013.

7. The Trust Agreement has not been revoked and is in full force and effect.

8. The powers of the trustees include all of those stated in Section 456.8-815 and 456.8-816 of the Code, and there is no provision of the trust diminishing such powers.

9. Pursuant to Article IV of the Trust Agreement for the Wilshire Family Trust, all trust assets are distributable to Gilbert Wilshire.

Dated this 7<sup>th</sup> day of October, 2016.



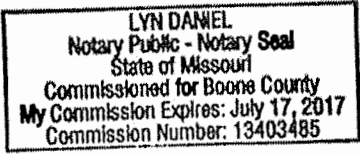
\_\_\_\_\_  
Gilbert Wilshire, Co-Trustee  
Wilshire Family Trust under Trust Agreement  
dated December 7, 2011, as amended  
December 5, 2012

STATE OF MISSOURI                    )  
  ) SS.  
COUNTY OF BOONE                    )

On this 7<sup>th</sup> day of October, 2016, before me personally appeared Gilbert Wilshire, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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

*Lyn Daniel*, Notary Public  
Boone County, State of Missouri  
My commission expires: July 17, 2017



Boone County, Missouri  
Unofficial



Recorded in Boone County, Missouri

Date and Time 12/08/2011 at 04:17:48 PM

Instrument #: 2011024194 Book 3889 Page 64

Grantor WILSHIRE, BRUCE W

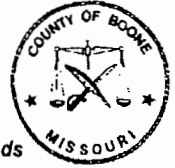
Grantee WILSHIRE, BRUCE W TRUSTEE

Instrument Type BDED

Recording Fee \$27.00 S

No of Pages 2

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



**BENEFICIARY DEED**

THIS DEED, made this 7<sup>th</sup> day of December, 2011, wherein GRANTORS/OWNERS: **Bruce W. Wilshire and Donna Wilshire**, husband and wife, without consideration do by these presents GRANT AND ASSIGN, CONVEY AND CONFIRM unto GRANTEE BENEFICIARIES: **Bruce W. Wilshire and Donna Wilshire, Trustees, and their successors in trust, of the Wilshire Family Trust Dated December 7, 2011** [Grantee Beneficiaries' Mailing Address: 5280 West Route K, Columbia, Missouri 65203], the following described Real Estate, situated in the County of Boone, State of Missouri, to-wit:

Lot Three (3), Lot Four (4) and Lot Five (5) of Harpers' Pointe as shown by the plat of said subdivision recorded in Plat Book 22, Page 28, Records of Boone County, Missouri.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD the same together with all rights and appurtenances to the same belonging unto the said Grantee Beneficiaries, their successors and assigns forever.

THIS BENEFICIARY DEED is executed pursuant to Section 461.025, RSMo., Supp. 1989, as amended. It is not effective to convey title to the above-described real estate until Owner's death or the death of the last to die of two or more Owners. This Deed is subject to revocation and change in the manner provided by law.

For real estate tax purposes, all tax bills shall be mailed to Grantors until Owner's death or the death of the last to die of two or more Owners. The mailing address of the Grantors is **5280 West Route K, Columbia, Missouri 65203**.

IN WITNESS WHEREOF, Grantors/Owners executes this Beneficiary Deed on the day and year first above written.

*Bruce W. Wilshire*

Bruce W. Wilshire

*Donna Wilshire*

Donna Wilshire

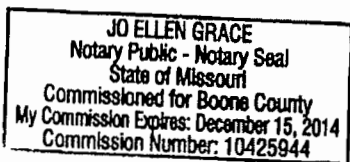
Nora Dietzel, Recorder of Deeds



STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF BOONE     )

On this 8th day of December, 2011, before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared Bruce W. Wilshire, a married person, to me personally known, who being by me first duly sworn, did state that he had executed the foregoing document, and that he had done so as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, the day and year hereinabove first written.

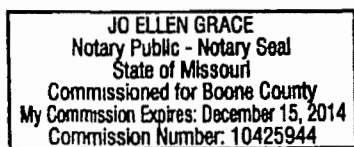


Jo Ellen Grace  
Jo Ellen Grace, Notary Public  
Boone County, Missouri  
My commission expires: 12-15-2014

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF BOONE     )

On this 7th day of December, 2011, before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared Donna Wilshire, a married person, to me personally known, who being by me first duly sworn, did state that she had executed the foregoing document, and that she had done so as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, the day and year hereinabove first written.



Jo Ellen Grace  
Jo Ellen Grace, Notary Public  
Boone County, Missouri  
My commission expires: 12-15-2014



Recorded in Boone County, Missouri  
Date and Time: 10/31/2016 at 03:30:46 PM  
Instrument #: 2016023593 Book: 4672 Page: 95

Instrument Type: DC  
Recording Fee: \$27.00 E  
No. of Pages: 3

*Nora Dietzel*  
Nora Dietzel, Recorder of Deeds



**RECORDER OF DEEDS CERTIFICATE  
BOONE COUNTY, MISSOURI  
EXEMPT DOCUMENT**

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Nora Dietzel  
Recorder of Deeds  
801 E. Walnut, Room 132  
Columbia, Missouri 65201  
573-886-4345

REGISTRAR  
COLUMBIA-BOONE CNTY HLTH DEPT  
105 W WORLEY PO BOX 6015  
COLUMBIA MO 65205



MISSOURI DEPARTMENT OF HEALTH  
AND SENIOR SERVICES  
FEE RECEIPT  
DEATH CERTIFICATION  
BOONE COUNTY MO OCT 31 2016

REGISTRANT(S):

REGINA WILSHIRE  
5258 W BROZOS DR  
COLUMBIA MO 65203

DONNA WELCH WILSHIRE  
D9999-999999  
2 COPY

YOUR RECENT REQUEST HAS BEEN ACTED UPON AS INDICATED BELOW:				
DATE RECEIVED	TOTAL AMOUNT	AMOUNT THIS REQUEST	PROCESSING FEE REQUIRED	REFUND
10/27/2016	23.00	13.00	0.00	0.00

MO 580-0698 (2-12)

UNAPPLIED REMITTANCES ONLY VALID FOR ONE YEAR AFTER RECEIPT. When you inquire about your request, please return this receipt. If a refund is indicated, it will be mailed within 30 to 60 days.

MISSOURI

CERTIFICATION OF DEATH

DATE FILED: MARCH 12, 2012

STATE FILE NUMBER: 124-12-005411

DECEDENT NAME: DONNA WELCH WILSHIRE

SEX: FEMALE

DATE OF DEATH: FEBRUARY 26, 2012

COUNTY OF DEATH: BOONE

DATE OF BIRTH: MAY 3, 1933

MARITAL STATUS: MARRIED

EVER IN ARMED FORCES: NO

SOCIAL SECURITY NUMBER:

RESIDENCE ADDRESS: 5280 W HWY K  
COLUMBIA, MISSOURI

SURVIVING SPOUSE:  
(IF WIFE, MAIDEN NAME): BRUCE WILSHIRE

FUNERAL HOME: COLUMBIA CREMATION CARE CENTER  
UNDERLYING CAUSE (ICD CODE): (C259) MANNER: NATURAL  
ADVANCED PANCREATIC CANCER - MONTHS

ISSUED ON BEHALF OF MO DEPT HEALTH & SENIOR SERVICES:BOONE

THIS IS A TRUE CERTIFICATION OF NAME AND DEATH FACTS AS RECORDED BY THE BUREAU OF VITAL RECORDS, JEFFERSON CITY, MISSOURI.

DATE ISSUED: OCTOBER 27, 2016

*Craig B. Ward*  
Craig B. Ward  
State Registrar of Vital Statistics





Recorded in Boone County, Missouri

Date and Time: 10/31/2016 at 03:30:46 PM

Instrument #: 2016023592 Book: 4672 Page: 94

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573-886-4345

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-BOONE CNTY HLTH DEPT  
WORLEY PO BOX 6015  
COLUMBIA MO 65205



MISSOURI DEPARTMENT OF HEALTH  
AND SENIOR SERVICES  
FEE RECEIPT  
DEATH CERTIFICATION

BOONE COUNTY MO OCT 31 2016

REGISTRANT(S):

REGINA WILSHIRE  
5258 W BROZOS DR  
COLUMBIA MO 65203

BRUCE WITHINGTON WILSHIRE  
D9999-999999  
2 COPY

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MISSOURI

CERTIFICATION OF DEATH

DATE FILED: JANUARY 7, 2013

STATE FILE NUMBER: 124-13-000073

DECEDENT NAME: BRUCE WITHINGTON WILSHIRE

SEX: MALE

DATE OF

DEATH: JANUARY 1, 2013

COUNTY

OF DEATH: BOONE

DATE OF

BIRTH: FEBRUARY 8, 1932

MARITAL

STATUS: WIDOWED

EVER IN

ARMED FORCES: YES

SOCIAL

SECURITY NUMBER:

RESIDENCE

ADDRESS: 5280 W ROUTE K  
COLUMBIA, MISSOURI

SURVIVING SPOUSE:

(IF WIFE, MAIDEN NAME):

FUNERAL HOME: COLUMBIA CREMATION CARE CENTER

UNDERLYING CAUSE (ICD CODE): (A047) MANNER: NATURAL

ASYSTOLE - 2 MIN

HYPOTENSION - 12 HOURS

SEPSIS - 5 DAY

CLOSTRIDIUM DIFFICILE COLITIS - 5 DAYS

SIG COND: ACUTE ARTERIAL THROMBOSIS OF LOWER EXTREMITY, DYSPHAGIA WITH  
ASPIRATION

ISSUED ON BEHALF OF MO DEPT HEALTH & SENIOR SERVICES: BOONE

THIS IS A TRUE CERTIFICATION OF NAME AND DEATH FACTS AS RECORDED BY THE BUREAU OF VITAL RECORDS, JEFFERSON CITY, MISSOURI.

DATE ISSUED: OCTOBER 27, 2016

Craig B. Ward  
State Registrar of Vital Statistics



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

6th

day of

December

20

16

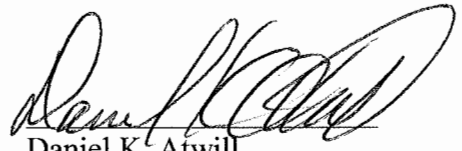
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to The Wilshire Family Trust in the amount of \$24,356.32, as recommended by the County Treasurer.

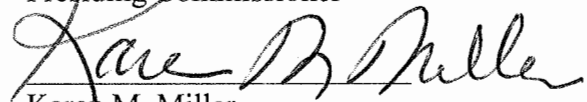
Done this 6th day of December, 2016

ATTEST:

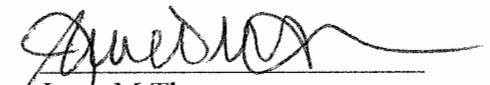
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**Commission Order:**


Now on this day the County Commission of the County of Boone takes up the matter of the disposition of the **2015** tax sale surplus relating to **Parcel 20-100-08-01-003.00:**

Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was **The Wilshire Family Trust, u/t/d 12/07/2011**. Gilbert Wilshire has filed the attached surplus claim with the Boone County Treasurer claiming the tax surplus proceeds, and has also filed the attached verified Certification of Trust confirming his status as co-trustee of that trust and his authority to exercise his trustee rights, power, and authorities independently. The other supporting documentation filed by Gilbert Wilshire in support of this claim are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

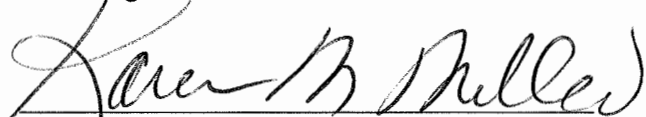
The County Treasurer, based upon the documents presented to his office and made a part of the record before the Commission, is satisfied that **The Wilshire Family Trust**, was the record owner of the subject property at the time of the delinquent land tax auction and as such is entitled to the total surplus of **\$24,356.32** and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to **Gilbert Wilshire, Co-Trustee of The Wilshire Family Trust, u/t/d 12/07/2011** in the amount of **\$24,356.32** via check payable to **Gilbert Wilshire, Co-Trustee of The Wilshire Family Trust, u/t/d 12/07/2011** in that amount.

Done this 6<sup>th</sup> day of December, 2016.

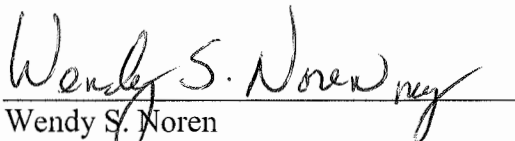


Daniel K. Atwill  
Presiding Commissioner

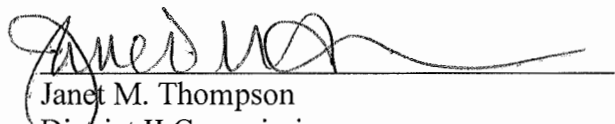


Karen M. Miller  
District I Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Janet M. Thompson  
District II Commissioner



COPY

Tom Darrough
BOONE COUNTY TREASURER

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, Gilbert B. Wilshire, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$24,356.32 resulting from the tax certificate sale conducted by the Boone County Collector on 8/24/2015. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

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

Property: Parcel:20-100-08-01-003.00
S Mt Celestial Rd.
Deeded 2.5 Acres L3 Harpers Point SD as shown in Plat Book/Page 22/28

Current mailing address: 5258 W. BRAZOS Dr.

Street

Columbia, MO 65203

City

State

Zip

Social Security Number:

Mo Driver's License/State ID Number:

Daytime Telephone Number(s):

Handwritten signature of Gilbert B. Wilshire

9/30/16

Signature

Date

State of Missouri

County of Boone

On this 30th day of September in the year 2016, before me, the undersigned notary public, personally appeared Gilbert B. Wilshire, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Handwritten signature of Notary Public

Notary Public

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

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

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

BOONE COUNTY GOVERNMENT CENTER
801 EAST WALNUT STREET, ROOM 205
COLUMBIA, MISSOURI 65201
(573) 886-4365
FAX (573) 886-4369
TREASURER@BOONECOUNTYMO.ORG
WWW.SHOWMEBOONE.COM/TREASURER

LYN DANIEL
Notary Public - Notary Seal
State of Missouri
Commissioned for Boone County
My Commission Expires: July 17, 2017
Commission Number: 13403485

RECEIVED:
OCT 03 2016



## CERTIFICATION OF TRUST

The undersigned, **Gilbert Wilshire**, one of the co-trustees of the Wilshire Family Trust under Trust Agreement dated December 7, 2011, as amended on December 5, 2012, hereby certifies to the following:

1. On the 7th day of December, 2011, Bruce W. Wilshire and Donna E. Wilshire, as Settlers and Trustees, executed a Trust Agreement for the Wilshire Family Trust. Said agreement was amended by a First Amendment to the Wilshire Family Trust Agreement on December 5, 2012.

2. Also on the 7<sup>th</sup> day of December, 2011, Bruce W. Wilshire and Donna E. Wilshire executed a Beneficiary Deed by which the following parcels of real estate were to be transferred, at the last of them to die, to the Wilshire Family Trust Dated December 7, 2011:

Lot Three (3), Lot Four (4) and Lot (5) of Harpers' Pointe as shown by the plat of said subdivision recorded in Plat Book 22, Page 28, Records of Boone County, Missouri.

3. Donna E. Wilshire died on February 26, 2012 and Bruce W. Wilshire died on January 1, 2013. The real estate described in the previous paragraph was transferred to the Wilshire Family Trust on January 1, 2013 by operation of law.

4. Bruce W. Wilshire and Donna E. Wilshire served as co-trustees of the Trust until Donna's death on February 26, 2012. Gilbert Wilshire and Regina A. Wilshire were added as co-trustees with Bruce W. Wilshire by amendment to the trust agreement on December 5, 2012. Bruce, Gilbert and Regina served as co-trustees until Bruce's death on January 1, 2013.

5. Gilbert Wilshire and Regina A. Wilshire currently serve as co-trustees of the Wilshire Family Trust with each having the authority to act independently of the other in exercising all rights, powers and authorities of trustees pursuant to the First Amendment to the Wilshire Family Trust Agreement dated December 5, 2012. The address of each co-trustee is:

5258 W. Brazos Drive  
Columbia, MO 65203

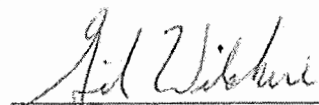
6. The trust became irrevocable at the death of Settlor, Bruce W. Wilshire, on the 1st day of January, 2013.

7. The Trust Agreement has not been revoked and is in full force and effect.

8. The powers of the trustees include all of those stated in Section 456.8-815 and 456.8-816 of the Code, and there is no provision of the trust diminishing such powers.

9. Pursuant to Article IV of the Trust Agreement for the Wilshire Family Trust, all trust assets are distributable to Gilbert Wilshire.

Dated this 7<sup>th</sup> day of October, 2016.



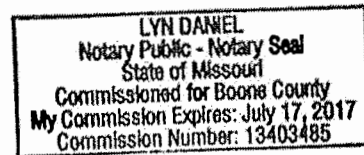
\_\_\_\_\_  
Gilbert Wilshire, Co-Trustee  
Wilshire Family Trust under Trust Agreement  
dated December 7, 2011, as amended  
December 5, 2012

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF BOONE )

On this 7<sup>th</sup> day of October, 2016, before me personally appeared Gilbert Wilshire, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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

*Lyn Danel*, Notary Public  
Boone County, State of Missouri  
My commission expires: July 17, 2017



Boone County, Missouri  
Unofficial



Recorded in Boone County, Missouri

Date and Time 12/08/2011 at 04:17:48 PM

Instrument #: 2011024194 Book 3889 Page 64

Grantor WILSHIRE, BRUCE W

Grantee WILSHIRE, BRUCE W TRUSTEE

Instrument Type BDED

Recording Fee \$27.00 S

No of Pages 2

  
Bettie Johnson, Recorder of Deeds



**BENEFICIARY DEED**

THIS DEED, made this 7<sup>th</sup> day of December, 2011, wherein GRANTORS/OWNERS: **Bruce W. Wilshire and Donna Wilshire**, husband and wife, without consideration do by these presents GRANT AND ASSIGN, CONVEY AND CONFIRM unto GRANTEE BENEFICIARIES: **Bruce W. Wilshire and Donna Wilshire, Trustees, and their successors in trust, of the Wilshire Family Trust Dated December 7, 2011** [Grantee Beneficiaries' Mailing Address: 5280 West Route K, Columbia, Missouri 65203], the following described Real Estate, situated in the County of Boone, State of Missouri, to-wit:

Lot Three (3), Lot Four (4) and Lot Five (5) of Harpers' Pointe as shown by the plat of said subdivision recorded in Plat Book 22, Page 28, Records of Boone County, Missouri.

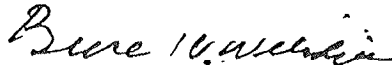
Subject to easements and restrictions of record.


TO HAVE AND TO HOLD the same together with all rights and appurtenances to the same belonging unto the said Grantee Beneficiaries, their successors and assigns forever.

THIS BENEFICIARY DEED is executed pursuant to Section 461.025, RSMo., Supp. 1989, as amended. It is not effective to convey title to the above-described real estate until Owner's death or the death of the last to die of two or more Owners. This Deed is subject to revocation and change in the manner provided by law.

For real estate tax purposes, all tax bills shall be mailed to Grantors until Owner's death or the death of the last to die of two or more Owners. The mailing address of the Grantors is **5280 West Route K, Columbia, Missouri 65203**.

IN WITNESS WHEREOF, Grantors/Owners executes this Beneficiary Deed on the day and year first above written.

  
\_\_\_\_\_  
Bruce W. Wilshire

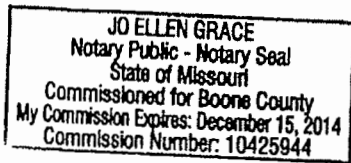
  
\_\_\_\_\_  
Donna Wilshire

Nora Dietzel, Recorder of Deeds

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF BOONE     )

On this 8th day of December, 2011, before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared Bruce W. Wilshire, a married person, to me personally known, who being by me first duly sworn, did state that he had executed the foregoing document, and that he had done so as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, the day and year hereinabove first written.

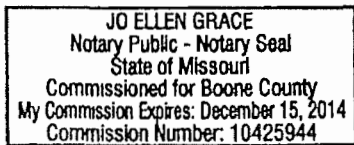


Jo Ellen Grace  
Jo Ellen Grace Notary Public  
Boone County, Missouri  
My commission expires: 12-15-2014

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF BOONE     )

On this 7th day of December, 2011, before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared Donna Wilshire, a married person, to me personally known, who being by me first duly sworn, did state that she had executed the foregoing document, and that she had done so as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, the day and year hereinabove first written.

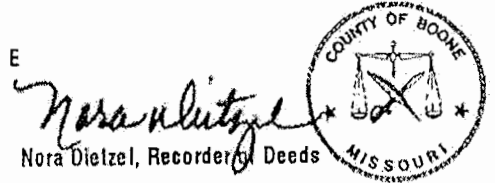


Jo Ellen Grace  
Jo Ellen Grace , Notary Public  
Boone County, Missouri  
My commission expires: 12-15-2014



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Columbia, Missouri 65201  
573-886-4345

REGISTRAR  
COLUMBIA-BOONE CNTY HLTH DEPT  
105 W WORLEY PO BOX 6015  
COLUMBIA MO 65205



MISSOURI DEPARTMENT OF HEALTH  
AND SENIOR SERVICES  
FEE RECEIPT  
DEATH CERTIFICATION  
BOONE COUNTY MO OCT 31 2016

REGISTRANT(S):

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5258 W BROZOS DR  
COLUMBIA MO 65203

DONNA WELCH WILSHIRE  
D9999-999999  
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MISSOURI

CERTIFICATION OF DEATH

DATE FILED: MARCH 12, 2012

STATE FILE NUMBER: 124-12-005411

DECEDENT NAME: DONNA WELCH WILSHIRE

SEX: FEMALE

DATE OF DEATH: FEBRUARY 26, 2012

COUNTY OF DEATH: BOONE

DATE OF BIRTH: MAY 3, 1933

MARITAL STATUS: MARRIED

EVER IN ARMED FORCES: NO

SOCIAL SECURITY NUMBER:

RESIDENCE ADDRESS: 5280 W HWY K  
COLUMBIA, MISSOURI

SURVIVING SPOUSE:  
(IF WIFE, MAIDEN NAME): BRUCE WILSHIRE

FUNERAL HOME: COLUMBIA CREMATION CARE CENTER  
UNDERLYING CAUSE (ICD CODE): (C259) MANNER: NATURAL  
ADVANCED PANCREATIC CANCER - MONTHS

ISSUED ON BEHALF OF MO DEPT HEALTH & SENIOR SERVICES: BOONE

THIS IS A TRUE CERTIFICATION OF NAME AND DEATH FACTS AS RECORDED BY THE BUREAU OF VITAL RECORDS, JEFFERSON CITY, MISSOURI

DATE ISSUED: OCTOBER 27, 2016

*Craig B. Ward*  
Craig B. Ward  
State Registrar of Vital Statistics





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REGISTRANT(S):

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COLUMBIA MO 65203

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**MISSOURI**

**CERTIFICATION OF DEATH**

DATE FILED: JANUARY 7, 2013      STATE FILE NUMBER: 124-13-000073

DECEDENT NAME: BRUCE WITHINGTON WILSHIRE      SEX: MALE

DATE OF DEATH: JANUARY 1, 2013      COUNTY OF DEATH: BOONE

DATE OF BIRTH: FEBRUARY 8, 1932      MARITAL STATUS: WIDOWED      EVER IN ARMED FORCES: YES

SOCIAL SECURITY NUMBER:      RESIDENCE ADDRESS: 5280 W ROUTE K  
COLUMBIA, MISSOURI

SURVIVING SPOUSE:  
(IF WIFE, MAIDEN NAME):

FUNERAL HOME: COLUMBIA CREMATION CARE CENTER  
UNDERLYING CAUSE (ICD CODE): (A047) MANNER: NATURAL

ASYSTOLE - 2 MIN  
HYPOTENSION - 12 HOURS  
SEPSIS - 5 DAY  
CLOSTRIDIUM DIFFICILE COLITIS - 5 DAYS  
SIG COND: ACUTE ARTERIAL THROMBOSIS OF LOWER EXTREMITY, DYSPHAGIA WITH ASPIRATION

ISSUED ON BEHALF OF MO DEPT HEALTH & SENIOR SERVICES: BOONE

THIS IS A TRUE CERTIFICATION OF NAME AND DEATH FACTS AS RECORDED BY THE BUREAU OF VITAL RECORDS, JEFFERSON CITY, MISSOURI.

DATE ISSUED: OCTOBER 27, 2016

Craig B. Ward  
State Registrar of Vital Statistics

THE REPRODUCTION OF THIS DOCUMENT IS PROHIBITED BY LAW.  
ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

6th

day of December

20 16

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

Now on this day the County Commission of the County of Boone does hereby set the fees for permits and other activities associated with Chapter 9 of the Boone County Code of Health Regulations (the Boone County Food Code) as follows:

**1. BASIC FEES: Effective May 1, 2017** those required to have a permit under this Chapter must prepare and submit an annual application on forms to be provided by the Boone County Health Department. For gross receipt purposes, all gross revenues not related to food shall be subtracted from the gross receipts figure used for this application. The Basic Fees shall be assessed according to the following fee schedule:

RISK→ GROSS RECEIPTS ↓	LOW RISK	MEDIUM RISK	HIGH RISK
< \$250,000	\$165	\$250	\$335
\$250,000 - \$750,000	\$250	\$335	\$410
>\$750,000	\$335	\$410	\$500

**2. TEMPORARY FOOD PERMITS:** Effective February 1, 2013, persons conducting a temporary food event (an event lasting less than fifteen (15) days), shall pay an inspection fee of Thirty Dollars (\$30.00). Notwithstanding the foregoing, there will be no fees charged for temporary food permits for events for which there is only one (1) food vendor participating.

**3. REINSPECTION FEES:** Effective February 1, 2013, in addition to the Basic Fees set out above, food establishments shall pay an administrative service fee of One Hundred Dollars (\$100.00) per inspection for second and subsequent reinspections required to confirm corrections of violations noted during the inspection process.

The Commission notes that the fees as set out above are anticipated to cover 47% of the County's costs in administering the County's Food Code program per the data compiled by the City/County Health Department.

Done this 6th day of December, 2016.

# CERTIFIED COPY OF ORDER

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STATE OF MISSOURI

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ea.

County of Boone

Term. 20

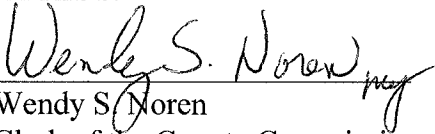
In the County Commission of said county, on the

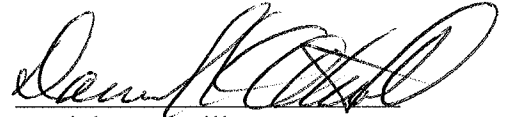
day of

20

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

ATTEST:

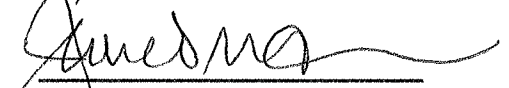
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

6th

day of

December

20

16

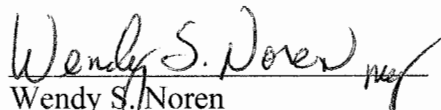
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Radio Antenna Installation and Operation Agreement between DRI/CA Columbia, LLC (Rise) and Boone County.

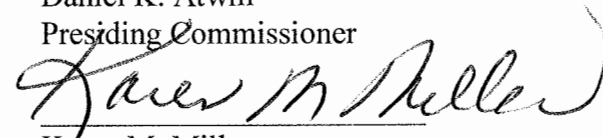
The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Radio Antenna and Installation and Operation Agreement.

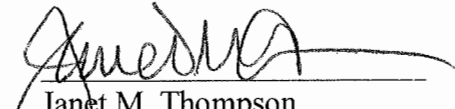
Done this 6th day of December, 2016.

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

**RADIO ANTENNA**  
**INSTALLATION AND OPERATION AGREEMENT**

The Parties, DRI/CA Columbia, LLC, herein “Rise,” and Boone County, Missouri, a political subdivision of the State of Missouri, herein “Boone County,” hereby enter this Agreement.

WHEREAS, Rise is constructing a Building upon property at the corner of South Ninth Street and Locust Street, in Columbia, Boone County, Missouri; and,

WHEREAS, the Parties want to cooperate to install, maintain, and operate a communication facility, herein “the Facility” within that Building; and,

WHEREAS, the parties’ cooperation in installing, maintaining, and operating this Facility will both enhance Boone County’s emergency communications network and provide Rise with IFC Section 510 code-compliant public safety radio communications within the Building as currently configured; and,

WHEREAS, the parties want to memorialize certain agreements relating to the installation, maintenance, and operation of the Facility;

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

**1. EASEMENTS.**

Rise will grant Boone County, in forms agreed to by the parties, both temporary construction easements and permanent easements to install, maintain, and operate the Facility. The permanent easement will dedicate space to Boone County, to Boone County’s specifications, for a radio equipment room on the Building’s Second Floor, antennas cable routing conduits and paths, and a mounting system with roof space for antennas and associated equipment, as well as rights of access for installation, maintenance, and operation.

**2. PURCHASE AND CONSTRUCTION ADMINISTRATION.**

Boone County will prepare the specifications for bidding, and will procure and install the Facility components in accordance with Missouri law. Boone County will also obtain, if required, in Rise’s name, any necessary permits and governmental approvals for the installation of the roof mounted antennas and equipment. Boone County will prepare and submit such documents as are necessary or convenient to obtain permits and approvals as set forth herein and Rise will cooperate with Boone County in doing so.

### **3. CONSTRUCTION OBLIGATIONS.**

#### **A. RISE WILL PROVIDE TO BOONE COUNTY, TO BOONE COUNTY'S SPECIFICATIONS:**

1. Dedicated and key-secured access to all the Facility roof-mounted antennas and cables and to the equipment room on the Building's second floor containing radio communications and related technical equipment associated with the maintenance and operation of the Facility;
2. Regular utility electrical power, generator supported emergency electrical power, provision of HVAC equipment and service to maintain 68 degree Fahrenheit temperature inside the equipment room with a specified load of 10,475 watts, plus access to regular utility fiber and cable demarcation points;
3. Continuous 24-hour access to all Facility equipment areas;
4. Applicable and necessary signatures and authorizations necessary or convenient to obtain any governmentally required permits in Rise's name; and

#### **B. BOONE COUNTY WILL PROVIDE:**

1. All labor, materials, and communication hardware, including, rooftop antennas and other related equipment, for the installation, operation and maintenance of Facility equipment, but this shall not include any additional horizontal cable runs inside the building necessitated by Rise initiated occupancy changes or Rise initiated building equipment alterations which impact IFC Section 510 coverage;
2. All professional services necessary to design and optimize the Facility equipment;
3. Such professional services necessary or convenient to secure all required FCC licenses and permits.
4. Such professional services and staff assistance as necessary or convenient to file the anticipated conditional use permit application, in Rise's name, with the City of Columbia in order to permit the antenna installations.

**4. OWNERSHIP AND RISK OF LOSS FACILITY EQUIPMENT.**

After the Facility equipment is installed, Boone County will own it and insure it against risk of loss. Boone County will bear all risk of loss for the Facility equipment only.

**5. TERM.**

The initial term of this agreement will commence on the date this agreement is fully executed and will continue for ten (10) years from that date. The Agreement will automatically renew for two successive ten (10) year terms unless otherwise terminated as provided for in paragraph 6 below.

**6. TERMINATION.**

After the initial term of ten (10) years, either party may terminate this agreement by written notice sent to the other party's notice address below by First Class US Mail, postage prepaid. This agreement will then terminate twenty-four (24) months after the date that notice is so mailed. Prior to the end of the 24-month notice period, Boone County will remove all rooftop antennas and the communication equipment in the radio equipment room.

**Notice Addresses:**

Boone County:  
Chad Martin – Director  
911- Joint Communications  
2145 East County Dr.  
Columbia, MO 65202

Rise:  
DRI/CA Columbia, LLC  
c/o CA Ventures  
130 East Randolph Street, Suite 2100  
Chicago, IL 60601

**7. NONAPPROPRIATION.**

Notwithstanding any provision of this Agreement to the contrary, any obligation of Boone County that requires any expenditure of funds is expressly conditioned upon there being a sufficient, unencumbered balance of funds appropriated for that purpose.

**8. AUTHORITY OF SIGNATORIES.**

The individuals signing this Agreement below certify they are fully authorized to execute this Agreement on behalf of the respective parties.

**9. BINDING ON SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding on the parties and their successors and assigns.

**10. GOOD FAITH.**

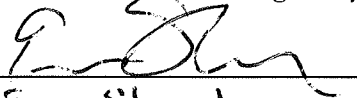
The parties hereto mutually pledge and agree to exercise reasonable diligence in good faith in the performance of their respective obligations under this Agreement and to cooperate to the greatest extent practical in fulfilling the general terms, conditions, and objections reflected herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last party to execute it.

Executed by DRI/CA Columbia, LLC this 10<sup>th</sup> day of November, 2016.

**DRI/CA COLUMBIA, LLC**

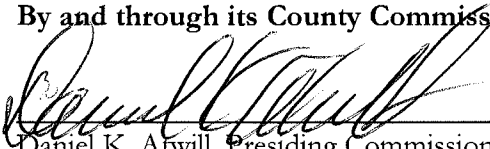
By:   
ERAN FIELDS, Authorized Signatory

Attest:   
Eran Shargal


**SIGNATURES CONTINUE ON NEXT PAGE**

Executed by Boone County this 6<sup>th</sup> day of Dec., 2016.

**COUNTY OF BOONE**  
**By and through its County Commission**

  
\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

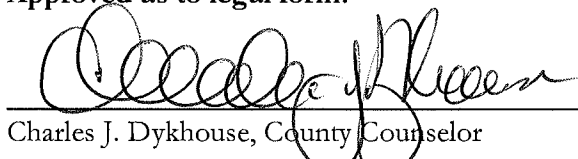
ATTEST:

  
\_\_\_\_\_  
Wendy S. Noren, County Clerk

Approved:

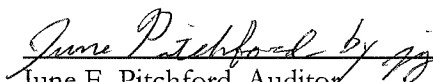
  
\_\_\_\_\_  
Chad Martin – Director of Joint Communications

Approved as to legal form:

  
\_\_\_\_\_  
Charles J. Dykhouse, County Counselor

**Auditor Certification:**

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

  
\_\_\_\_\_  
June E. Pitchford, Auditor      11/29/16 Date  
*No Encumbrance Required*



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

6th

day of

December

20

16

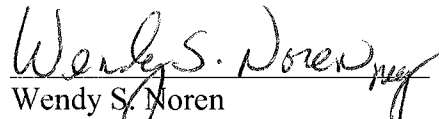
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached IV-D County Reimbursement Cooperative Agreement between Boone County and the Missouri Department of Social Services, Family Support Division.

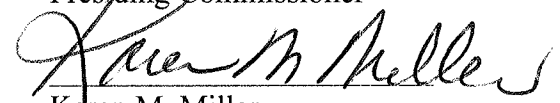
The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said IV-D County Reimbursement Cooperative Agreement.

Done this 6th day of December, 2016.

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

# Contract For Services

**Contract #:** ER10217C009



Missouri Department of Social Services  
Division of Finance & Administrative Services  
Purchasing Unit  
P.O. Box 1643  
Jefferson City, MO 65102

**Title:** IV-D County Reimbursement Cooperative Agreement

**Contract Period:**

January 1, 2017 through December 31, 2019

The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

**Contractor/County Information:**

County Name: **County of Boone**  
Mailing Address: **605 E. Walnut**  
City, State Zip: **Columbia, MO 65201-4460**  
State Vendor #: **43600034902**

County Level Designation: **Level C**

Multi-County Project Name (if applicable):

Contractor Contact Person Name and Title: Barbara Morris, Budget Adminis/Child Support Specialist

Contact Person E-Mail Address: BMorris@boonecountymo.org

~~~~~  
The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract shall exist between the contractor and the Department of Social Services.

The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

**In witness thereof, the parties below hereby execute this agreement.**

|                                                                                   |                       |               |
|-----------------------------------------------------------------------------------|-----------------------|---------------|
| <u>SEE ATTACHED</u><br>Authorized Signature for the Circuit Clerk                 | _____<br>Name & Title | _____<br>Date |
| <u>SEE ATTACHED</u><br>Authorized Signature for the Prosecuting Attorney          | _____<br>Name & Title | _____<br>Date |
| <u>SEE ATTACHED</u><br>Authorized Signature for the County Commissioner/Executive | _____<br>Name & Title | _____<br>Date |
| _____<br>Authorized Signature for the Department of Social Services               | _____<br>Date         |               |

FOR THE COUNTY OF BOONE:

*Daniel K. Atwill*  
DANIEL K. ATWILL, Presiding Commissioner

DATED: 12/6/16

ATTEST:

*Wendy S. Noren*  
WENDY NOREN, Clerk of the County Commission

*Daniel K. Knight*  
DANIEL K. KNIGHT, Boone County Prosecutor

DATED: 11-18-16

*Christy Blakemore*  
CHRISTY BLAKEMORE, Clerk of the Circuit Court

DATED: 11/16/16

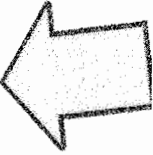
APPROVED AS TO LEGAL FORM:

*C.J. Dykhouse*  
C.J. DYKHOUSE, County Counselor

AUDITOR CERTIFICATION

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and there exists a sufficient unencumbered appropriation balance.

*June E. Pitchford* 11/15/16  
JUNE E. PITCHFORD, Auditor Date  
*by cz* *No Encumbrance Required*  
*Revenue Only*



## **1 Introduction and Background Information**

- 1.1 The Missouri Department of Social Services, Family Support Division (Department) hereby enters into this cooperative agreement with the County of Boone (hereinafter "County") by their respective office holders, including the Prosecuting Attorney, Circuit Clerk and Presiding Commissioner for the reimbursement of IV-D child support services.
  - a. For the purpose of this cooperative agreement the term "contractor" shall refer to the "county"; and
  - b. For the purpose of this cooperative agreement the term "contract" shall mean the same as "cooperative agreement".
  - c. For the purpose of this cooperative agreement, the Prosecuting Attorney's Office in a single county, or the Prosecuting Attorney's Office of the host county of a Multi-County project, provides the IV-D casework services; the Circuit Clerk's office in the county exchanges information in the Missouri Automated Child Support System (MACSS) and provides certified copies of orders to the Department.
- 1.2 The Department issues contracts for these services under the authority of an Expenditure Registration System (ER102) issued to the Department by the State of Office of Administration.
- 1.3 The mission of the Department of Social Services is to "maintain or improve the quality of life for Missouri citizens". The Family Support Division is responsible for maintaining and strengthening Missouri families, helping people achieve an appropriate level of self-support and self-care through needs based services.
- 1.4 The Department, under Title IV-D of the Social Security Act, and under section 454.400, RSMo, has been delegated the responsibility for the development and administration of a statewide program to establish and enforce support obligations owed to children receiving Temporary Assistance for Needy Families (TANF) benefits and to other persons, which obligations are established through the offices of the various Circuit Clerks within the State of Missouri.
- 1.5 The contract period shall be from January 1, 2017 through December 31, 2019.

## **2 General Performance Requirements**

- 2.1 The contractor shall provide services to the Department, in accordance with the provisions and requirements stated herein.
- 2.2 Services reimbursed by the Department shall consist only of those services described herein, as authorized by the Department.
- 2.3 The contractor shall coordinate all contract activities with designated representatives of the Department.
- 2.4 **Correspondence:** Within five (5) days the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's representative servicing the contract.
  - a. The contractor understands that e-mail will be used to transmit contract documents and other correspondence from the Department to the contractor.
  - b. The contractor must obtain a state e-mail address.
  - c. Any such emails containing information regarding specific cases should be submitted utilizing the state e-mail address or each message must be encrypted pursuant to the Department's Missouri Child Support Procedural Manual.
  - d. It shall be the responsibility of the contractor to ensure the timely review and response to e-mailed documents.
- 2.5 **Contractor's Personnel:**
  - 2.5.1 The contractor shall perform background checks per the direction of the Department.
  - 2.5.2 The contractor shall only employ 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.

- a. 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 (25%) of the total amount due to the contractor.
- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies or any other duly appointed civil authority.
- c. 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 Department 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 Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.6 **Subcontractors:** 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:

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
- b. shall not henceforth be in such violation, and
- c. 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.

2.7 **Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of Exhibit # 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit # 1 must be submitted prior to executing the contract.

2.8 **Debarment Certification:**

2.8.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

2.8.2 The contractor must complete and submit Exhibit # 2, Certification Regarding Debarment, prior to executing the contract.

## 2.9 **Subrecipient Determination and Requirements**

2.9.1 For the purposes of this contract, the contractor has been determined to be a subrecipient of federal funds.

2.9.2 The contractor shall comply with Federal Funds Subrecipient Requirements, attached hereto as Attachment A.

2.9.3 As used in Attachment A, the term "subrecipient" shall refer to the contractor and the term "state agency" shall refer to the Department.

## 3 **Specific Performance Requirements**

### 3.1 **General Program Requirements**

3.1.1 Pursuant to 13 CSR 30-2.010, and for the purpose of this contract, the following definitions shall apply:

- a. Level A County – A county which is designated to have sole responsibility for the entire operation of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
- b. Level B County – A county in which the prosecuting attorney is designated to have sole responsibility for a specific portion of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
- c. Level C County – A county in which the Department is designated to have sole responsibility for the entire operation of the IV-D program, in that the contractor performs specific legal functions on cases referred to them by the Department.
- d. Multi-County Project – A designated group of Level C counties that have individually entered into a contract with the Department, and have agreed to expand their local resources for the purpose of establishing, enforcing and collecting child support obligations.
- e. Referral or Referred Cases – Any child support case under the state IV-D program sent to the Prosecuting Attorney by the Department for a requested action, and shall include all cases requiring legal referral for "requested action" pursuant to the Department's Missouri Child Support Procedural Manual. (<http://dssweb/fsd/csepolicy/manpolicydocs/index.htm>)

3.1.2 Pursuant to 13 CSR 30-2.010, the Department has identified the contractor's County Level designation(s) on the signature page of the contract. The contractor shall provide services for each IV-D case in accordance with the requirements stated herein, including any additional requirements specified in Attachment B (IV-D County Additional Requirements), as applicable.

3.1.3 The Department is vested with the sole ownership, control and authority of the IV-D program in Missouri. The policies and procedures adopted by the Department shall be controlling for all IV-D activities and purposes to be performed by the contractor.

- a. The Department policies and procedures can be located at:  
<http://10.60.16.82/fsd/programs/cse/index.htm#policy>

3.1.4 No provisions of this contract shall be construed to alter the statutory, constitutional or common law powers and duties of the Prosecuting Attorney, including but not limited to, the power to use his/her discretion in determining the course of action to be taken in a case.

3.1.5 The contractor shall maintain records as required by the Department and federal regulations, including 45 CFR 302.15 and 45 CFR part 74.

3.1.6 The contractor shall not subcontract with any other business, organization, or governmental body to perform any or all portions of the requirements stated herein without the prior written approval of the Department.

3.1.7 All outside child support inquiries, with the exception of inquiries made by custodial or non custodial parents on their own cases, (e.g. media, legislator, vendor, and other governmental agencies) made to the

contractor regarding the statewide child support program, its policies, procedures or performance shall be forwarded to the Department for response.

- a. In the event the Department must formally respond to an inquiry, at the request of the Department, the contractor must within five (5) business days draft a response or provide all necessary case information in order for the Department to respond.
- b. When requested by the Department, the contractor shall provide a written response to outside inquiries, and must provide the Department a copy within five (5) business days of the request.

3.1.8 The contractor may respond appropriately to all media and/or legislative inquiries made to the contractor regarding the contractor's program and any case within said program. The contractor shall provide notice of a contractor program inquiry and its response immediately to the Department.

3.1.9 The contractor shall notify the Department by e-mail of the following personnel changes: within ten (10) calendar days, the names and e-mail addresses of all new personnel; and within three (3) business days of personnel departures.

3.1.10 The contractor shall utilize the Department's Microsoft Outlook system for electronic mail (e-mail) for contract documents and other correspondence related to the contract.

### 3.2 **Prosecuting Attorney's (PA) Office Responsibilities**

3.2.1 The PA must take action pursuant to Chapters 210, 452, and 454 RSMo and within the time frames specified in 13 CSR 30-2.010 on all cases referred to them from the Department. Case action shall include, but is not limited to:

- a. filing a co-respondent petition when the custodial parent fails to cooperate in paternity action;
- b. pursuing arrears due the Department, with or without the custodial parent's cooperation; and
- c. pursuing all enforcement referrals either criminally or civilly.

3.2.2 The PA shall meet stricter time requirements than those specified herein upon notification by the Department of any change(s) in federal law or regulation requiring the stricter time frames.

3.2.3 The PA shall be responsible for all direct communication with the custodial parent, non-custodial parent, and, if ethically appropriate based upon the rules bound by the Missouri Bar, the attorney(s) on all active referrals.

3.2.4 The PA shall use the Department's Missouri Automated Child Support System (MACSS) to:

- a. accept referrals from the Department;
- b. record all IV-D activities;
- c. comply with the requirements of 13 CSR 30-2.010;
- d. document the reason for return or rejection of any referral for any reason upon closing and returning the referral; and
- e. enter such information as is required for the state case registry pursuant to section 454.412 RSMo.

3.2.5 The PA's personnel shall attend all training courses identified mandatory training by the Department.

3.2.6 The PA must retain and monitor all referrals accepted, for enforcement of existing orders, for a period of not less than three (3) months after initial judicial action is completed in cases where the obligor has complied with the court's order for three (3) consecutive months.

- a. Referrals must be retained and monitored for a period of not less than six (6) months after initial judicial action is completed for all other cases to ensure compliance with the court's order or other agreement entered into between the contractor and obligor.
- b. Referrals may be ended and returned in cases where it is known that the obligor cannot make payments as ordered due to incarceration, disability, or in cases that are dismissed by the court.

3.2.7 The PA shall return referrals to the Department only when there is lack of jurisdiction, a conflict of interest exists, no reasonable legal remedy is available, the referral packet is incomplete and the Department fails to provide necessary information requested by the contractor within fourteen (14) calendar days, or in other extenuating circumstances upon mutual agreement between the Department and the contractor.

a. Referrals must be returned within fifteen (15) calendar days of request of the Department.

3.2.8 The PA shall have the same authority as referenced in the child support policy procedural manual as Department personnel to forgive or reduce unreimbursed assistance paid by the Department prior to the entry of an order for child support. The contractor shall not have the authority to forgive or reduce post-judgment principal or arrearages or to agree to forgive or reduce post-judgment principal or arrearages assigned to the Department, or judgments or arrearages due to the family. The PA may only agree or consent to forgive or reduce post-judgment principal or arrearages after obtaining settlement authority and settlement approval from the Director or the Deputy Director of the Family Support Division.

3.2.9 The PA shall petition for a judgment against the non-custodial parent in all actions that include declaration of paternity for the cost of genetic testing paid directly or indirectly by the Department. Judgments for genetic testing must reflect that payment is made to:

FSD Genetic Testing Unit  
P.O. Box 2320  
Jefferson City MO 65102

3.2.10 Pursuant to the Supreme Court Rule 88.01, the PA shall apply the child support guidelines in all cases referred by the Department to establish a support obligation. Any deviation from the required MO Form 14, Child Support Calculation Worksheet, must be noted in the child support order; in MACSS; and the information must be forwarded to the Department's office currently designated in MACSS.

a. The MO Form 14 can be found at:

<http://www.courts.mo.gov/courts/ClerkHandbooksP2RulesOnly.nsf/c0c6ffa99df4993f86256ba50057dcb8/238f8cbb7556e91186256ca6005213c4?OpenDocument#Untitled%20Section>.

3.2.11 The PA shall review its "Referral Checklist" at least once per year by December 31<sup>st</sup> on the Department's intranet site (<http://10.60.16.82/fsd/training/CSE/PA/LegalReferralReq/index.htm>). Any and all changes that need to be made shall be coordinated through the Department's Prosecuting Attorney MACSS Liaison.

3.2.12 The PA shall not represent any interested party other than the Department in any matter referred to the contractor.

3.2.13 Pursuant to section 568.040 RSMo, the contractor shall report to the Department on a quarterly basis (April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>) the number of charges filed and convictions obtained. The PA must submit the report in the format and manner specified by the Department.

a. For purposes of this cooperative agreement, the term "conviction" is defined as a guilty plea or a conviction.

3.2.14 The PA shall inform the Department of any adverse decision made by the Court on a referral handled by that PA where it is the PA's legal opinion that the adverse decision is contrary to established law affecting the child support program. The harmed party may be the State, or a party to the underlying case, or both. This notification should be a timely email to the Department's Prosecuting Attorney Liaison and will include a written recommendation regarding whether an appeal is appropriate based on the law and the facts and the reasoning behind the recommendation. The Department will review the recommendation and make a final determination regarding whether the case should be appealed.

### 3.3 **Circuit Clerk (Clerk) Responsibilities**

3.3.1 The Clerk shall utilize MACSS:

a. to the extent required by Chapters 452 and 454 RSMo, on all child support and/or spousal support cases; and

b. pursuant to section 454.412 RSMo, to enter such information as is required for the state case registry.



- 3.3.2 The Clerk shall provide the Missouri Department of Health and Senior Services, Bureau of Vital Records, with certified copies of all orders establishing paternity in accordance with section 454.485 RSMo within ten (10) business days of the filing date of the order.
- 3.3.3 The Clerk shall comply with 45 CFR 304.50 for the treatment of program income in such a manner that the Department meets its state plan requirements for the federal Office of Child Support Enforcement (OCSE).
- 3.3.4 The Clerk shall not charge any fees to the Department, or any attorney bringing action pursuant to a referral by the Department, for requests of copies, filing of any action or document necessary to establish paternity, or to establish, modify or enforce a child support obligation. (§454.445 RSMo) All requests must be completed within ten (10) calendar days.

3.4 **Department Responsibilities:**

- 3.4.1 The Department will refer appropriate IV-D cases to the contractor for establishment, enforcement, modification or outgoing cases pursuant to the Uniform Interstate Family Support Act (UIFSA).
- 3.4.2 The Department will review MACSS and [www.courts.mo.gov/casenet](http://www.courts.mo.gov/casenet) for case information before making a status inquiry to the contractor.
- 3.4.3 Pursuant to section 454.440 RSMo, the Department will provide federal and state parent locator services to the contractor.
- 3.4.4 Upon filing with the Secretary of State, the Department will notify the contractor of any proposed rule or regulation impacting the child support enforcement program, pursuant to section 454.400 RSMo.
- 3.4.5 The Department, with the assistance of the state's Information Technology Services Division (ITSD), will provide the following services:
  - a. Installation and problem resolution assistance for personal communication software;
  - b. Problem resolution assistance for MACSS-related printing problems;
  - c. Problem resolution assistance for Outlook e-mail as it relates to communication with the Department on child support activities; and
  - d. Microsoft Office application assistance related to child support business.
- 3.4.6 The Department, with the assistance of ITSD, will provide user ID's and passwords for the contractor's staff, assigned to carry out the requirements stated herein, within five (5) business days of receipt of the request. Request must be submitted through the Department's online security access unit.
- 3.4.7 The Department will notify the contractor, or their designee the following information:
  - a. Key personnel changes at the Department;
  - b. Statewide statistical data;
  - c. Annual federal audit compliance reports;
  - d. MACSS changes;
  - e. Policy(s) issued; and
  - f. All program-related information distributed to Department supervisors or managers.

3.5 **Fiscal Requirements**

- 3.5.1 The contractor shall appropriate a sufficient amount of funds in accordance with the performance standards required pursuant to 13 CSR 30-2.010.
- 3.5.2 The contractor shall ensure that the only federal funds certified for use under this contract are federal revenue sharing funds available for this purpose.
- 3.5.3 Beginning with the calendar year 2015 and every odd year thereafter, the contractor may submit a cost allocation plan, which includes a proposed indirect cost rate, no later than six (6) months before year end.
- 3.5.4 Pursuant to 13 CSR 30-9.010(4), the contractor shall submit an annual budget request on or before July 1<sup>st</sup> of each year to the Department for approval. Annual electronic budget forms and formula calculations will be provided to the contractor no later than May 1<sup>st</sup> each contract period. The contractor shall utilize the new annual budget form in preparation of the annual budget.

- a. The contractor shall have fifteen (15) calendar days to provide comments on the proposed formula calculations.
  - b. The contractor shall send any comments to their representative at Missouri Office of Prosecution Services (MOPS) and/or Missouri Association of Prosecuting Attorneys (MAPA) and shall immediately send a copy of the comments to the Department's County Reimbursement Manager. The MOPS and/or MAPA representative shall have an opportunity to discuss the final formula calculations with the Department before final application of the formula is made to the budgets of the counties.
  - c. Pursuant to Department Policy 4-100, the contractor's administrative fee (i.e. indirect costs) may not exceed ten percent (10%) of total contract amount. (<http://dssweb/dpl/adman/POLICIES/4-100.pdf>).
  - d. The annual budget request must be submitted via e-mail to the Department's County Reimbursement Manager.
- 3.5.5 Pursuant to section 454.405 RSMo, the contractor shall furnish office space and other administrative requirements. The contractor must receive prior written approval from the Department for any office space leased from the private sector. Space obtained from the private sector shall be acquired in accordance with sections 105.454, and 50.660 RSMo, and 13 CSR 40-3.010(5)(A).
- 3.5.6 The contractor shall receive prior written approval from the Department for purchases of equipment with an initial cost of twenty-five hundred dollars (\$2,500) or more which are necessary for fulfillment of the contract requirements in accordance with 13 CSR 40-3.010.
- 3.5.7 Pursuant to 13 CSR 40-3.010, the contractor shall receive prior written approval from the Department for out-of-state travel for performance of reimbursable child support activities, and shall abide by the same expenditure reimbursement limitations as the Department imposes on its personnel.
- 3.5.8 The contractor may request reimbursement for in-state trainings that are determined to be sufficiently program-related. Approved reimbursement will be paid at the current Federal Financial Participation (FFP) rate.
- 3.5.9 Allowable costs for travel and per diem will be reimbursed at rates as defined by State of Missouri Travel Regulations <http://www.oa.mo.gov/acct/>.
- 3.6 **Audits:**
- 3.6.1 The Department reserves the right to complete audits to determine the reliability of data provided by the contractor for data used to compute federal IV-D performance measures and other performance measures outlined in this contract.
- 3.6.2 The audits may include, but are not limited to, on-site audits of hardcopy or electronic case records and data entered into MACSS.
- 3.6.3 The contractor shall maintain individual case records adequate to permit evaluation of the progress of each case. Such case records shall be in accordance with 45 CFR 302.15 and 303.2 and shall include, at a minimum, the following:
- a. Original referral documentation
  - b. Record of all contacts with parties to the action; and
  - c. Record of all legal action.
- 3.6.4 The contractor shall provide, to the Department, copies of all notices and reports as described herein of any audit performed by another entity to the following address:
- Department of Social Services, Family Support Division  
County Reimbursement Unit  
615 East 13<sup>th</sup> Street, Room 204-2  
Kansas City, MO 64106
- 3.6.5 The Department may conduct annual financial audits to determine whether funds received by the contractor were used in accordance with the requirements stated herein, state law and federal regulations governing authorized IV-D expenditures.

- 3.6.6 The contractor shall make available all appropriate financial records to the authorizing representatives conducting the inspection and audit.
- 3.6.7 Reimbursements to the contractor shall, in all cases, be subject to an adjustment after a financial audit as follows:
- a. If the Department reimbursed the contractor in a previous budget year an amount greater than allowed, then the Department may reduce the contractor's budget in the following budget year after providing thirty (30) days written notice to the contractor of its intent to do so.
  - b. A reduction to the contractor's budget as a result of an adjustment pursuant to an audit finding shall be treated as a one-time reduction and not an automatic permanent reduction of the contractor's budget for future budget amount projections.
  - c. The contractor shall submit a written reimbursement request and statement of explanation, when requesting an amount in excess of the approved budget amount. The Department must provide a written determination to the contractor within thirty (30) days of receipt of the statement of explanation.

**3.7 Monitoring and Compliance:**

3.7.1 The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the Department determines the contractor to be at high-risk for non-compliance, the Department shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but are not limited to, those conditions specified below:

- a. Requiring additional, more detailed financial reports or other documentation;
- b. Additional contract monitoring;
- c. Requiring the contractor to obtain technical or management assistance; and/or
- d. Establishing additional prior approvals from the department.

3.7.2 The contractor's performance will be measured in accordance to 13 CSR 30-2.010 for cases referred from the Department for legal action to be taken. Compliance reviews shall be conducted solely on the case information contained in MACSS.

3.7.3 Prosecuting Attorney Compliance: Pursuant to 13 CSR 30-2.010, the Department will take the following actions should the Prosecuting Attorney fail to comply with the performance requirements as stated herein:

- a. The Department will send written notice to the Prosecuting Attorney identifying non-compliance with policies and procedures, requirements, or regulations for the safeguarding of federal tax information, performance measures, data reliability or program compliance audits.
- b. The Prosecuting Attorney must submit, within thirty (30) calendar days, a written corrective action plan to the Department for approval. The corrective action plan must contain specific actions and timeframes to bring the Prosecuting Attorney back into compliance.
  - 1) The Department reserves the right to terminate the contract should the Prosecuting Attorney fail to submit and implement an approved corrective action plan or fail to achieve compliance with the terms and conditions stated herein.
- c. The Prosecuting Attorney shall attend necessary and required training when determined to be non-compliant with program performance standards.

**3.8 Federal Tax Information:**

3.8.1 The contractor and any subcontractors shall comply with IRS Publication 1075 Security Guidelines to specifically include, but not limited to, the requirement to notify the state agency immediately, but no later than twenty-four (24) hours after identification of a possible security issue involving Federal Tax Information (FTI) as required by IRS Publication 1075, paragraph 10.4. Further, the contractor shall

comply with the federal tax information requirements stated in the Assurance of Safeguarding IRS/SSA Restrictions/Penalties (Exhibit # 3) document attached hereto. In addition, the contractor shall:

- a. require all new hire and tenured personnel to certify and complete the Department's security policy and IRS penalties for unauthorized disclosure of federal tax information. The training can be located at: (<http://10.60.16.57//DisclosureForm/>);
- b. complete and print the electronic *Internal Inspections Report* annually ([http://10.60.16.57/InspectionReport/\(S\(155vjuii35i14vsdm54apima\)\)/default.aspx](http://10.60.16.57/InspectionReport/(S(155vjuii35i14vsdm54apima))/default.aspx)) and retain for five (5) years;
- c. not send or receive any federal tax information by electronic mail (e-mail) or facsimile;
- d. not disclose or release any form of protected federal tax information to any attorney representing a non-custodial parent in the referred case under the contractor's control;
- e. provide a visitor access log that must not contain personal identification information (i.e. social security number, case number, or other personal identifying information) that may be viewable by other visitors; provide all visitors with visitor badges; and all visitors must be accompanied by contractor personnel at all times;
- f. only provide key/combination locks to authorized personnel that have a need to access federal tax information; maintain key/combination accountability records; change key/combination locks when authorized personnel changes occur or at a minimum annually; and
- g. immediately report an unauthorized inspection or disclosure of federal tax information via e-mail or hardcopy, including breaches and security incidents, to the compliance coordinator or designee. Currently the compliance coordinator can be contacted at [gary.h.hinzpeter@dss.mo.gov](mailto:gary.h.hinzpeter@dss.mo.gov).

## **4 General Contractual Requirements**

### **4.1 General:**

- 4.1.1 The contract shall consist of any and all of the following documents, as applicable:
- a. an original contract document; and
  - b. any subsequent amendments to the contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided to clients of the Department by the contractor.
- a. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- 4.1.3 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.
- 4.1.4 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- 4.1.5 This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.
- 4.1.6 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR Part 76) are not suspended or debarred from contracting with the federal government.
- a. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
  - b. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.7 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

### **4.2 Amendment, Termination and Renewal:**

- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
  - b. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
  - c. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.2.3 Any change, whether by modification and/or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.

- 4.2.4 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.5 The contract may be terminated by either party, with or without cause, by giving sixty (60) days advance written notice to the other party at its principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its cases before the end of the sixty (60) day period, if applicable.
- 4.2.6 Breach: The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
- a. The termination shall become effective on the date specified in the notice.
  - b. At its sole discretion, the Department may give the contractor an opportunity to cure the breach.
  - c. The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.
- 4.2.7 Any written notice to the contractor shall be deemed sufficient when deposited in the United States Postal Service mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the contractor or the contractor's principal place of business.
- 4.2.8 In the event of termination all case records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
- a. Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all case records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such information without prior, written permission of the Department.
  - b. Upon termination of the contract the Department shall have access to all case records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all case records and documents prepared or developed as a result of the contract.
- 4.2.9 Transition of Services: Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request, or other such time as directed by the Department.
  - b. The contractor shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
  - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

#### 4.3 **Subcontracting:**

- 4.3.1 The contractor may subcontract for the services/products required herein only with prior written approval from the Department.

- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- 4.4 **Conflict of Interest:**
- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
- a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
  - b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.
  - c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
    - 1) exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause; or
    - 2) directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
    - 3) taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.
- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 The contractor certifies that:
- a. no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
  - b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
  - c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the director of the Department.
- 4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal relating to this contract, in which they have administrative control or a monetary

interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

- 4.4.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.
- 4.4.6 The contractor shall represent itself as an independent contractor offering such services to the general public and shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.
- 4.5 **Business Compliance:**
  - 4.5.1 The contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.
  - 4.5.2 The contractor shall have and maintain current and in good standing, any and all licenses and/or certifications which are required by law, rule or regulation for the duration of the contract.
    - a. The contractor shall notify the Department if the contractor's license(s) and/or certification(s) have or may be terminated, terminated, modified or qualified within seven (7) business days.
    - b. The contractor shall notify the Department within seven (7) business days if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation by law enforcement governmental agency or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents employees or officers, may have to conduct business.
  - 4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.
  - 4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- 4.6 **Personnel and Staffing:**
  - 4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
  - 4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and/or individuals in the performance of this contract who meet specific qualifications required for services to be provided.
    - a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.
  - 4.6.3 The contractor shall only utilize personnel including those of any subcontractor(s), who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.
- 4.7 **Federal Funds Requirements:**
  - 4.7.1 The contract may involve the expenditure of federal funds. Therefore, for any federal funds used, the contractor shall comply with the requirements listed in the following subparagraphs.
  - 4.7.2 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 Department each contract year, if applicable. The contractor shall return to the Department any funds disallowed in an audit of the contract.



- a. 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.
- 4.7.3 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 Part 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110); and
  - b. Cost Principles: 2 CFR Part 225, State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR Part 31, For-Profit Organizations; 45 CFR Part 74, Appendix E – Hospitals.
- 4.7.4 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 without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:
- 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.
- 4.7.5 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 Department, when applicable, Disclosure of Lobbying Activities reporting forms.
- 4.8 **Financial Requirements:**
- 4.8.1 The availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor.
- 4.8.2 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice, as set forth herein.
- a. The contractor shall submit their invoices in a timely fashion and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
- 4.9 **Contractor Liability:**
- 4.9.1 The contractor shall be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.
- a. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

4.9.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional 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.

4.10 **Insurance:**

4.10.1 The Department and the State of Missouri is and shall not be required to save and hold harmless and/or indemnify the contractor, its employees, agents or subcontractors 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 shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.

4.10.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.

4.10.3 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

4.11 **Human Rights:**

4.11.1 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. § 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. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
- h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
- j. Missouri Governor's E.O. #05-30; and
- k. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided under the contract.

4.11.2 If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.

4.11.3 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.

4.12 **Recordkeeping and Reporting Requirements:**

4.12.1 The contractor shall submit itemized reports, records and information at the request of the Department.

- 4.12.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP).
- 4.12.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.
- 4.12.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
- 4.12.5 The contractor shall provide the Department with access to its clients and client records without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.
- 4.12.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- 4.12.7 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
- 4.12.8 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.
- 4.13 **Confidentiality:**
- 4.13.1 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, to the extent required by law.
- 4.13.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.
- 4.13.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 4.13.4 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
  - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
  - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
  - d. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and

- e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

#### 4.14 **Notification Requirements:**

- 4.14.1 The contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a custodial parent, non-custodial parent, and/or child.
- 4.14.2 The contractor shall immediately notify the Department, in writing, if the contractor becomes aware of any circumstances which may render the contractor unable to perform any of its obligations under the contract.
  - a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.

#### 4.15 **Miscellaneous:**

- 4.15.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.15.2 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.15.3 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.15.4 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
- 4.15.5 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.

### **5 Payments to the Contractor**

- 5.1 Funds available for the use in this program are limited to monies received from the United States Department of Health and Human Services (DHHS) for the purpose of operating the Missouri State Plan for Child Support under Title IV-D of the Social Security Act. Funds are further limited by appropriation of general revenue funds and/or the Child Support Enforcement Collections (CSEC) fund by the Missouri General Assembly.
- 5.2 Pursuant to state and federal law and regulations (13 CSR 40-3.010 and 45 CFR 304.21), the Department may reimburse the contractor, at the applicable rate of expenditures incurred, from any or all of the following funds: federal; general revenue; and/or Child Support Enforcement Collections (CSEC).
- 5.3 The Department will allocate funding for services on an annual basis and shall provide notification to the contractor of the allocation amount.
- 5.4 The contractor shall be reimbursed for actual, allowable costs incurred for services provided pursuant to the agreement, in accordance with the budget approved by the Department.
  - a. Any costs incurred for the use or purchase of services, equipment or automated system equipment is not eligible for federal financial participation if, in the sole opinion of the Department, such equipment duplicates services provided by MACSS.
- 5.5 No other payments or reimbursements shall be made to the contractor other than those specified above.
- 5.6 The contractor shall invoice the Department within ninety (90) calendar days after the last day of the month in which services are claimed.

- a. The contractor shall submit its invoices to:

Family Support Division – Child Support  
County Reimbursement Unit  
615 E. 13<sup>th</sup> Street, Room 204-2  
Kansas City, MO 64106-2829

- b. Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.

5.7 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.

5.8 The Department, at its sole discretion, may:

- a. audit all invoices, in a manner determined by the Department;
- b. reject any invoice for good cause;
- c. make invoice corrections and/or changes with appropriate notification to the contractor;
- d. deduct from an invoice any overpayment made by the Department; and
- e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.

5.9 The contractor shall understand and agree that the Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor should return a completed State Vendor ACH/EFT Application. The State Vendor ACH/EFT Application can be downloaded from the internet at:  
<http://www.oe.mo.gov/purch/vendorinfo/vendorach.pdf>.

## Attachment A: Federal Funds Subrecipient Requirements

1. In performing its responsibilities under the contract, the subrecipient shall fully comply with:
  - a. 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - b. All applicable terms and conditions of the award.
  - c. All other applicable laws, regulations and policies authorizing or governing the use of any federal funds paid to the subrecipient under the contract.
2. The subrecipient shall not utilize federal funds, or any required matching funds, provided under the contract as matching funds for any other federal award, unless specifically allowed under that award.
3. Allowable Costs: Unless otherwise stated in this RFP, the subrecipient shall invoice the state agency based on actual, allowable costs incurred.
  - a. The subrecipient shall ensure all expenditures invoiced, claimed and/or reported satisfy the General provisions for allowable costs, as defined in the 2 CFR Chapter 1, Chapter II, Part 200, Subpart E- Cost Principles; and Specific provisions for allowable costs, as defined in applicable Federal program rules.
4. Indirect Cost Rates and Administrative Rates: In the event indirect costs and/or administrative rates are included as part of the cost reimbursement under the contract, the following will apply:
  - a. If a subrecipient has an approved federally negotiated indirect cost rate, the state agency will accept the approved indirect cost rate, unless doing so would conflict with federal statutes or an exception has been approved by the federal agency, based on documented justification. (2 CFR § 200.414) If a federal agency has approved a new or different rate subsequent to the beginning of a contract period and the effective date is retroactive, the change (increase or decrease) will not be recognized and accepted until the following contract period.
  - b. A rate of 10% of Modified Total Direct Costs (MTDC) will be used for those subrecipients that do not have a federally negotiated indirect rate (2 CFR § 200.414).
  - c. **Administrative costs** are defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities", (including cross allocations from other pools, where applicable). (US Dept. of Labor – Guide for Indirect Cost Rate Determination). Administrative costs can be categorized as both direct and indirect costs.

Administrative rates will vary by award, will be determined by the state agency, and will not exceed limits set forth by statute or regulations pertaining to each award. For example, some federal programs have statutory limitations on the % of dollars which may be expended for administrative costs. The state agency must abide by those statutory limits. Consequently, in contracts which include federal dollars with statutory limitations on administrative costs, the state agency will limit the use of award funds for administrative costs in accordance with the statutory requirements. In such instances, the state agency award will deem administrative costs (including administrative costs included in the indirect rate) unallowable to the extent that the costs exceed the statutory limits.
  - d. With regard to indirect cost rates and administrative rates, guidance and requirements noted in Part 2 CFR § 200, "does not change or modify any existing statute or guidance otherwise based on any existing statute...and does not supersede any existing or future authority under law or by executive order of the Federal Acquisition Regulation." Thus, for state agency programs where the specific federal award requirements define Administrative costs in such a manner that all Indirect costs are Administrative costs, the state agency cannot accept an indirect rate (regardless of whether it is federally negotiated or not) that exceeds the Administrative rate cap designated by the specific federal award.
5. Record/Document Requirements and Retention:
  - a. The subrecipient shall have written policies and procedures in place to ensure compliance with the terms, conditions, laws, and regulations in 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Award, and shall make its policies and procedures available to the state agency, upon request.

- b. The subrecipient shall maintain an accounting system that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an activity allowable under the award and allows required federal financial reports to be easily prepared.
  - c. In accordance with 2 CFR § 200.333 the subrecipient shall retain, for a period of three years from the date of submission of the final expenditure report, or from the date of the submission of the final quarterly or annual financial report to the state agency, all financial records, supporting documents, statistical records, and all other records pertinent to the federal award.
6. **Subrecipient Monitoring:** The state agency reserves the right to conduct monitoring reviews to ensure the subrecipient administers the federal award in compliance with applicable laws, regulations, contractual obligations, and performance goal measures.
- a. When deemed appropriate by the state agency, a monitoring report based on the results of the monitoring review will be issued to the subrecipient.
  - b. The subrecipient shall submit a written corrective action plan for any findings and recommendations in the monitoring report as directed by the state agency.
    - 1) The corrective action plan should include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such remedies, and the person(s) responsible for the necessary action.
  - c. The state agency will respond in writing by accepting the corrective action plan submitted and/or requiring further action, including, but not limited to:
    - 1) More detailed financial reports or other documentation;
    - 2) Additional monitoring;
    - 3) Requiring the subrecipient to obtain technical or management assistance; and/or
    - 4) Establishing additional prior approvals from the state agency.
7. **Audits:** If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements.
- a. In accordance with the provisions of 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the state agency, in determining the federal awards expended in its fiscal year.
  - b. In the event the subrecipient is required to obtain an audit pursuant to 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR § 200.512. The subrecipient shall notify the state agency of the acceptance of the audit by the FAC within 7 calendar days of the acceptance. The subrecipient shall also notify the state agency in the event the subrecipient is not required to obtain and submit a single audit. These notifications shall be submitted to the:

Department of Social Services  
Division of Finance and Administrative Services  
Attn: Single Audit  
P.O. Box 1082  
Jefferson City, MO 65102  
Or [DFAS.ComplianceUnit@dss.mo.gov](mailto:DFAS.ComplianceUnit@dss.mo.gov)
  - c. The subrecipient shall cooperate with the state agency in resolving questions that the state agency may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR § 200.521.
8. The subrecipient shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for federal financial participation claimed by the state agency on behalf of the subrecipient. The

subrecipient shall return any funds disallowed, either to the state agency or directly to the applicable federal agency, as instructed by the state agency and within the timeframe designated.

9. **Transparency Reporting:** In order to assist the state agency in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the subrecipient must fully complete and submit the FFATA Data Form, attached hereto as Exhibit #4, to the state agency prior to the award of the contract.
  - a. The subrecipient should register in the federal government System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov), to record information about the subrecipient's organization, including executive compensation data. SAM is a secure, single repository of data and the subrecipient should only need to register once and renew annually thereafter and update information as necessary.
  - b. The state agency will provide the subrecipient with applicable federal funding source information in accordance with 2 CFR § 200.331.



## **Attachment B –IV-D County Additional Requirements**

### **A. Level A County**

A.1 In the event the County is designated as a Level A County, the County shall comply with the additional following requirements.

#### **A.2 Prosecuting Attorney's (PA) Office Level A Responsibilities**

A.2.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:

- a. Establishing paternity;
- b. Establishing and modifying child support obligations;
- c. Enforcing child, spousal and medical support obligations;
  - 1) The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
  - 2) The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
- d. Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
- e. Conducting manual location activities, as needed, to supplement the automated system's location activities; and
- f. For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.

A.2.2 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.

- a. The Child Support Procedural Manual can be located at:  
<http://dssweb/fsd/csepolicy/manpolicydocs/index.htm>.
- b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at:  
<http://dssweb/fsd/training/CSE/MACSSORG/index.html>.

A.2.3 The PA's office managers shall attend all scheduled meetings for Department managers, when notified by the Department.

#### **A.3 Department Level A Responsibilities**

A.3.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program ([http://ssrvfocp/ibi\\_apps/login/mr/mr\\_login.jsp](http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp)).

### **B. Level B County**

B.1 In the event the County is designated as a Level B County, the County shall comply with the additional following requirements.

#### **B.2 Definitions**

B.2.1 Jackson County Family Support Division cases: Cases for support collection or paternity determination services under Title IV-D of the Social Security Act wherein the applicant is a resident of Jackson County or which would otherwise be assigned to the Kansas City offices of the Family Support Division under existing practice and procedures, except for Jackson County Prosecuting Attorney cases.

B.2.2 Jackson County Prosecuting Attorney cases: Cases for support collection or paternity determination services under Title IV-D of the Social Security Act where in the applicant is a Jackson County resident who as Head of Household has never received and is not receiving either cash or non-cash benefits or assistance under Title IV-A or XIX of the Social Security Act nor has a prior companion Temporary Assistance for Needy Families (TANF) case as a result of prior IV-A eligibility on the part of the applicant or involved family.

**B.3 Prosecuting Attorney's (PA) Office Level B Responsibilities**

- B.3.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
  - a. Establishing paternity;
  - b. Establishing and modifying child support obligations;
  - c. Enforcing child, spousal and medical support obligations;
    - 1) The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
    - 2) The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
  - d. Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
  - e. Conducting manual location activities as needed to supplement the automated system's location activities; and
  - f. For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.
- B.3.2 The PA shall use all applicable means including, but not limited to, withholding of unemployment compensation benefits, certification for federal income tax interception, immediate income withholding, administrative process, state income tax withholding, liens against real and personal property, posting of bonds, reporting to consumer reporting agencies, and placing liens on worker's compensation benefits.
- B.3.3 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
  - a. The Child Support Procedural Manual can be located at:  
<http://dssweb/fsd/csepolicy/manpolicydocs/index.htm>.
  - b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at:  
<http://dssweb/fsd/training/CSE/MACSSQRG/index.html>.
- B.3.4 With regard to Jackson County Prosecuting Attorney cases, the Department will, within five (5) working days of receipt of the application of services, forward the application to the PA. In accordance with 45 CFR 303.2, the PA shall be responsible for further requirements and all other case responsibility as set forth herein.

**B.4 Department Level B Responsibilities**

- B.4.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program ([http://ssrvfocp/ibi\\_apps/login/mr/mr\\_login.jsp](http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp)).

**C. Level C County**

- C.1 In the event the County is designated as a Level C County, there are no additional requirements.

**D. Multi-County Project**

- D.1 In the event the County is designated/identified as a participant in a Multi-County Project (Project), the County shall comply with the additional following requirements, as applicable.
- D.2 Project Participants: The Project shall consist of the counties listed in the table below. The county labeled with an asterisk (\*) shall be designated as the "Host" County for the Project.

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D.3 **Project Collaboration**

D.3.1 The contractor shall collaborate with other Project Participants, as required, to ensure successful delivery of child support enforcement services.

D.4 **Host County Responsibilities**

D.4.1 The Host County shall serve as the lead entity for the Project.

D.4.2 The Host County shall establish and identify an office for the primary location for the Project.

D.4.3 The Host County shall employ Assistant Prosecuting Attorney(s) and support staff for the purpose of fulfilling the requirements of this contract.

- a. The personnel required above shall spend one hundred percent (100%) of the time working on child support enforcement activities.
- b. The Host County shall take the necessary steps, as required by law, to appoint/commission the individuals hired as assistant prosecuting attorneys for each of the counties participating in the Project, thereby conferring on the assistant prosecuting attorneys all of the authority, duties and responsibilities of said office for each county participating in the Project.
  - 1) The Host County may limit said commission to child support services at the option of each participating county.

D.4.4 The Host County shall appropriate sufficient funds to compensate required personnel and to provide for the investigation and litigation of cases referred to the Project.

D.5 **Reimbursements to the Host County**

D.5.1 The contractor (non-host county) shall reimburse the Host County for the non-host county's share of expenditures made to fulfill the requirements of the Project.

D.5.2 The contractor (non-host county) shall reimburse the Host County in accordance with the applicable percentage share listed in the table below.

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# Exhibit # 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

## Business Entity Certification:

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

### BOX A – Currently Not a Business Entity

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

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

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

\_\_\_\_\_  
 County Commissioner/Executive Name  
 (Please Print)

\_\_\_\_\_  
 County Commissioner/Executive Signature

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

\_\_\_\_\_  
 Date

**Exhibit # 1 (continued)**

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

**Box B - Current Business Entity Status**

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

DANIEL K. ATWELL  
County Commissioner/Executive Business Entity Representative's Name (Please Print)

[Signature]  
County Commissioner/Executive Business Entity Representative's Signature

COUNTY OF BOONE  
Business Entity Name

12/6/16  
Date

DATWELL@boonecountymd.org  
E-Mail Address



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

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

Company ID Number: 173533

## 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 County of Boone, Missouri (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: 173533

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

|                          |                                    |                    |                         |
|--------------------------|------------------------------------|--------------------|-------------------------|
| <b>Name:</b>             | <b>Julianna M Crouch</b>           | <b>Fax Number:</b> | <b>(573) 886 - 4300</b> |
| <b>Telephone Number:</b> | <b>(573) 886 - 4298</b>            |                    |                         |
| <b>E-mail Address:</b>   | <b>jcrouch@boonecountymo.org</b>   |                    |                         |
| <b>Name:</b>             | <b>Wendy S Noren</b>               | <b>Fax Number:</b> | <b>(573) 886 - 4300</b> |
| <b>Telephone Number:</b> | <b>(573) 886 - 4298</b>            |                    |                         |
| <b>E-mail Address:</b>   | <b>ckwendy@man.com</b>             |                    |                         |
| <b>Name:</b>             | <b>Tasha M Reynolds</b>            | <b>Fax Number:</b> | <b>(573) 886 - 4300</b> |
| <b>Telephone Number:</b> | <b>(573) 886 - 4298</b>            |                    |                         |
| <b>E-mail Address:</b>   | <b>treynolds@boonecountymo.org</b> |                    |                         |
| <b>Name:</b>             | <b>Susan B Wells</b>               | <b>Fax Number:</b> | <b>(573) 886 - 4300</b> |
| <b>Telephone Number:</b> | <b>(573) 886 - 4298</b>            |                    |                         |
| <b>E-mail Address:</b>   | <b>swells@boonecountymo.org</b>    |                    |                         |

**Exhibit # 1 (continued)**

**Affidavit of Work Authorization**

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

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

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

*[Signature]*  
County Commissioner/Executive Signature

DANIEL K. ATWELL  
Printed Name



Presiding Commissioner  
Title

12/6/16  
Date

DAtwill@boonecountymd.org  
E-Mail Address

173533  
E-Verify Company ID Number

Subscribed and sworn to before me this 6<sup>th</sup> of December 2016. I am commissioned as a  
(DAY) (MONTH, YEAR)

notary public commissioned as a notary public within the County of BOONE, State of  
(NAME OF COUNTY)

Missouri and my commission expires on 9-9-17.  
(NAME OF STATE) (DATE)

*[Signature]*  
Signature of Notary

12/6/16  
Date

MICHAEL YAQUINTO  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires September 9, 2017  
Commission #13524500



**Exhibit # 1 (continued)**

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

**BOX C – Affidavit on File - Current Business Entity Status**

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

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

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

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

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

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

(if known)

\_\_\_\_\_  
County Commissioner/Executive Business Entity Representative’s Name (Please Print)

\_\_\_\_\_  
County Commissioner/Executive Business Entity Representative’s Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

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

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

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

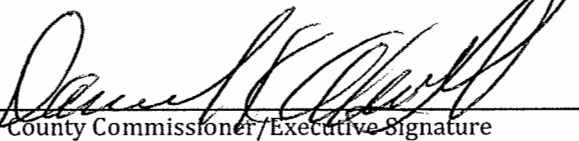
## Exhibit # 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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 below)*

- (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.

DANIEL K. ARWINE, Presiding Commissioner  
Name and Title of County Commissioner/Executive

  
County Commissioner/Executive Signature

12/6/16  
Date



### Instructions for Certification

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

## **Exhibit # 3 – Assurance for Safeguarding IRS/SSA Restrictions/Penalties**

### **1. PERFORMANCE**

- 1.1 In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be performed under the supervision of the contractor or the contractor's responsible employees.
  - b. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
  - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
  - d. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - e. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
  - f. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

### **2. CRIMINAL/CIVIL SANCTIONS**

- 2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.
- a. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- 2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- 2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **3. INSPECTION**

- 3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

### **4. CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**

#### **4.1 Performance:**

- 4.1.1 In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be done under the supervision of the contractor or the contractor's employees.
  - b. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
  - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
  - d. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
  - e. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
  - f. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
  - g. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - h. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
  - i. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

4.2 **Criminal/Civil Sanctions:**

4.2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

4.2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

4.2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

4.2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

4.3 **Inspection:**

4.3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

*Daniel K. Knight*

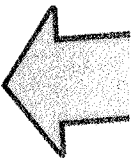
Authorized Signature for the County Prosecuting Attorney

*DANIEL K. KNIGHT, Boone County Prosecutor*

*11-18-16*

Date

**SIGN  
HERE**



# Exhibit # 4: Federal Funding Accountability and Transparency Act (FFATA) Data Form

\*See instructions for additional information

|                                    |          |                                             |    |               |       |
|------------------------------------|----------|---------------------------------------------|----|---------------|-------|
| Legal Business Name of Entity      |          | County of Boone                             |    |               |       |
| Doing Business As (if different)   |          | Family Support Division, Prosecutors Office |    |               |       |
| Street Address                     |          | 605 E Walnut                                |    |               |       |
| City                               | Columbia | State                                       | MO | Zip Code + 4* | 65201 |
| DUNS Number*                       |          | 07-375-5977                                 |    |               |       |
| Parent Organization's DUNS Number* |          | 07-375-5977                                 |    |               |       |
| Principal Place of Performance*    |          | 605 E Walnut, Columbia MO 65201             |    |               |       |
| Contact Person's Name / Title      |          | Barbara Morris                              |    |               |       |
| Contact Person Phone Number        |          | 573-886-4126                                |    |               |       |
| Contact Person E-Mail              |          | BMorris@boonecountymo.org                   |    |               |       |

**Executive Compensation Information\***

\*Complete this section if required. See instructions for additional information before completing.

List the organization's top five most highly compensated executives for the preceding contractor fiscal year.

| Name | Amount |
|------|--------|
| 1.   |        |
| 2.   |        |
| 3.   |        |
| 4.   |        |
| 5.   |        |

**Certification:**

I attest the facts stated above are true and correct.

I understand the information provided will be reported by the Department of Social Services to the FFATA Subaward Reporting System (FSRS) and the information will be accessible to the public.

  
 County Commissioner/Executive Signature

DANIEL K. ATWELL  
 Printed Name

Presiding Commissioner  
 Title

12/6/16  
 Date



## **Instructions for Completing the FFATA Data Form**

### **Zip Code + 4**

This is the four digit zip code extension available at <http://zip4.usps.com/zip4/welcome.jsp>

### **DUNS Number**

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of your business.

DUNS Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. See <http://fedgov.dnb.com/webform>

### **Parent Organization's DUNS Number**

Complete if applicable. This is typically used by large organizations with multiple facilities in several locations. The parent organization's number is number assigned to the headquarters for the operation.

### **Principal Place of Performance**

Complete if the primary place of performance is different than the address listed above.

### **Executive Compensation Information**

*Review the following questions to determine whether you are required to report executive compensation information.*

1. In your preceding completed fiscal year, did your business or organization receive:
  - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; and
  - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act?

Yes       No

*Note: If the answer to either Question 1a or 1b is "No", your organization's compensation information is not required. **Do not complete** the Executive Compensation Information section of the FFATA Data Form.*

**Note: If the answer to both 1a and 1b is "Yes", proceed to Question 2.**

2. Does the public have access to the information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 [15 U.S.C. 78M(a), 78o(d)] or section 6104 of the Internal Revenue Code of 1986? *(To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission's total compensation filings at <http://www.sec.gov/answers/execomp.htm>*

Yes       No

*Note: If the answer to Question # 2 is "Yes", your organization's executive compensation information is not required.*

**Note: If the answer to Question #2 is "No", you are required to complete the Executive Compensation Information section of the FFATA Data Form.**

### **Definitions**

"Executive" means officers, managing partners, or any other employees in management positions.

"Total compensation" means the cash and non-cash dollar value earned by the executives during the preceding fiscal year and includes items such as salary, bonuses, stock awards, incentive plans, pension plans, deferred compensation, etc.

Additional information about reporting compensation is available at:

[https://www.fsr.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

6th

day of

December

20

16

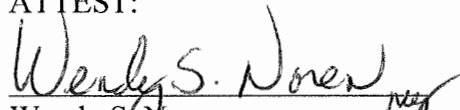
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Agreement between Boone County and The Curators of the University of Missouri on behalf of the Office of Social and Economic Data Analysis for the purchase of professional data analysis and data representation services.


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

Done this 6th day of December, 2016.

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





## AGREEMENT

This agreement dated the 6th of December, 2016 is entered into by and between Boone County, Missouri, a political subdivision of the State of Missouri, through the Boone County Commission (hereinafter "County") and The Curators of the University of Missouri, a public corporation of the State of Missouri, on behalf of the Office of Social and Economic Data Analysis (hereinafter "Provider"), effective as of the date of the last party to sign (the "Effective Date").

**WHEREAS**, the County, in partnership with the City of Columbia, Missouri, desires to purchase professional data analysis and data representation services, in whole or in part, as set forth in the Scope of Work, including any revisions, received by and on file with the County, which is hereby incorporated by reference as fully as if herein set forth;

**NOW, THEREFORE**, it is hereby agreed by and between the County and Provider as follows:

1. **PURCHASE:** The County agrees to purchase and the Provider agrees to provide the professional services outlined in the *Scope of Work* as Exhibit A to this agreement. The professional services set out in this agreement shall be provided in accordance with the timeline outlined in Exhibit A.

The total allowable compensation under this agreement shall not exceed \$30,476.18.

**ADDITIONAL SERVICES:** Additional professional services shall be established by mutual written agreement between the County and the Provider, including agreement on the additional cost, if any, of such additional services. Additional professional services and the costs thereof agreed upon by the parties shall not take effect unless expressed as a written amendment to this Agreement as executed by the parties.

2. **CONTRACT DURATION:** This Agreement shall be for a one year term commencing on the Effective Date.

In no event shall the original agreement and any Additional Services purchased hereunder exceed a term of five (5) years and three (3) months.

3. **PAYMENT:** In coordination with the City of Columbia, the County will pay Provider thirty thousand four hundred and seventy-six dollars and 18 cents (\$30,476.18) as provided herein. County will pay the Provider in two installments based on the completion of the services and deliverables provided in Phases I and II, as outlined in Exhibit A. Payment for services at the end of Phase I shall be \$10,540.00. Payment for services at the end of Phase II shall be \$19,936.18. Provider shall invoice County for payment at the end of each phase and County shall make payment within thirty (30) days following invoice.

4. ADMINISTRATION: The parties agree that this program will result in the development of a web-based Dashboard of community indicators, as described in Exhibit A. The intent of the Dashboard is, in part, to create the public sharing of the product of this effort. In order to develop the Dashboard, the parties agree to the following provisions:
  - a. The administration of the Dashboard project will be overseen by designees of the City and the County of Boone.
  - b. The Dashboard and the content thereof shall remain in the public. The Provider shall facilitate an orderly transition of the Dashboard and its contents to City and County of Boone at the time of contract termination. This clause shall not be construed, however, as preventing the Provider from using the work product for research by the University of Missouri in publications or other contexts.
5. AVAILABILITY OF FUNDS: Payments under this Agreement are dependent upon the availability of funds, as determined by the County. This contract may be terminated if funding becomes unavailable in whole or in part, and the County shall have no obligation to continue payment following written notification to Provider that such funds are no longer available for such purposes. County shall pay provider for services performed and non-cancelable obligations incurred by Provider up to the time of said termination prior to such written notification.
6. MODIFICATION OR AMENDMENT: Requests to make any substantive change, modification, or an amendment to the program and services covered by this Agreement must be submitted in writing to the County for approval.
7. INDEMNIFICATION: To the extent permitted by Missouri law, and without waiving sovereign immunity, Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages, including court costs, arising out of the services rendered by Provider in the course of the operation of this agreement. It is the responsibility of the Provider to identify and maintain insurance or self-funded coverage which shall meet the Provider's obligation to indemnify the County as set out above.
8. DISCRIMINATION: Provider agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, marital status, sexual orientation, gender identity, age (employment), and familial status (housing).
9. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED: Provider agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work on this project.

As a condition of this Agreement, the Provider shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Provider shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Provider shall require each sub-contractor to affirmatively state in its Agreement with Provider that the sub-contractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each sub-contractor to provide Provider with a sworn affidavit under the penalty of perjury attesting to the fact that the sub-contractor's employees are lawfully present in the United States.

10. FAILURE TO PERFORM/DEFAULT: Provider agrees that if it fails or refuses to perform according to the terms of this Agreement, as determined by the County, such failure or refusal shall constitute a default hereunder, and the County will be relieved of any further obligation to make payments to the Provider as set out herein.
11. RECORD RETENTION CLAUSE: Provider shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.
12. CONFLICT OF INTEREST: Provider agrees that any conflict of interest between its Board of Representatives or the University of Missouri Board of Curators and/or employees presently working on this project and the Provider, shall be appropriately identified and managed. Missouri law, as this term is used herein, shall define "Conflict of Interest".
13. LITIGATION: There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Provider or any individual acting on Provider's behalf, including sub-contractors, which seek to enjoin or prohibit Provider from entering into this Agreement of performing its obligations under this Agreement.
14. SUBCONTRACTS: This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Provider to any persons or entities without the prior written approval of the County. Any sub-contractor or assignee shall be subject to all conditions and requirements of this Agreement.
15. AUTHORIZED REPRESENTATIVES: The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.
16. TERMINATION: Either party may terminate this agreement upon thirty (30) days written notice.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

**The Curators of the University of Missouri  
on behalf of the Office of Social and Economic  
Data Analysis**

**Boone County, Missouri**  
By: Boone County Commission

By: Karen M. Geren 11/22/2016  
Signature

[Signature]  
Daniel K. Atwill, Presiding Commissioner

By: Karen M. Geren/Authorized Signer, Pre-Award  
Printed Name/ Title Manager

By: [Signature]  
Les Wagner, Board Chair

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Counselor

[Signature]  
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.) Certification for 2017 appropriations is subject to approval of 2017 Budget by County Commission and availability of funds.

2016 Appropriation: (1420/71101/\$10,000)  
2016 Appropriation: (2161/71101/\$540)  
2017 Appropriation: (1420/71101/\$10,000)  
2017 Appropriation: (2161/71101/\$9,936.18)

[Signature] by [Signature] 11/29/2016  
Signature Date

Appropriation Account

An Affirmative Action/Equal Opportunity Employer

MU Project# C00057027

## Exhibit A

### *City of Columbia, County of Boone, and Heart of Missouri United Way* Boone Indicators Dashboard Project Scope of Work

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The purpose of the Boone Indicators Dashboard (BID) project is to provide visualized information tools - community indicators- to be easily accessed by diverse community stakeholders who currently require higher data capacity to more effectively inform and align community planning, resource investment, and performance management and monitoring. The purpose of this document is to outline the project's scope of work in relation to the broader efforts of the Boone Impact Group (BIG), currently comprised of representatives of the City of Columbia, County of Boone, and the Heart of Missouri United way, which is currently working to build community evaluation capacity in order to advance collective impact on social issues that affect the quality of life for all citizens in Boone County.

#### **Issue Context**

BIG views this work to be a foundational building block that will establish core capacities for collective impact. Emergent collective impact process evaluations show that every backbone function necessary to drive progress hinges on the partners' ability to use data to develop a common agenda, inform and scale up strategy alignment, and to leverage sustainable investments. We have made significant progress on some core capacities, i.e., strong partnerships across sectors, shared infrastructure for managing mezzo-level socio-economic data; however, a major barrier to advancing to the next phase towards collective impact is this piece—macro data must be managed in a way that is accessible and digestible to cross-sector stakeholders. Adding to the complexity of such a need is that each end user falls across a large continuum of data literacy and performance management terminology varies greatly across groups. These challenges have prompted us to invest in contracting expert services to design and implement the BID project.

#### **Broad Goals**

These are the anticipated collective impact process goals and indicators we are currently working towards, as informed by the *Strive Together* Theory of Systems Change and of which the BID Project holds potential to support:

- Community level data is accessible and used regularly by relevant partners to inform actions to improve outcomes and narrow disparities.
    - Data infrastructure is in place to collect and report community-level data needed for continuous improvement.
    - The time to access data has been narrowed to support real-time decision making.
    - Data for continuous improvement are accessed on a regular basis by partners who need to take action to improve outcomes.
    - Partners demonstrate a culture of data use by increasingly using data for organizational improvement.
  - Partners use a variety of data to continuously improve and implement strategies that intentionally accelerate outcomes for populations facing persistent disparities.
    - Partners intentionally work to implement universal and targeted strategies, track results, and make adaptations.
-

- Continuous improvement efforts balance use of local data, community expertise and national research.
- Organizations, institutions, and individuals align their work to support a common agenda, i.e., consolidated community improvement plan.
  - Partners effectively communicate in ways that demonstrate shared accountability for results and build community engagement.
- Public and private dollars are targeted to spread and sustain data-driven practices.
  - Local partners allocate and align financial and community resources to strategies showing positive impact on community level outcomes.
  - Partners obtain collaborative funding for strategies impacting indicators.

#### Project Process Outline

| <b>Phase Title &amp; Target Dates</b>                                                                | <b>Activities</b>                                                        | <b>Outputs</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Phase I:<br/>Indicator Development Phase</b><br><br><i>September 1, 2016 - January 31, 2017</i>   | Identify & form Data Advisory Team (DAT)                                 | <ul style="list-style-type: none"> <li>● Prospectus/rationale</li> <li>● DAT member roles &amp; requirements overview (incl. estimated time commitment)</li> <li>● List of potential members</li> <li>● Data sharing agreement</li> <li>● Confidentiality agreement</li> </ul>                                                                                                                                                                                                               |
|                                                                                                      | Analyze and refine existing community indicators and indicator resources | <ul style="list-style-type: none"> <li>● Report: Consolidated list of existing indicators &amp; recommended indicator additions</li> </ul>                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                      | Engage stakeholder and potential user groups for inclusive alignment     | <ul style="list-style-type: none"> <li>● Report: Stakeholder feedback               <ul style="list-style-type: none"> <li>○ Revised indicator recommendations based on existing and potential user groups</li> <li>○ Engagement targets &amp; plan</li> <li>○ Focus Group meeting notes</li> </ul> </li> </ul>                                                                                                                                                                              |
|                                                                                                      | Analyze reporting data to determine feasibility of supporting indicators | <ul style="list-style-type: none"> <li>● Report: Data analysis findings &amp; recommendations</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                      | Develop preliminary indicators to be included in the Dashboard           | <ul style="list-style-type: none"> <li>● Report: Preliminary indicators to be included in dashboard</li> </ul>                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Phase II:<br/>Dashboard Development Phase</b><br><br><i>February 1, 2017 – September 30, 2017</i> | Develop application specifications and process                           | <ul style="list-style-type: none"> <li>● Domain titles and definitions</li> <li>● Dashboard architecture</li> <li>● Data collection protocol and schedule</li> <li>● Data management process protocol               <ul style="list-style-type: none"> <li>○ Includes data request language&amp; specs, movement &amp; permissions, raw storage &amp; system for management</li> </ul> </li> <li>● Data transmission protocol</li> <li>● Includes procedures for provider support</li> </ul> |
|                                                                                                      | Develop indicator database                                               | <ul style="list-style-type: none"> <li>● Database               <ul style="list-style-type: none"> <li>○ Functionality: data storage, indicator management, and presentation</li> </ul> </li> <li>● Indicators calculated</li> </ul>                                                                                                                                                                                                                                                         |
|                                                                                                      | Develop web-based dashboard                                              | <ul style="list-style-type: none"> <li>● Web interface for dashboard developed based on agreed upon specifications</li> </ul>                                                                                                                                                                                                                                                                                                                                                                |

<http://www.communityindicators.net/>

[http://www.communityindicators.net/system/medias/621/original/C.Bottoms\\_Community\\_Dashboard\\_CIS12.pdf?1361299344](http://www.communityindicators.net/system/medias/621/original/C.Bottoms_Community_Dashboard_CIS12.pdf?1361299344)

<http://www.swmocoounts.org/index.php?module=Tiles&controller=index&action=display&alias=communityfocus>

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

6th

day of

December

20

16

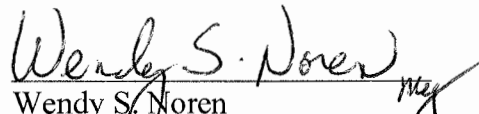
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby re-appoint the following:


| Name          | Board                    | Period                                     |
|---------------|--------------------------|--------------------------------------------|
| Keith Proctor | Building Code Commission | December 1, 2016 through November 30, 2018 |
|               |                          |                                            |

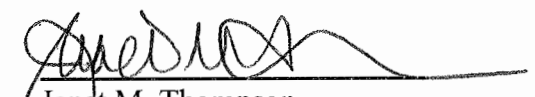
Done this 6th day of December, 2016.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

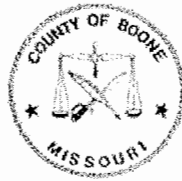
  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner



Dan Atwill, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Janet Thompson, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4305 - FAX 573-886-4311  
E-mail: [commission@boonecountymo.org](mailto:commission@boonecountymo.org)

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Building Code Commission  
Name: Keith  
Home Address: 2541 W Dripping Springs Rd  
City: Columbia Zip Code: 65202  
Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
At which address would you prefer to be contacted?     
E-mail: keith@cmhi-llc.com  
Phone (Home): 573-289-7077 Phone (Work): \_\_\_\_\_  
Fax: \_\_\_\_\_

Qualifications:

\_\_\_\_\_

Past Community Service:

\_\_\_\_\_

References:

\_\_\_\_\_

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

\_\_\_\_\_  
Applicant Signature

Return Application  
To:

Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201  
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

6th

day of December

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by the Missouri National Organization for Women for January 28, 2017 from 11:00 a.m. to 4:00 p.m.

Done this 6th day of December, 2016.

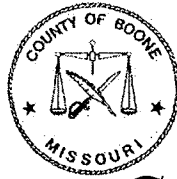
ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Missouri National Organization for Women (NOW)

Address: 2401 W. Broadway Apt. 1120

City: Columbia State: MO ZIP Code 65203

Phone: 573-445-7144 Website: www.missouri-now.org

Individual Requesting Use: Diane Meeker Position in Organization: President

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: State Council Meeting

Description of Use (ex. Speaker, meeting, reception): Meeting

Date(s) of Use: Sat. Jan. 28, 2017

Start Time of Setup: 11:00 AM AM/PM Start Time of Event: 11:30AM

End Time of Event: 3:30 PM AM/PM End Time of Cleanup: 4:00PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with 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 of rooms as specified in this application.

Organization Representative/Title: Diane Meeker, President of Missouri NOW

Phone Number: 573-445-7144 Date of Application: December 2, 2016

Email Address: columbiamonow@yahoo.com

**Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).**

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

Wendy S. Noren  
County Clerk

DATE: 12/6/16

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner