

# CERTIFIED COPY OF ORDER

May Session of the April Adjourned

Term. 20 18

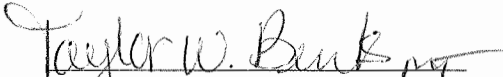
STATE OF MISSOURI }  
County of Boone } ea.


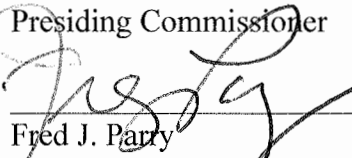
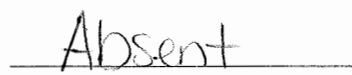
In the County Commission of said county, on the 10th day of May 20 18  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby recognize International Compost Awareness Week.

Done this 10th day of May, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

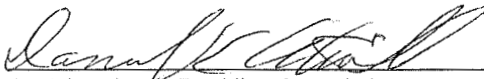
  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
Acting Presiding Commissioner


**PROCLAMATION RECOGNIZING  
INTERNATIONAL COMPOST AWARENESS WEEK  
MAY 6 – 12, 2018**


- Whereas,* the Composting Council Research and Education Foundation, along with Canada, Australia and the United Kingdom have declared the first full week of May to be the annual International Composting Awareness Week;
- Whereas,* composting is a way of returning organic resources to the soil; of conserving water during extreme drought or flooding conditions; of reducing water consumption and non-point pollution; and a proven method of decreasing the dependence on chemical fertilizers and decreasing erosion; and
- Whereas,* composting is an effective form of waste reduction, reuse and recycling; and since organic materials make up approximately 30% of the material going to landfills, composting is becoming one of the primary methods communities use to reach waste diversion goals; and
- Whereas,* materials such as yard trimmings, vegetable cuttings, biosolids, food scraps, manures and hay shavings have all been composted and converted into a beneficial product known as compost; and
- Whereas,* communities, through their local governments, highway departments, soil conservation service and extension offices, and public works professionals, can have significant impact on clean water, soil, climate change and landfill diversion by using compost for public works projects; and
- Whereas,* International Compost Awareness Week is a publicity and education initiative to showcase compost production and demonstrate compost use; and
- Whereas,* composting creates green jobs and infrastructure for cities and states that implement composting programs; and
- Whereas,* this year's theme, "Compost! Building a Better Future," was selected to highlight the importance of compost in clean, plentiful water and healthy soil for now and for the future.
- Therefore,* the Boone County Commission, in recognition of the efforts of the Composting Council Research and Education Foundation, Extension Agents, soil conservation stewards, householders, landscapers, farmers, recyclers, public workers, composters, gardeners, and plant growers everywhere, does hereby proclaim the week of May 6 - 12, 2018 as International Compost Awareness Week in Boone County, Missouri.

IN TESTIMONY WHEREOF, this 10th day of May, 2018.

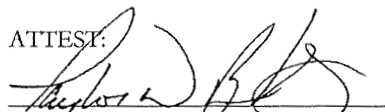


  
Daniel K. Atwill, Presiding Commissioner

  
Fred J. Parry, District Commissioner

  
Janet M. Thompson, District II Commissioner

ATTEST:

  
Taylor W. Burks, County Clerk

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

May Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 10th day of May 20 18


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

Now on this day the County Commission of the County of Boone does hereby recognize the Success of the Centralia FFA Chapter.

Done this 10th day of May, 2018.

ATTEST:

Taylor W. Burks  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner

Absent  
Janet M. Thompson  
Acting Presiding Commissioner

# PROCLAMATION RECOGNIZING THE SUCCESS OF THE CENTRALIA FFA CHAPTER

- Whereas,* the Centralia FFA Chapter placed first among 343 chapters in the Missouri FFA National Chapter Application Competition; and
- Whereas,* the Centralia FFA Chapter also won the Model of Innovation in the area of Building Communities; and
- Whereas,* members of the Chapter, their advisors, school administrators and parents have invested many years of persistence, dedication and hard work to achieve this recognition, making it a success for both current and past FFA students; and
- Whereas,* Centralia FFA Chapter Officers Hannah Adkisson, Bekah Angell, Mary Benoit, Emily Bruns, Ashley Fuller, Beth Heimann, Griffin Holliday, Dallas Lewis, Brooke Schnarre, Garrett Schuering, Zane Stone, and Kody Walters have been long-standing members of the positive youth development organization, serving as local officers; and
- Whereas,* these young leaders in agriculture are committed to giving back to the community by helping other young people develop the knowledge and skills they have developed through FFA; and
- Whereas,* the Boone County community supports the betterment of students through FFA, an organization focused on making a positive difference in the lives of students by developing their potential for premier leadership, personal growth, and career success through agricultural education; and
- Therefore,* the Boone County Commission does hereby recognize the Centralia FFA Chapter for its success and perseverance, as well as its dedication and commitment to the FFA organization.

IN TESTIMONY WHEREOF, this 10<sup>th</sup> day of May, 2018.

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Daniel K. Atwill, Presiding Commissioner

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Fred J. Parry, District I Commissioner

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Janet M. Thompson, District II Commissioner

ATTEST:

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Taylor W. Burks, County Clerk



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

May Session of the April Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the

10th

day of May

20 18

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5700 N. Autumn, parcel #11-619-24-01-002.00 01.

Done this 10th day of May, 2018.

ATTEST:

Taylor W. Burks  
Taylor W. Burks  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill

Presiding Commissioner

Fred J. Parry  
Fred J. Parry

District I Commissioner

Absent  
Janet M. Thompson  
District II Commissioner

Palmer, Lakeisha R

5700 N Autumn Dr, Columbia

Parcel # 11-619-24-01-002.00 01

- 16 Mar 2018            Complaint received about junk at the property listed above.
- 21 Mar 2018            Inspection of the property revealed junk in the back yard.
- 22 Mar 2018            Notifications of Determination of Public Health Hazard and/or Nuisance and Order for Abatement were sent via certified mail, return receipt requested to the lender and to the property owner at the address listed above.
- 26 Mar 2018            Notification is signed for.
- 20 Apr 2018            Inspection of the property revealed that no action had been taken at this property.
- 26 Apr 2018            Hearing Notice is sent via first class mail to the lender and property owner.
- 10 May 2018            Hearing with the County Commission is held.

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	May Session
5700 N. Autumn Dr.	)	April Adjourned
Columbia, MO 65202	)	Term 2018
	)	Commission Order No. <u>251-2018</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 10th day of May, 2018, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk.
4. The location of the public nuisance is as follows: 5700 N. Autumn Dr., Columbia, MO, a/k/a parcel # 11-619-24-01-002.00 01, Clearview Plat 7, Lot 43, Section 24, Township 49, Range 13 as shown by deed book 3670 page 161, Boone County.
5. The specific violation of the Code is: junk in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code **on the 22nd day of March 2018**, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so **as required by the Health Director or Official's original order referred to above.**

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

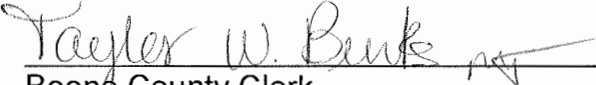
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

Palmer, Lakeisha R  
5700 N Autumn Dr, Columbia  
Parcel # 11-619-24-01-002.00 01



Palmer, Lakeisha R  
5700 N Autumn Dr, Columbia  
Parcel # 11-619-24-01-002.00 01



# Boone County Internet Sewer Map

Prepared by the Boone County GIS Department, (573) 886-4325



**ATTENTION!**

**(DISCLAIMER, READ CAREFULLY)** These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

# Tom Schauwecker Assessor

**Parcel** 11-619-24-01-002.00 01

**Property Location** 5700 N AUTUMN DR

**City**  
**Library** BOONE COUNTY (L1)

**Road** COMMON ROAD DISTRICT (CO)  
**Fire** BOONE COUNTY (F1)

**School** COLUMBIA (C1)

**Owner** PALMER LAKEISHA R  
**Address** 5700 N AUTUMN DR  
**City, State Zip** COLUMBIA, MO 65202

**Subdivision Plat Book/Page** 0012 0029

**Section/Township/Range** 24 49 13  
**Legal Description** CLEARVIEW PLAT 7  
LOT 43

**Lot Size** 79.60 × 181.95

**Irregular shape** Y

**Deed Book/Page** 3670 0160 1747 0416 1675 0311 1673 0604

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	2,000	81,200	83,200	RI	380	15,428	15,808
<b>Totals</b>	2,000	81,200	83,200	<b>Totals</b>	380	15,428	15,808

### Most Recent Tax Bill(s)

#### Residence Description

<b>Year Built</b>	2001		
<b>Use</b>	SINGLE FAMILY (101)		
<b>Basement</b>	NONE (1)	<b>Attic</b>	NONE (1)
<b>Bedrooms</b>	3	<b>Main Area</b>	1,299
<b>Full Bath</b>	2	<b>Finished Basement Area</b>	0
<b>Half Bath</b>	0		
<b>Total Rooms</b>	6	<b>Total Square Feet</b>	1,299

## Boone County Assessor

801 E. Walnut St., Rm 143  
Columbia, MO 65201-7733

assessor@boonecountymo.org

**Office** (573) 886-4251

**Fax** (573) 886-4254





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

PALMER, LAKEISHA R
5700 N AUTUMN DR
COLUMBIA, MO 65202

An inspection of the property you own located at 5700 N. AUTUMN DR (parcel # 11-619-24-01-002.00 01) was conducted on March 21, 2018, revealing junk on the property.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, and property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal, and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Handwritten signature of Stephanie Sprock

Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 22nd day of March 2018 by [signature]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.como.gov



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Rural Housing Service
C/O Centralized Servicing Center USDA
PO Box 66889
St. Louis, MO 63166

An inspection of the property you have a lien on located at 5700 N. AUTUMN DR (parcel # 11-619-24-01-002.00 01) was conducted on March 21, 2018, revealing junk on the property.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, and property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal, and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

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Sincerely,

Handwritten signature of Stephanie Sprock

Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 22nd day of

March 2018 by [signature]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.como.gov



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

PALMER, LAKEISHA R
5700 N AUTUMN DR
COLUMBIA, MO 65202

An inspection of the property you own located at 5700 N. AUTUMN DR (parcel # 11-619-24-01-002.00 01) was conducted on March 21, 2018, revealing junk on the property. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Thursday, May 10th at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

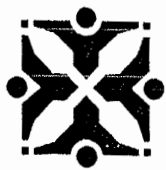
Handwritten signature of Stephanie Sprock

Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 25th day of

April 2018 by [Handwritten initials]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.como.gov



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Rural Housing Service  
C/O Centralized Servicing Center USDA  
PO Box 66889  
St. Louis, MO 63166

An inspection of the property you own located at 5700 N. AUTUMN DR (parcel # 11-619-24-01-002.00 01) was conducted on March 21, 2018, revealing junk on the property. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

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The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Stephanie Sprock  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 25<sup>th</sup> day of

April 2018 by Via

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407  
www.como.gov

ALERT: AS OF APRIL 30, USPS.COM WILL NO LONGER SUPPORT OUTDATED BROWSERS. TO...



FAQs > (<http://faq.usps.com/?articleId=220900>)

### Track Another Package +

Tracking Number: 70172680000088321427

Remove X

Your item was picked up at a postal facility at 7:24 am on March 26, 2018 in COLUMBIA, MO 65205.

### Delivered

March 26, 2018 at 7:24 am  
Delivered, Individual Picked Up at Postal Facility  
COLUMBIA, MO 65205

Get Updates

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Text & Email Updates

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Tracking History

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Product Information

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See Less

## Can't find what you're looking for?

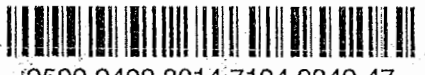
Go to our FAQs section to find answers to your tracking questions.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RURAL HOUSING SERVICE  
 C/O CENTRALIZED SERVICING CENTER USDA  
 PO BOX 66889  
 ST LOUIS, MO 63166



9590 9402 3014 7124 9349 47

2. Article Number (Transfer from service label)  
7017 2680 0000 8832 1434

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**  Agent  Addressee

B. Received by (Printed Name) **RHS** C. Date of Delivery **3-25-18**

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

3. Service Type
- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only**

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

Certified Mail Fee \$

Extra Services & Fees (check box, add fees as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

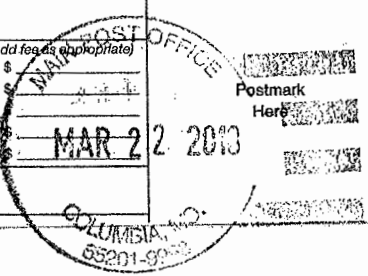
Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$ **0.67**



Sent To  
 Street and Apt. No PALMER, LAKEISHA R  
 5700 N AUTUMN DR  
 City, State, ZIP+4 COLUMBIA, MO 65202

PS Form 3800

7017 2680 0000 8832 1427

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only**

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

Certified Mail Fee \$

Extra Services & Fees (check box, add fees as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

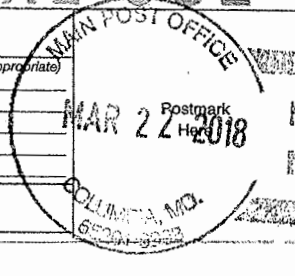
Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$ **0.67**



Sent To  
 Street and Apt. No RURAL HOUSING SERVICE  
 C/O CENTRALIZED SERVICING CENTER USDA  
 City, State, ZIP+4 PO BOX 66889  
 ST LOUIS, MO 63166

PS Form 3800

7017 2680 0000 8832 1434

# Boone County, Missouri



Recorded In Boone County, Missouri

## Unofficial Document

Date and Time **07/23/2010** at **03:08:10 PM**  
Instrument # **2010014684** Book **3670** Page **161**

Grantor **PALMER, LAKEISHA R**  
Grantee **UNITED STATE OF AMERICA**

Instrument Type **DT**  
Recording Fee **\$39.00 S**  
No of Pages **6**

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



Form RD 3550-14 MO  
(Rev 6-02)

{Space Above This Line For Recording Data}

Form Approved  
OMB No 0575-0172

*Please return  
4617 S. Clark  
Mexico, Mo 65265*

38623306  
United States Department of Agriculture  
Rural Housing Service

### DEED OF TRUST FOR MISSOURI

THIS DEED OF TRUST ("Security Instrument") is made on this 23rd day of July, 2010  
(Date)

The GRANTOR is LaKeisha R Palmer ASP ("Borrower(s)"), whose  
mailing address is 5700 N. Autumn Drive Columbia, MO 65202

The trustee is Anita J Dunning, State Director, Rural Development, USDA  
and successors in office, a resident of the State of Missouri, trustee ("Trustee") The GRANTEE is the United States of America acting  
through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural  
Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P O Box 66889, St Louis, Missouri  
63166

Borrower is indebted to lender under the following promissory notes and/or assumption agreements (herein collectively called  
"Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not  
paid earlier, due and payable on the maturity date

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Annual Rate of Interest</u>
July 23, 2010	117500 00	07/23/2043	4 625%

This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,  
extensions and modifications of the note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect  
the property covered by this Security Instrument, (c) the performance of Borrower's covenants and agreements under this  
Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the  
Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a For this purpose, Borrower irrevocably grants and conveys  
to Trustee, in trust, with power of sale, the following described property located in  
Boone County, Missouri

Lot Forty-three (43) of Clearview Subdivision Plat Number Seven (7) in Boone county, Missouri, as shown by  
the plat thereof recorded in Plat Book 12, Page 29, Records of Boone County, Missouri

which has the address of 5700 N. Autumn Drive Columbia  
Missouri 65202 [Street] [City]  
[Zip Code] ("Property Address")

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Initial LP Date 7/23/10 Legal description is attached as Exhibit \_\_\_\_\_ Also attached is/are Exhibit(s) \_\_\_\_\_  
RD 3550-14 MO (Rev 6-02) Page 1 of 6

# Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

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## Unofficial Document

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property All replacements and additions shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the "Property"

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

**UNIFORM COVENANTS** Borrower and Lender covenant and agree as follows

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums, and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items" Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument

**3. Application of Payments.** Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien, (2) to accrued interest due under the Note, (3) to principal due under the Note, (4) to amounts required for the escrow items under paragraph 2, (5) to late charges and other fees and charges

**4. Charges; liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of

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# Boone County, Missouri

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the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse the Lender or Trustee for all of Trustee's and Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the property.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument of Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Refinancing.** If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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# Boone County, Missouri

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**10. Condemnation.** The proceeds of any award or claim for damages direct or consequential, in connection with any condemnation or other taking of any part of the Property or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise, and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

**15. Borrower's Copy.** Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

**17. Nondiscrimination.** If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, disability, age or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national origin, disability, age or familial status.

**18. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity

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# Boone County, Missouri

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(known as the "Loan Servicer") that reflects such payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

**19. Uniform Federal Non-Judicial Foreclosure.** If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**21. Cross Collateralization.** Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

**NONUNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

**23.** At the request of Lender, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of Lender, personal notice of which sale need not be served on Borrower, such sale may be adjourned from time to time without notice other than oral proclamation at the time and place appointed for such sale, and at such sale Lender and its agents may bid and purchase as a stranger, Trustee at Trustee's option may conduct such sale without being personally present, through Trustee's delegate authorized by Trustee for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's delegate duly authorized in accordance herewith.

**24.** The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to or insured by Lender, and (f) any balance to Borrower. In case Lender is the successful bidder at foreclosure or other sale of all or any part of the property, Lender may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by Lender, in the order prescribed above.

**25.** Borrower agrees that Lender will not be bound by any present or future state laws: (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which Lender may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

**26. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box]

Condominium Rider     Planned Unit Development Rider     Other(s) [specify]

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# Boone County, Missouri

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any other executed by Borrower and described herein.

Unofficial Document

LP

LAKEISHA R PALMER

(typed or printed name)

(typed or printed name)

### ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF BOONE } <sup>ss</sup>

On this 23rd day of July 2010, before me personally appeared Lakeisha R. Palmer, asp to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledge that, he, she (they) executed the same as his, her, or their free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in my office in Cooper County, Missouri, the day and year first above written

(SEAL)  
My commission expires \_\_\_\_\_

Malinda J. Duffin  
Notary Public  
Malinda J. Duffin  
(typed or printed name)

MALINDA J. DUFFIN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cooper County  
My Commission Expires: June 11, 2012  
Commission # 08388523

Initial LP Date 7/23/10

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the

10th

day of May

20 18

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5350 E. Spiva Crossing Rd., parcel #12-200-03-00-030.00 01.

Done this 10th day of May, 2018.

ATTEST:

Taylor W Burks  
Taylor W. Burks  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
Fred J. Parry  
District I Commissioner

Absent  
Janet M. Thompson  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	May Session
5350 E Spiva Crossing	)	April Adjourned
Hallsville, MO 65240	)	Term 2018
	)	Commission Order No. <u>252-2018</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 10th day of May, 2018, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash and junk in the form of appliances.
4. The location of the public nuisance is as follows: 5350 E Spiva Crossing, Hallsville, MO, a/k/a parcel # 12-200-03-00-030.00 01, (416 X 416 FT) NE COR NPT E 1/2 SW 1/4, Section 3, Township 49, Range 12 as shown by deed book 4003 page 0057, Boone County.
5. The specific violation of the Code is: trash and junk in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code **on the 5th day of April 2018**, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so **as required by the Health Director or Official's original order referred to above.**

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

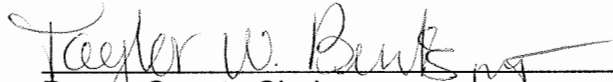
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

Small Darren & Kimberly  
5350 E Spiva Crossing, Hallsville  
Parcel # 12-200-03-00-030.00 01

- 04 Apr 2018            Complaint received about junk appliances at the property listed above. Inspection revealed numerous appliances on the property.
- 05 Apr 2018            Notification of Determination of Public Health Hazard and/or Nuisance and Order for Abatement was sent via certified mail, return receipt requested, to the property owners at address listed above.
- 06 Apr 2018            Notification is signed for.
- 20 Apr 2018            Inspection of the property reveals little to no action has been taken to address the violations.
- 26 Apr 2018            Hearing Notice is sent to property owners.
- 10 May 2018            Hearing with the County Commission is held.



Small, Darren & Kimberly  
5350 E Spiva Crossing Rd  
Parcel # 12-200-03-00-030.00 01



Small, Darren & Kimberly  
5350 E Spiva Crossing Rd  
Parcel # 12-200-03-00-030.00 01





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

SMALL DARREN & KIMBERLY
5350 E SPIVA CROSSING
HALLVILLE, MO 65240

An inspection of the property you own located at 5350 E SPIVA CROSSING RD (parcel # 12-200-03-00-030.00 01) was conducted on April 4, 2018, revealing trash and junk in the form of appliances.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, and property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal, and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,
Stephanie Sprack
Stephanie Sprack
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 5th day of April 2018 by [signature]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.como.gov



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

SMALL DARREN & KIMBERLY  
5350 E SPIVA CROSSING  
HALLVILLE, MO 65240

An inspection of the property you own located at 5350 E SPIVA CROSSING RD (parcel # 12-200-03-00-030.00 01) was conducted on April 4, 2018, revealing trash and junk in the form of appliances. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Thursday, May 10th, 2017 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Stephanie Sprock  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 25<sup>th</sup> day of April 2018 by V.A.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407  
www.como.gov

# Boone County Internet Sewer Map

Prepared by the Boone County GIS Department, (573) 886-4325



**ATTENTION!**

**DISCLAIMER, READ CAREFULLY:** These maps were prepared for the inventory of real property based on the affixture of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

# Tom Schauwecker Assessor

**Parcel** 12-200-03-00-030.00 01

**Property Location** 5350 E SPIVA CROSSING RD

**City**  
**Library** BOONE COUNTY (L1)

**Road** COMMON ROAD DISTRICT (CO)  
**Fire** BOONE COUNTY (F1)

**School** HALLSVILLE (R4)

**Owner** SMALL DARREN & KIMBERLY SUE SMALL  
**Address** 5350 E SPIVA CROSSING  
**City, State Zip** HALLVILLE, MO 75240

**Subdivision Plat Book/Page**

**Section/Township/Range** 3 49 12

**Legal Description** (416 X 416 FT) NE COR NPT  
E 1/2 SW 1/4

**Deeded Acreage** 4.00

**Deed Book/Page**

4003 0057
3971 0118
3187 0020
2814 0021

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	16,300	106,200	122,500	RI	3,097	20,178	23,275
<b>Totals</b>	16,300	106,200	122,500	<b>Totals</b>	3,097	20,178	23,275

## Most Recent Tax Bill(s)

### Residence Description

<b>Year Built</b>	1971			
<b>Use</b>	SINGLE FAMILY (101)			
<b>Basement</b>	FULL (4)	<b>Attic</b>	NONE (1)	
<b>Bedrooms</b>	3	<b>Main Area</b>	1,710	
<b>Full Bath</b>	2	<b>Finished Basement Area</b>	0	
<b>Half Bath</b>	0			
<b>Total Rooms</b>	7	<b>Total Square Feet</b>	1,710	

### Boone County Assessor

801 E. Walnut St., Rm 143  
Columbia, MO 65201-7733

assessor@boonecountymo.org

**Office** (573) 886-4251

**Fax** (573) 886-4254

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: \_\_\_\_\_

SMALL, DARREN & KIMBERLY  
5350 E SPIVA CROSSING  
HALLSVILLE, MO 65240



9590 9402 3508 7275 6822 34

2. Article Number (Transfer from service label)

7017 2680 0000 8832 1472

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *[Signature]*  Agent  Addressee

B. Received by (Printed Name)

*James Hader* C. Date of Delivery *4/3*

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below: \_\_\_\_\_

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee

\$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

APR 03 2018

Postmark

COLUMBIA, MO  
65201-8308

Postage

\$ \_\_\_\_\_

Total Postage and Fees

\$ 1.67

Sent To

SMALL, DARREN & KIMBERLY

Street and Apt. No.

5350 E SPIVA CROSSING

City, State, ZIP+4

HALLSVILLE, MO 65240

PS Form 3800, A

7017 2680 0000 8832 1472



# Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri  
Date and Time: 07/30/2012 at 02:53:32 PM  
Instrument # 2012018309 Book 4003 Page: 57  
Grantor FEDERAL NATIONAL MORTGAGE ASSN  
Grantee SMALL, DARREN

Instrument Type WD  
Recording Fee \$27.00 S  
No of Pages 2

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



## SPECIAL WARRANTY DEED

This Deed is made and entered into this 27th day of July, 2012  
by and between Federal National Mortgage Association (a/k/a Fannie Mae) organized and  
existing under the laws of the United States of America; By Millsap & Singer, LLC, as Attorney  
in Fact of the County of Dallas, State of Texas, hereinafter collectively referred to as "Grantor",  
and

Darren Small and Kimberly Sue Small, Husband and Wife

of the County of Boone, State of Missouri, hereinafter referred to as "Grantee". The mailing  
address of the Grantee is: 535D E. Spiva Crossing, Hallsville, MO 65255

WITNESSETH, that the Grantors, for and in consideration of the sum of Ten Dollars  
(\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby  
acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND  
CONFIRM unto the Grantee, the following described lots, tracts or parcels of land lying, being  
and situated in the County of Boone and State of Missouri, to-wit:

A tract of land located in the Southwest Quarter (SW1/4) of Section Three (3), Township Forty-  
nine (49) North, Range Twelve (12) West, Boone County, Missouri, more particularly described  
as follows: Starting at the Northeast (NE) corner of the Southwest Quarter (SW1/4); thence West  
416 feet along the County Road; thence South 416 feet; thence East 416 feet to the East line of  
the Southwest Quarter (SW1/4); thence North 416 feet to the point of beginning.

Subject to easements, conditions, restrictions and limitations of record.

To have and to hold the same; together with all rights and appurtenances to the  
same belonging, unto the said Grantees, and to His/Her successors and assigns. The said  
Grantor hereby covenanting that it and the successors and assigns of such Grantor shall

Nora Dietzel, Recorder of Deeds





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 10th day of May 20 18

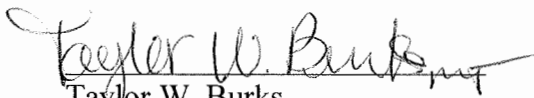
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby award bid 14-03APR18 – Exterior Window Cleaning Services to Shark Window Cleaning, LLC of Columbia, MO.

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

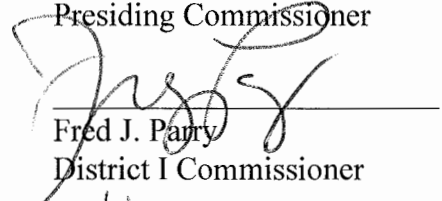
Done this 10th day of May, 2018

ATTEST:

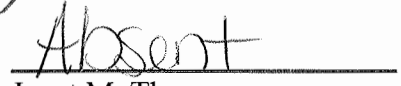
  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Liz Palazzolo**  
Senior Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, C.P.M.  
DATE: April 12, 2018  
RE: 14-03APR18 – Exterior Window Cleaning Services

Request for Bid 14-03APR18 solicited bids for Exterior Window Cleaning Services for the Boone County Courthouse, Government Center, Emergency Control Center, and the Annex Building. Two bids were received, please see the attached bid tabulation and evaluation. The bid from Shark Window Cleaning, LLC of Columbia, Missouri is the lowest and best bid, and is acceptable to Facilities Management for award of contract.

The initial contract period will run from the Date of Award through March 31, 2019. There are four (4) one-year renewal options available.

Payment will be paid from the following Department/Account:

- Department 6101, Housekeeping/Account 60125 – Custodial/Janitorial Services– Total: \$ 8,500.00

Attachments: Bid Tabulation, Evaluation Summary Memo, and Cost Evaluation

/lp

cc: Doug Coley  
Jody Moore  
File RFB 14-03APR18

Bid Tabulation for RFB 14-03APR18 Exterior Window Cleaning Services, Term & Supply	Shepherd's Company Fulton, Missouri	Shark Window Cleaning LLC Columbia, Missouri
Item 4.10.1. Firm, Fixed Total Price Per Each Exterior Window Cleaning Project at the Identified Service Location – Initial Contract Period Boone County Government Center, 801 E. Walnut Street – Columbia, Missouri	\$ 1,917.00	\$ 1,700.00
Item 4.10.2. Firm, Fixed Total Price Per Each Exterior Window Cleaning Project at the Identified Service Location – Initial Contract Period Boone County Courthouse, 705 E. Walnut Street – Columbia, Missouri	\$ 4,922.00	\$ 3,000.00
Item 4.10.3. Firm, Fixed Total Price Per Each Exterior Window Cleaning Project at the Identified Service Location – Initial Contract Period Boone County Annex Building, 613 E. Ash Street – Columbia, Missouri	\$ 288.00	\$ 200.00
Item 4.10.4. Firm, Fixed Total Price Per Each Exterior Window Cleaning Project at the Identified Service Location – Initial Contract Period Boone County Emergency Communication Center, 214S County Drive – Columbia, Missouri	\$ 612.00	\$ 350.00
4.10.6. Renewal Option Percentage Price Adjustment 1st Renewal Period: March 2019 – March 2020	0%	0%
4.10.7. Renewal Option Percentage Price Adjustment 2nd Renewal Period: March 2020 – March 2021	3%	0%
4.10.8. Renewal Option Percentage Price Adjustment 3rd Renewal Period: March 2021 – March 2022	3%	5%
4.10.9. Renewal Option Percentage Price Adjustment 4th Renewal Period: March 2022 – March 2023	5%	5%
Co-Operative Procurement Allowed:	Yes	Yes
Response Time ARO (Calendar Days)	\$ 14.00	\$ 15.00

Cost Evaluation for RFB 14-03APR18 Exterior Window Cleaning Services, Term & Supply	Shepherd's Company Fulton, Missouri	Shark Window Cleaning LLC Columbia, Missouri
Item 4.10.1. Firm, Fixed Total Price Per Each Exterior Window Cleaning Project at the Identified Service Location – Initial Contract Period <b>Boone County Government Center, 801 E. Walnut Street – Columbia, Missouri</b>	\$ 1,917.00	\$ 1,700.00
Item 4.10.2. Firm, Fixed Total Price Per Each Exterior Window Cleaning Project at the Identified Service Location – Initial Contract Period <b>Boone County Courthouse, 705 E. Walnut Street – Columbia, Missouri</b>	\$ 4,922.00	\$ 3,000.00
Item 4.10.3. Firm, Fixed Total Price Per Each Exterior Window Cleaning Project at the Identified Service Location – Initial Contract Period <b>Boone County Annex Building, 613 E. Ash Street – Columbia, Missouri</b>	\$ 288.00	\$ 200.00
Item 4.10.4. Firm, Fixed Total Price Per Each Exterior Window Cleaning Project at the Identified Service Location – Initial Contract Period <b>Boone County Emergency Communication Center, 2145 County Drive – Columbia, Missouri</b>	\$ 612.00	\$ 350.00
<b>Grand Total Initial Contract Period</b>	\$ 7,739.00	\$ 5,250.00
<b>RENEWAL PRICING</b>		
4.10.6. <b>Grand Total 1st Renewal Period: March 2019 – March 2020</b>	\$ 7,739.00	\$ 5,250.00
4.10.7. <b>Grand Total 2nd Renewal Period: March 2020 – March 2021</b>	\$ 7,971.17	\$ 5,250.00
4.10.8. <b>Grand Total 3rd Renewal Period: March 2021 – March 2022</b>	\$ 7,971.17	\$ 5,512.50
4.10.9. <b>Grand Total 4th Renewal Period: March 2022 – March 2023</b>	\$ 8,125.95	\$ 5,512.50
<b>GRAND TOTAL ALL CONTRACT PERIODS</b>	\$ 39,546.29	\$ 26,775.00

**PURCHASE AGREEMENT  
FOR  
EXTERIOR WINDOW CLEANING SERVICES**

**THIS AGREEMENT** dated the 10<sup>th</sup> day of May 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Shark Window Cleaning, 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 for **Exterior Window Cleaning Services**, County of Boone Request for Bid, bid number **14-03APR18** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions, as well as the Contractor's bid response dated **April 3, 2018**, executed by **Fred Hooibrink**, 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 the 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, Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Period** – The contract period shall be the Date of Award (as identified by the County Commission Order) through March 31, 2019. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following Exterior Window Washing services. All service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

<b>Pricing Line Item</b>	<b>Service Location</b>	<b>Firm, Fixed Total Price Per Each Exterior Window Cleaning Project at the Identified Service Location – Initial Contract Period</b>
4.10.1.	Boone County Government Center, 801 E. Walnut Street – Columbia, Missouri	\$ 1,700.00
4.10.2.	Boone County Courthouse, 705 E. Walnut Street – Columbia, Missouri	\$ 3,000.00
4.10.3.	Boone County Annex Building, 613 E. Ash Street – Columbia, Missouri	\$ 200.00
4.10.4.	Boone County Emergency Communication Center, 2145 County Drive – Columbia, Missouri	\$ 350.00

**4. Delivery of Service** - The Contractor agrees to deliver services upon request of the County and to adhere to project completion times represented in the Contractor's bid response.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Management Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the 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 in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

**SHARK WINDOW CLEANING, LLC**

by Fred Hooibink  
title owner - operator

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Taylor W. Burks  
Taylor W. Burks, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 6101 - Account: 60125: \$8,500.00

<i>James E. Pitchford</i> by <i>af</i>	<i>4/26/18</i>	<i>No Encumbrance Required</i>
Signature	Date	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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



**ADDENDUM #1 to RFB 14-03APR18**  
**Exterior Window Cleaning Services**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Liz Palazzolo, Senior Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

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

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**BOONE COUNTY, MISSOURI**

**Request for Bid #14-03APR18 – Exterior Window Cleaning Services**

**ADDENDUM # 1 - Issued March 23, 2018**

**Prospective bidders are hereby notified of the following revisions to Request for Bid 14-03APR18:**

**1) ADD to Page 1 the following information about a Scheduled Tour:**

***TOUR***

**Day/Date: Wednesday, March 28, 2018**

**Time: 10:00 A.M. Central Time**

**Location: Meet at the Boone County Emergency Control Center located at 2145 County Drive, Columbia, Missouri, 65201. The Tour will move from this location to the Boone County downtown campus if requested by attendees.**

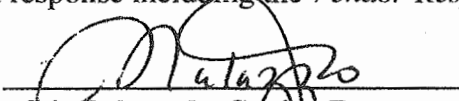
**2) Paragraph 2.3.2 has been REVISED as follows:**

- 2.3.2. The contractor shall only perform exterior window cleaning service at times that have been coordinated with, scheduled and approved by the Boone County Facilities Management Office. Prior authorization from the Boone County Facilities Management Office shall be obtained by the contractor before conducting any service. All references to the "County Representative" herein shall mean an authorized designee of the Boone County Facilities Management Office.***

**NOTE: All changes to original RFP text made as a result of this Addendum are noted in bolded and italicized font.**

This addendum is issued in accordance with the RFB paragraph 1.3.2 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

**By:**

  
**Liz Palazzolo, Senior Buyer**  
**Boone County Purchasing**

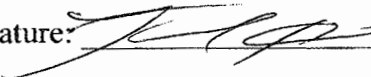
The bidder has examined **Addendum #1** to Request for Bid #14-03APR18 – Exterior Window Cleaning Services, receipt of which is hereby acknowledged:

Company Name: Shark Window Cleaning LLC

Address: 3616 Buttonwood Dr. Columbia, MO 65201

Phone Number: (573) 644-4433 Fax Number: \_\_\_\_\_

E-mail: info@sharkwindowcleaningllc.com

Authorized Representative Signature:  Date: 4-3-18

Authorized Representative Printed Name: Fred Hoibnik



**ADDENDUM #2 to RFB 14-03APR18**  
**Exterior Window Cleaning Services**

**Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

*Liz Palazzolo, Senior Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymmo.org](mailto:lpalazzolo@boonecountymmo.org)

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**BOONE COUNTY, MISSOURI**

**Request for Bid #14-03APR18 – Exterior Window Cleaning Services**

**ADDENDUM # 2 - Issued March 29, 2018**

Prospective bidders are hereby notified of the following revisions to Request for Bid 14-03APR18:

- 1) The **Bid Opening deadline** is extended:

FROM: 2:00 P.M. on Tuesday, April 3, 2018

**CHANGED TO: 2:00 P.M. Central Time on Thursday, April 5, 2018**

Sealed bids will be accepted until **2:00 P.M. Central Time on Thursday, April 5, 2018** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

- 2) Paragraph 2.8.1. has been **ADDED** as follows:

**2.8.1** *The contractor shall be responsible for coordinating with the City of Columbia regarding necessary access to City streets, sidewalks and parking spaces. All costs associated with closing public space in order to allow the contractor's work crew and equipment space to perform contracted services for the County shall be borne by the contractor, and built into total firm, fixed project pricing quoted to the County.*

- 3) **DELETE** reference to the Boone County Sheriff's Department in number 4.12 on the Vendor Response and Pricing Page. It is not the intent to include the Boone County Sheriff's Department/Detention Center.

**The following questions have been asked and are presented here for all prospective bidders' viewing:**

- a. Question: Can current contract information be provided?  
Answer: Yes

The current contract (16-22MAR13) and contract amendments may be viewed here:

Step 1:

<https://www.showmeboone.com/purchasing/bids/current-bids.asp>

Step 2:

Go to Bid Folder 14-03APR18

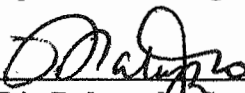
Step 3:

Find and review 16-22MAR13

- b. Question: Do the windows inside the foyer of the Emergency Control Center have to be cleaned under the contract?  
Answer: No. Only the exterior of the windows shall be covered by the contract (see paragraph 2.4.2 of the RFB.)
- c. Question: Are there any special window coatings the Exterior Windows Cleaning contractor should know about so they know not to damage the coating?  
Answer: No. However any contractor should exercise reasonable care and precautions in performing cleaning services.
- d. Question: What is the load capacity of the sidewalk in Courtyard Square between the Courthouse and the County Government Center?  
Answer: The sidewalk is rated "heavy duty" meaning that a vehicle can drive on it or a lift placed on it.
- e. Question: Related to placing lifts in other areas, are there any other concerns that impact where a lift can be used for working and where it can be placed overnight?  
Answer: Not in terms of where a lift can be placed while being used for cleaning windows. Any lift will have to be stored overnight in the parking lot, West of the judges' and court reporters' parking lot at the Court House. The County will identify the overnight storage area at the time it is needed.
- f. Question: What is the County's role in marking-off space for the Exterior Windows Cleaning contractor to work regarding streets, sidewalks and parking meters?  
Answer: Public areas like streets, sidewalks and parking meters are under City of Columbia control, and the contractor will be expected to work directly with the City to secure limiting public access as necessary to conduct the County's Exterior Window Cleaning work. See also paragraph 2.8.1 that is added with Addendum #2.
- g. Question: Does the County have barrier equipment and signage that the County will allow the contractor to use, e.g., cones, saw horses, and "No Trespassing" tape?  
Answer: While the County has such equipment, it is for County use only and will not be accessible to the contractor for the contractor's work.
- h. Question: When does the County typically schedule Exterior Windows Cleaning?  
Answer: Usually the County likes to schedule all buildings for exterior window cleaning in June in the same week or two weeks, weather permitting.

**NOTE:** All changes to original RFB text made as a result of this Addendum are noted in bolded and italicized font.

This addendum is issued in accordance with RFB paragraph 1.3.2 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By:   
**Liz Palazzolo, Senior Buyer**  
**Boone County Purchasing**

The bidder has examined **Addendum #2** to Request for Bid #14-03APR18 – **Exterior Window Cleaning Services**, receipt of which is hereby acknowledged:

Company Name: Shark Window Cleaning LLC

Address: 3610 Buttonwood Dr. Columbia, MO 65201

Phone Number: (573) 644-4433 Fax Number: \_\_\_\_\_

E-mail: info@sharkwindowcleaningllc.com

Authorized Representative Signature:  Date: 4-3-18

Authorized Representative Printed Name: Fred Hovisnik



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

### **Boone County Purchasing**

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

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

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### ***Bid Data***

Bid Number: **14-03APR18**

Commodity Title: **Exterior Window Cleaning Services – Term and Supply**

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

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

Day / Date: **Tuesday, April 3, 2018**

Time: **2:00 P.M.**

**Vendors Note:** Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department  
613 E. Ash, Room 109  
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

### ***Pre-Bid Conference***

Day / Date: **Friday, March 23, 2018**

Time: **10:00 A.M. Central Time**

Location: Boone County Annex Building Conference Room  
613 E. Ash Street  
Columbia, MO 65201

### ***Bid Opening***

Day / Date: **Tuesday, April 3, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department  
613 E. Ash, Room 109  
Columbia, MO 65201**

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### ***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**



- 3.0: **Bidder's Instructions and Evaluation**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
  - **Certification Regarding Debarment**
  - **Certification Regarding Lobbying**
  - **Work Authorization Certification**
  - **Standard Terms and Conditions**
  - **"No Bid" Response Form**

*Insertion Date: 3/15/18*

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

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1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of **Exterior Window Cleaning Services** for several Boone County office buildings as further specified in greater detail in Section 2.

**Pre-Bid Conference:**

1.1.2 A pre-bid conference will be conducted on **Friday, March 23, 2018 starting at 10:00 A.M.** in the Boone County Annex Conference Room located at 613 E. Ash Street in Columbia, Missouri. The pre-bid conference will be held to address any questions potential bidders may have about the RFB document and the County’s requirements about exterior window cleaning services.

**Attendance is not mandatory but it is strongly encouraged.** Any vendor interested in bidding will be helped to understand the size of the buildings and the types of windows to be cleaned, thereby allowing the vendor the ability to adequately price the project price for each building, including the cost of any lifts needed. It is also prospective bidders’ opportunity to determine where cleaning equipment can be located, what entrances will need to be avoided for equipment set-up, where water can be accessed, etc.

**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 RFB 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/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

*Bidder* - Any business entity submitting a response to this RFB. 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 RFB is found by Purchasing to meet the best

interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

*Supplier/Vendor* - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

**BID/CLARIFICATION CONTACT:** Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: [lpalazzolo@boonecountymmo.org](mailto:lpalazzolo@boonecountymmo.org).

1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum 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 bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County’s needs as interpreted by the County.

1.4.1. The County of Boone reserves the right to accept or reject any and all bids 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 state contract or other governmental entities under more favorable terms.

**1.5. CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

**1.5.1. Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

**1.6. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

## **2. SCOPE OF WORK**

**2.1. GENERAL REQUIREMENTS:** Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Exterior Window Cleaning Services** at various properties of Boone County, Missouri on an annual basis, semi-annual basis, or as otherwise requested by the County.

**2.1.1. Contract Period:** The contract period shall be from **the Date of Award through March 31, 2019**. The contract may be renewed at the sole option of the County for an additional four (4) one-year periods, or any portion thereof. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.

**2.1.2. Pricing:** Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

- a. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.

- c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.1.2. **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 end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.1.3. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The 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 the County's RFB or are unacceptable to County legal counsel.

2.2. **SERVICE LOCATIONS:** The contractor shall provide exterior window cleaning at all of the following County sites in Columbia, Missouri as requested by the County:

- Boone County Government Center, 801 E. Walnut Street
- Boone County Courthouse, 705 E. Walnut Street
- Boone County Annex, 613 East Ash Street
- Boone County Emergency Communication Center, 2145 County Drive

2.3. **SCHEDULING OF SERVICE:** The contractor shall perform exterior window cleaning services as requested by the Boone County Facilities Maintenance Department to meet the needs of various departments within Boone County on an "as needed" basis. Most work shall be performed at minimum on an annual basis, although the contractor shall perform exterior window cleaning semi-annually at some sites as requested, or on an as needed, if needed basis as determined by the County.

2.3.1. **Work Hours:** The contractor shall provide service during normal business hours. Normal business hours shall be Monday - Friday 7:00 A.M. to 4:00 P.M. The County will consider allowing access outside of normal business hours in high pedestrian traffic areas and will stipulate allowable access opportunities at the time of scheduling cleanings.

2.3.2. The contractor shall understand and agree that the Boone County Facilities Management Office representative shall coordinate and schedule all cleanings under the contract. In addition, the County Representative referred to herein shall be an authorized designee of the Boone County Facilities Management Office.

2.3.3. **Delivery Of Service:** All service shall be performed in a timely manner within thirty (30) business days of the County's request or as otherwise scheduled and agreed between the contractor and the County. The contractor must communicate all delays of service delivery

to the County promptly. The County reserves the right to obtain service elsewhere in the event the contractor fails to deliver requested service, and to charge the contractor the difference in cost between the contract price for service and the cost the County must bear for the contractor's failure to deliver ordered service.

- 2.4. WORK QUALITY AND WORK TASKS:** All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards for exterior window cleaning. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.4.1. All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including specifically, but not limited to, local environmental ordinances. The contractor shall understand and agree that the contractor's ignorance of any applicable federal, state and local laws, ordinances, rules and regulations shall not relieve the contractor of any responsibility to comply with all said laws, ordinances, rules and regulations.
- 2.4.2. The contractor shall clean the exterior of windows only. Windows shall be washed clean and free of streaks, smears and visible soap residue. Accumulated dirt, paint specks or other foreign debris must be scraped from the windows. Frames shall be scrubbed to remove all dried dirt, insects, debris and other materials so as to be considered clean by County Representative.
- 2.4.3. The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the County Representative shall be consulted.
- 2.4.4. **Final Inspection and Approval:** The contractor shall request the County Representative conduct a site inspection after the project is complete. Final project approval is contingent upon the County Representative's final inspection.
- 2.4.5. In the event any provisions of the contract are not fulfilled by contractor, and/or the quality of work is deemed unsatisfactory by the County, the County may, upon written notice to the contractor, terminate the contract within ten (10) business days after such written notice.
- 2.5. EQUIPMENT/SAFETY:** The contractor shall be responsible for providing safety equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The safety of the contractor's employees and the public is of prime concern to the County, and the contractor must take all necessary steps to ensure proper safety during the performance of the contract.

- 2.5.1. In addition, the contractor shall be responsible for providing all equipment appropriate to the task in order to successfully perform exterior window cleaning on a timely basis, e.g., providing the right-sized lift at the project start, etc.
- 2.6. **PROPERTY DAMAGE:** The contractor shall be responsible for any damages or breakage as a result of the contractor's performance. The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.7. **TRAINED AND CERTIFIED WINDOW WASHERS REQUIRED:** The contractor's personnel shall be trained and as applicable certified to perform safe exterior window washing.
- 2.8. **PERMITS REQUIREMENT:** The contractor shall be responsible for obtaining any and all required permits in order to conduct exterior window cleaning under the contract. The contractor shall build the cost to obtain necessary permits into project pricing quoted on the Vendor Response and Pricing Pages.
- 2.9. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.1. **Compensation Insurance:** The contractor shall carry and maintain during the life of the contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Worker's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.2. **Commercial General Liability Insurance:** The contractor shall carry and maintain during the life of the contract such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether

such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- a. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall agree to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

- 2.9.4. **Business Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.9.5. **Subcontractors:** The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.9.6. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. 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 services provided.
- 2.9.7. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor,



or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- a. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- b. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice. The contractor shall add the County as a Certificate Holder:

**Certificate Holder:**

County of Boone, Missouri

The contractor shall send the completed certificate to Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.

**2.10. BILLING AND PAYMENT:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period. Pricing shall include furnishing all labor, transportation, materials, equipment including rental equipment, supplies and permit fees necessary to perform **exterior window cleaning** as described herein. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

2.10.1 The contractor shall be paid the specific quoted total project price for the specific service location for each exterior window cleaning project upon completion.

**2.11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

2.11.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

2.11.2. As a condition for the award of contract, the contractor 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 contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.

2.11.3. The contractor shall require each subcontractor to affirmatively state in its contract with the

contractor 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. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

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**3. BIDDER'S INSTRUCTIONS AND EVALUATION**

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- 3.1 RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is 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 the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- 3.2.2. Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at [www.showmeboone.com](http://www.showmeboone.com), under the **Purchasing** menu.
- 3.3. BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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:** The County reserves 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:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment

the vendor(s) selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB and in terms of cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

- 4.1. Company Name: Shark Window Cleaning LLC
- 4.2. Address: 3610 Buttonwood Dr. Suite 200
- 4.3. City/Zip: Columbia, MO 65201
- 4.4. Phone Number: 573 644-4433
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. E-Mail Address: info@sharkwindowcleaningllc.com
- 4.7. Federal Tax ID: 47-4333696

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

- 4.8.1. Authorized Representative (Sign By Hand):  
Fred Hooibink
- 4.8.2. Type or Print Signed Name:  
Fred Hooibink
- 4.8.3. Today's Date: 4-3-18

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

Yes  No

4.10. **PRICING**

The price quoted shall be firm and fixed, and shall include furnishing all labor, transportation, materials, equipment including rental equipment, supplies and permit fees necessary to perform **exterior window cleaning** as described herein. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Pricing Line Item	Service Location	Firm, Fixed Total Price Per Each Exterior Window Cleaning Project at the Identified Service Location – Initial Contract Period
4.10.1.	Boone County Government Center, 801 E. Walnut Street – Columbia, Missouri	\$ 1,700. <sup>00</sup>
4.10.2.	Boone County Courthouse, 705 E. Walnut Street – Columbia, Missouri	\$ 3,000. <sup>00</sup>
4.10.3.	Boone County Annex Building, 613 E. Ash Street – Columbia, Missouri	\$ 200. <sup>00</sup>
4.10.4.	Boone County Emergency Communication Center, 2145 County Drive – Columbia, Missouri	\$ 350. <sup>00</sup>

**Renewal Options Price Adjustments – Applies to all line items:**

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

**All percentages must be applied to the firm pricing quoted for the initial contract period.** The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

**4.10.6. Renewal Option Percentage Price Adjustment  
1<sup>st</sup> Renewal Period: March 2019 – March 2020**

0 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: 0 OR Minimum Decrease: \_\_\_\_\_

**4.10.7. Renewal Option Percentage Price Adjustment  
2<sup>nd</sup> Renewal Period: March 2020 – March 2021**

0 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: 0 OR Minimum Decrease: \_\_\_\_\_

**4.10.8. Renewal Option Percentage Price Adjustment  
3<sup>rd</sup> Renewal Period: March 2021 – March 2022**

5 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease: \_\_\_\_\_

**4.10.9. Renewal Option Percentage Price Adjustment  
4<sup>th</sup> Renewal Period: March 2022 – March 2023**

5 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease: \_\_\_\_\_

4.11. **Response Time:** Identify the vendor's response time to be on-site to begin a window cleaning project after request from the County, not to exceed thirty (30) calendar days:

15 Calendar Days After Receipt of Order (ARO)

4.12. **Project Completion By Location:** The bidder should provide a total number of days for completing exterior window cleaning at each of the following locations:

- Boone County Government Center, 801 E. Walnut Street: 2 business days to complete.
- Boone County Courthouse, 705 E. Walnut Street: 2 business days to complete.
- Boone County Annex Building, 613 E. Ash Street: 1 business days to complete.
- Boone County Emergency Communication Center, 2145 County Drive: 1 business days to complete.
- Boone County Sheriff's Department, 2121 County Drive: X business days to complete.

4.13. **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

Shepards Company - North Side Main Window Cluster, including ledge windows around Building of Courthouse.  
777 Shepherdsfield Rd, Fulton, MO 65251

4.14. **Licenses and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable federal, state and local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform exterior window cleaning in compliance with regulating authorities. Copies must be submitted upon



request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.15. Holidays: Identify the holidays the vendor's business observes:

Jan 1<sup>st</sup>, July 4<sup>th</sup>, Thanksgiving, Dec. 31<sup>st</sup>, Dec. 25<sup>th</sup>

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4.16. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

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***End of Response Form***



## CERTIFICATION REGARDING LOBBYING

### *Certification for Contracts, Grants, Loans, and Cooperative Agreements*


The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Vendor Signature

4-3-18  
\_\_\_\_\_  
Date

## Boone County Purchasing



Liz Palazzolo, Senior Buyer  
613 E. Ash St., Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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### INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

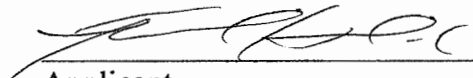


**CERTIFICATION OF INDIVIDUAL BIDDER**

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.

**Option**

- 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 – *see following page*) 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

4-3-18  
\_\_\_\_\_  
Date

Fred Hewitink  
\_\_\_\_\_  
Printed Name

**AFFIDAVIT**

**(Only Required for Certification of Individual Bidder (Option #2)**  
*(see previous page)*

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:



**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

## ***Standard Terms and Conditions***

Liz Palazzolo, Senior Buyer  
Phone: (573) 886-4392 - Fax (573) 886-4390

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### **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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



**Boone County Purchasing**  
613 E. Ash St., Room 110  
Columbia, MO 65201

***“No Bid” Response Form***

Liz Palazzolo, CPPO, Senior Buyer  
(573) 886-4392 – Fax: (573) 886-4390  
lpalazzolo@boonecountymo.org

**“NO BID RESPONSE FORM”**

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

If the vendor does 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

**Bid: 14-03APR18 – Exterior Window Cleaning Services – Term and Supply**

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

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

\_\_\_\_\_

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

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

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

Reason(s) for Not Bidding:

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/13/2017

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

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

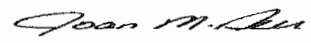
<b>PRODUCER</b> Joseph D Walters Insurance 4552 Route 51 South  Belle Vernon PA 15012	<b>CONTACT NAME:</b> Joan Neu <b>PHONE (A/C, No, Ext):</b> (800) 878-3808 <b>FAX (A/C, No):</b> (724) 929-3738 <b>E-MAIL ADDRESS:</b> joan@jwagency.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Ohio Security Ins. Co.</td> <td>24082</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Ohio Security Ins. Co.	24082	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Shark Window Cleaning LLC PO Box 7916  Columbia MO 65205																					

**COVERAGES**                      **CERTIFICATE NUMBER:** 6/17-18 Master                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS56749619	6/19/2017	6/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  For Bidding Purposes Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Joan Neu/PATWIN 





**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR E-VERIFY EMPLOYER AGENTS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Shark Window Cleaning LLC (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT**

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
  - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to

make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

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

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF THE EMPLOYER**

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify



Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,

the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

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

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### **C. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of

contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

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

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify 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).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU
  - a. Automated verification checks on alien employees by electronic means, and
  - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

##### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action



against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

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

## ARTICLE V MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.
- C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

**If you have any questions, contact E-Verify at 1-888-464-4218.**

Company ID Number: 1286939

**Approved by:**

<b>E-Verify Employer Agent Employer</b> Shark Window Cleaning LLC	
Name (Please Type or Print) Frederick D Hooibrink	Title
Signature Electronically Signed	Date 04/04/2018
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/04/2018

Company ID Number: 1286939

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Shark Window Cleaning LLC
Company Facility Address	3610 buttonwood dr suite 200 Columbia, MO 65201
Company Alternate Address	PO box 7916 Columbia, MO 65205
County or Parish	BOONE
Employer Identification Number	474333696
North American Industry Classification Systems Code	811
Parent Company	Shark Window Cleaning
Number of Employees	1 to 4
Number of Sites Verified for	4

Company ID Number: 1286939

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

MISSOURI                      4 site(s)

Company ID Number: 1286939

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

Name Frederick D Hooibrink  
Phone Number (573) 644 - 4433  
Fax Number  
Email Address Info@sharkwindowcleaningllc.com

Name Frederick D Hooibrink  
Phone Number (573) 644 - 4433  
Fax Number  
Email Address Info@sharkwindowcleaningllc.com

Company ID Number: 1286939

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

**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201  
Liz Palazzolo, Senior Buyer  
Phone: (573) 886-4392 – Fax: (573) 886-4390  
Email: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

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### ***Bid Data***

Bid Number: **14-03APR18**

Commodity Title: **Exterior Window Cleaning Services – Term and Supply**

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

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

Day / Date: **Tuesday, April 3, 2018**

Time: **2:00 P.M.**

**Vendors Note:** Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department  
613 E. Ash, Room 109  
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

#### ***Pre-Bid Conference***

Day / Date: **Friday, March 23, 2018**

Time: **10:00 A.M. Central Time**

Location: Boone County Annex Building Conference Room  
613 E. Ash Street  
Columbia, MO 65201

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

Day / Date: **Tuesday, April 3, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department  
613 E. Ash, Room 109  
Columbia, MO 65201**

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#### ***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**

- 3.0: **Bidder's Instructions and Evaluation**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
  - **Certification Regarding Debarment**
  - **Certification Regarding Lobbying**
  - **Work Authorization Certification**
  - **Standard Terms and Conditions**
  - **"No Bid" Response Form**

*Insertion Date: 3/15/18*

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

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- 1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.
- 1.1.1. The County requests bids for provision of **Exterior Window Cleaning Services** for several Boone County office buildings as further specified in greater detail in Section 2.

**Pre-Bid Conference:**

- 1.1.2 A pre-bid conference will be conducted on **Friday, March 23, 2018 starting at 10:00 A.M.** in the Boone County Annex Conference Room located at 613 E. Ash Street in Columbia, Missouri. The pre-bid conference will be held to address any questions potential bidders may have about the RFB document and the County’s requirements about exterior window cleaning services.

**Attendance is not mandatory but it is strongly encouraged.** Any vendor interested in bidding will be helped to understand the size of the buildings and the types of windows to be cleaned, thereby allowing the vendor the ability to adequately price the project price for each building, including the cost of any lifts needed. It is also prospective bidders’ opportunity to determine where cleaning equipment can be located, what entrances will need to be avoided for equipment set-up, where water can be accessed, etc.

**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 RFB 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/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

*Bidder* - Any business entity submitting a response to this RFB. 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 RFB is found by Purchasing to meet the best

interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

*Supplier/Vendor* - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

**BID/CLARIFICATION CONTACT:** Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: [lpalazzolo@boonecountymmo.org](mailto:lpalazzolo@boonecountymmo.org).

1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum 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 bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County’s needs as interpreted by the County.

1.4.1. The County of Boone reserves the right to accept or reject any and all bids 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 state contract or other governmental entities under more favorable terms.

1.5. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

## 2. **SCOPE OF WORK**

2.1. **GENERAL REQUIREMENTS:** Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Exterior Window Cleaning Services** at various properties of Boone County, Missouri on an annual basis, semi-annual basis, or as otherwise requested by the County.

2.1.1. **Contract Period:** The contract period shall be from **the Date of Award through March 31, 2019**. The contract may be renewed at the sole option of the County for an additional four (4) one-year periods, or any portion thereof. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.

2.1.2. **Pricing:** Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

- a. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.

- c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.1.2. **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 end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.1.3. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The 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 the County's RFB or are unacceptable to County legal counsel.

2.2. **SERVICE LOCATIONS:** The contractor shall provide exterior window cleaning at all of the following County sites in Columbia, Missouri as requested by the County:

- Boone County Government Center, 801 E. Walnut Street
- Boone County Courthouse, 705 E. Walnut Street
- Boone County Annex, 613 East Ash Street
- Boone County Emergency Communication Center, 2145 County Drive

2.3. **SCHEDULING OF SERVICE:** The contractor shall perform exterior window cleaning services as requested by the Boone County Facilities Maintenance Department to meet the needs of various departments within Boone County on an "as needed" basis. Most work shall be performed at minimum on an annual basis, although the contractor shall perform exterior window cleaning semi-annually at some sites as requested, or on an as needed, if needed basis as determined by the County.

2.3.1. **Work Hours:** The contractor shall provide service during normal business hours. Normal business hours shall be Monday - Friday 7:00 A.M. to 4:00 P.M. The County will consider allowing access outside of normal business hours in high pedestrian traffic areas and will stipulate allowable access opportunities at the time of scheduling cleanings.

2.3.2. The contractor shall understand and agree that the Boone County Facilities Management Office representative shall coordinate and schedule all cleanings under the contract. In addition, the County Representative referred to herein shall be an authorized designee of the Boone County Facilities Management Office.

2.3.3. **Delivery Of Service:** All service shall be performed in a timely manner within thirty (30) business days of the County's request or as otherwise scheduled and agreed between the contractor and the County. The contractor must communicate all delays of service delivery

to the County promptly. The County reserves the right to obtain service elsewhere in the event the contractor fails to deliver requested service, and to charge the contractor the difference in cost between the contract price for service and the cost the County must bear for the contractor's failure to deliver ordered service.

- 2.4. WORK QUALITY AND WORK TASKS:** All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards for exterior window cleaning. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.4.1. All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including specifically, but not limited to, local environmental ordinances. The contractor shall understand and agree that the contractor's ignorance of any applicable federal, state and local laws, ordinances, rules and regulations shall not relieve the contractor of any responsibility to comply with all said laws, ordinances, rules and regulations.
- 2.4.2. The contractor shall clean the exterior of windows only. Windows shall be washed clean and free of streaks, smears and visible soap residue. Accumulated dirt, paint specks or other foreign debris must be scraped from the windows. Frames shall be scrubbed to remove all dried dirt, insects, debris and other materials so as to be considered clean by County Representative.
- 2.4.3. The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the County Representative shall be consulted.
- 2.4.4. **Final Inspection and Approval:** The contractor shall request the County Representative conduct a site inspection after the project is complete. Final project approval is contingent upon the County Representative's final inspection.
- 2.4.5. In the event any provisions of the contract are not fulfilled by contractor, and/or the quality of work is deemed unsatisfactory by the County, the County may, upon written notice to the contractor, terminate the contract within ten (10) business days after such written notice.
- 2.5. EQUIPMENT/SAFETY:** The contractor shall be responsible for providing safety equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The safety of the contractor's employees and the public is of prime concern to the County, and the contractor must take all necessary steps to ensure proper safety during the performance of the contract.

- 2.5.1. In addition, the contractor shall be responsible for providing all equipment appropriate to the task in order to successfully perform exterior window cleaning on a timely basis, e.g., providing the right-sized lift at the project start, etc.
- 2.6. **PROPERTY DAMAGE:** The contractor shall be responsible for any damages or breakage as a result of the contractor's performance. The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.7. **TRAINED AND CERTIFIED WINDOW WASHERS REQUIRED:** The contractor's personnel shall be trained and as applicable certified to perform safe exterior window washing.
- 2.8. **PERMITS REQUIREMENT:** The contractor shall be responsible for obtaining any and all required permits in order to conduct exterior window cleaning under the contract. The contractor shall build the cost to obtain necessary permits into project pricing quoted on the Vendor Response and Pricing Pages.
- 2.9. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.1. **Compensation Insurance:** The contractor shall carry and maintain during the life of the contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Worker's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.2. **Commercial General Liability Insurance:** The contractor shall carry and maintain during the life of the contract such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether



such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- a. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall agree to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

- 2.9.4. **Business Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.9.5. **Subcontractors:** The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.9.6. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. 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 services provided.
- 2.9.7. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor,

or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- a. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- b. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice. The contractor shall add the County as a Certificate Holder:

**Certificate Holder:**

County of Boone, Missouri

The contractor shall send the completed certificate to Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.

**2.10. BILLING AND PAYMENT:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period. Pricing shall include furnishing all labor, transportation, materials, equipment including rental equipment, supplies and permit fees necessary to perform **exterior window cleaning** as described herein. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

2.10.1 The contractor shall be paid the specific quoted total project price for the specific service location for each exterior window cleaning project upon completion.

**2.11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

2.11.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

2.11.2. As a condition for the award of contract, the contractor 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 contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.

2.11.3. The contractor shall require each subcontractor to affirmatively state in its contract with the

contractor 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. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

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**3. BIDDER'S INSTRUCTIONS AND EVALUATION**

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- 3.1 RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is 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 the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- 3.2.2. Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at [www.showmeboone.com](http://www.showmeboone.com), under the **Purchasing** menu.
- 3.3. BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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:** The County reserves 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:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment

the vendor(s) selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB and in terms of cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



**4. Vendor's Response and Pricing Pages**

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

---

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: \_\_\_\_\_

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

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

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

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

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

**4.10. PRICING**

The price quoted shall be firm and fixed, and shall include furnishing all labor, transportation, materials, equipment including rental equipment, supplies and permit fees necessary to perform **exterior window cleaning** as described herein. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Pricing Line Item	Service Location	Firm, Fixed Total Price Per Each Exterior Window Cleaning Project at the Identified Service Location – Initial Contract Period
4.10.1.	Boone County Government Center, 801 E. Walnut Street – Columbia, Missouri	\$
4.10.2.	Boone County Courthouse, 705 E. Walnut Street – Columbia, Missouri	\$
4.10.3.	Boone County Annex Building, 613 E. Ash Street – Columbia, Missouri	\$
4.10.4.	Boone County Emergency Communication Center, 2145 County Drive – Columbia, Missouri	\$

**Renewal Options Price Adjustments – Applies to all line items:**

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

**All percentages must be applied to the firm pricing quoted for the initial contract period.** The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

**4.10.6. Renewal Option Percentage Price Adjustment  
1<sup>st</sup> Renewal Period: March 2019 – March 2020**

\_\_\_\_\_ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE  
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: \_\_\_\_\_ OR Minimum Decrease: \_\_\_\_\_

**4.10.7. Renewal Option Percentage Price Adjustment  
2<sup>nd</sup> Renewal Period: March 2020 – March 2021**

\_\_\_\_\_ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE  
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: \_\_\_\_\_ OR Minimum Decrease: \_\_\_\_\_

**4.10.8. Renewal Option Percentage Price Adjustment  
3<sup>rd</sup> Renewal Period: March 2021 – March 2022**

\_\_\_\_\_ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE  
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: \_\_\_\_\_ OR Minimum Decrease: \_\_\_\_\_

**4.10.9. Renewal Option Percentage Price Adjustment  
4<sup>th</sup> Renewal Period: March 2022 – March 2023**

\_\_\_\_\_ % Applied to original bid pricing



Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: \_\_\_\_\_ OR Minimum Decrease: \_\_\_\_\_

4.11. **Response Time:** Identify the vendor's response time to be on-site to begin a window cleaning project after request from the County, not to exceed thirty (30) calendar days:

\_\_\_\_\_ Calendar Days After Receipt of Order (ARO)

4.12. **Project Completion By Location:** The bidder should provide a total number of days for completing exterior window cleaning at each of the following locations:

- Boone County Government Center, 801 E. Walnut Street: \_\_\_\_\_ business days to complete.
- Boone County Courthouse, 705 E. Walnut Street: \_\_\_\_\_ business days to complete.
- Boone County Annex Building, 613 E. Ash Street: \_\_\_\_\_ business days to complete.
- Boone County Emergency Communication Center, 2145 County Drive: \_\_\_\_\_ business days to complete.
- Boone County Sheriff's Department, 2121 County Drive: \_\_\_\_\_ business days to complete.

4.13. **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

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4.14. **Licenses and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable federal, state and local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform exterior window cleaning in compliance with regulating authorities. Copies must be submitted upon

request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.15. Holidays: Identify the holidays the vendor's business observes:

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4.16. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

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***End of Response Form***

*(Please complete and return with Bid 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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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

## CERTIFICATION REGARDING LOBBYING

### *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

## Boone County Purchasing



Liz Palazzolo, Senior Buyer  
613 E. Ash St., Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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### INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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











**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

Liz Palazzolo, Senior Buyer  
Phone: (573) 886-4392 - Fax (573) 886-4390

## ***Standard Terms and Conditions***

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### **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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



**Boone County Purchasing**  
613 E. Ash St., Room 110  
Columbia, MO 65201

***“No Bid” Response Form***

Liz Palazzolo, CPPO, Senior Buyer  
(573) 886-4392 – Fax: (573) 886-4390  
lpalazzolo@boonecountymo.org

**“NO BID RESPONSE FORM”**

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

If the vendor does 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

**Bid: 14-03APR18 – Exterior Window Cleaning Services – Term and Supply**

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

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

\_\_\_\_\_

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

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

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

Reason(s) for Not Bidding:

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





Company ID Number: 1286939

**Information Required for the E-Verify**

**Information relating to your Company:**

Company Name	Shark Window Cleaning LLC
Company Facility Address	3610 buttonwood dr suite 200 Columbia, MO 65201
Company Alternate Address	PO box 7916 Columbia, MO 65205
County or Parish	BOONE
Employer Identification Number	474333696
North American Industry Classification Systems Code	811
Parent Company	Shark Window Cleaning



Company ID Number: 1286939

**Approved by:**

**E-Verify Employer Agent Employer**

Shark Window Cleaning LLC

Name (Please Type or Print)

Frederick D Hooibrink

Signature

Electronically Signed

**Department of Homeland Security – Verification Division**

Name (Please Type or Print)

USCIS Verification Division

Signature

Electronically Signed



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 10th day of May 20 18

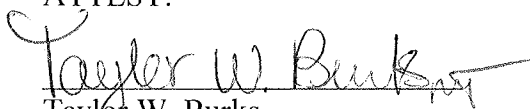
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National Joint Powers Alliance Cooperative Contract 041316-PRC for Surplus Auction Services.

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.

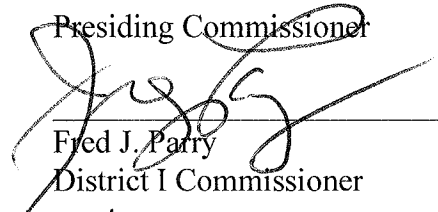
Done this 10th day of May, 2018

ATTEST:

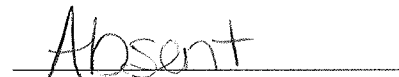
  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M  
Senior Buyer



613 E. Ash St, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: March 1, 2018  
RE: Cooperative Contract 041316-PRC – Surplus Auction Services With  
Related Solutions (NJPA)

Purchasing requests permission to use contract 041316-PRC for Surplus Auction Services With Related Solutions established by the National Joint Powers Alliance (NJPA) with the PropertyRoom.Com., Inc. of Frederick, Maryland as a cooperative contract. The Boone County Sheriff's Department requests use of the contract to dispose of unclaimed property resulting from law enforcement activities.

The contract runs through June 22, 2020 with one (1) one-year renewal option available.

Department 1251 – Sheriff will be used. There is no cost to the County for this service.

/lp

c: Captain Gary German  
Contract File

**PURCHASE AGREEMENT  
FOR  
041316-PRC – SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS**

**THIS AGREEMENT** dated the 10<sup>th</sup> day of May 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **PropertyRoom.com, Inc.** herein “Vendor.”

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Surplus Auction Services With Related Solutions**, in compliance with all bid specifications and any addenda issued for the National Joint Powers Alliance (NJPA) contract 041316-PRC, the PropertyRoom.com’s Asset Disposition Services Agreement, and the Standard Terms and Conditions of Boone County, Missouri. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, NJPA contract 041316-PRC, and the Standard Terms and Conditions of Boone County, Missouri shall prevail and control over the PropertyRoom.com’s bid response and Asset Disposition Services Agreement.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **Surplus Auction Services With Related Solutions**, as specified and priced in NJPA contract 041316-PRC. Fees for services follow in **Attachment One**.

3. **Contract Term** - This agreement shall commence on **the date written above and extend through June 22, 2020** subject to the provisions for termination specified below. The contract has one (1) one-year renewal option available.

4. **Payment for Service** – The **PropertyRoom.com, Inc.** shall be compensated for all **Surplus Auction Services With Related Solutions** services provided to the Boone County Sheriff’s Department in accordance with the fee schedule in **Attachment One**. All payments to the **PropertyRoom.com, Inc.** shall be paid from the sale of surplus items sold by the **PropertyRoom.com, Inc.** as provided for surplus auction by the Boone County Sheriff’s Department. The **PropertyRoom.com, Inc.** shall provide the Boone County Sheriff’s Department with a monthly statement identifying the surplus items auctioned for the Department, the sales price, all fees assessed by the **PropertyRoom.com, Inc.** as assessed in accordance with **Attachment One**, and any remaining residual monetary amount from the sale that will be paid to the Boone County Sheriff’s Department. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges shown in **Attachment One**.

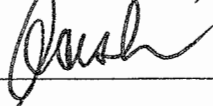
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

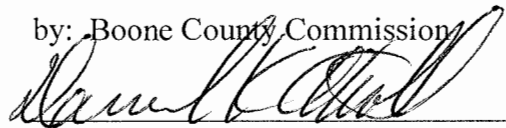
- a. The County may terminate this agreement due to material breach of any term or condition of this agreement; or
- b. the County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding 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.

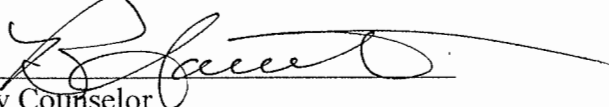
**PROPERTYROOM.COM, INC.**

by   
 title ANDREW J. NASH, PRESIDENT + CEO

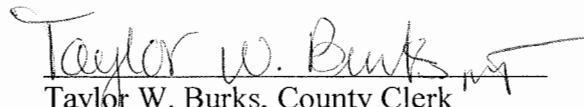
**BOONE COUNTY, MISSOURI.**

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

APPROVED AS TO FORM:

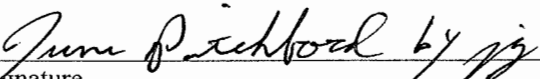
  
 County Counselor

ATTEST:

  
 Taylor W. Burks, 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.)

1251/No Cost To County

 by jjj 04/26/18  
 Signature Date Appropriation Account

## 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.

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2c261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2c261405110VgnVCM1000004718190aRCRD>

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

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



**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the PropertyRoom.com, Inc. (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - A. Notice of E-Verify Participation
  - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
  - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

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



Company ID Number:320440

Client Company ID Number:1288369

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

Name	Kathyn Reyes
Phone Number	(240) 751-9119
Fax Number	
Email Address	kathryncoles@propertyroom.com

Name	Andrew J Nash
Phone Number	(240) 575-1239
Fax Number	
Email Address	andrewnash@propertyroom.com

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated \_\_\_\_\_ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
  - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
  - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
  - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
  - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
  - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
  - a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
    - (1) **Non-bicycle Asset Success Fee.** For non-bicycle assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.
    - (2) **Bicycle Asset Success Fee.** For bicycle assets, Success Fee equals 85% of the Winning Bid.
    - (3) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
    - (4) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

\* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (5) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.
 

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

  - (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.

- (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
  
- c. **In Place Auction Service (“In Place”).** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
  - (1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
  - (2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.
  
- d. **Haul Away Auction Service (“Haul Away”).** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
  - (1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
  - (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs (“Tow & Miscellaneous Fee Schedule”). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

<b>Haul Away Auction Service – Tow and Miscellaneous Fee Schedule</b>			
<b>Fee Type</b>	<b>Fee Description</b>	<b>Rate Description</b>	<b>Rate Per Asset</b>
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
<i>Storage - light &amp; medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$8 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.
  
- e. **Impound Storage & Auction Service (“Impound”).** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities (“Yards”), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles (“Released Vehicles”), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors

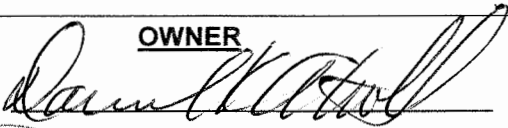
("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

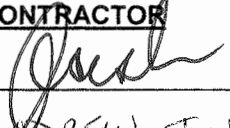
Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
Light Tow	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Medium Tow	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Heavy Tow	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Re-list / Re-run	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
Owner Storage Fees	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
Citizen Storage Fees	Daily storage for release vehicles	Per day	\$15 / day
De-identification	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
Decal Removal	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.
4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

**OWNER**

Signature   
 Name Daniel B. Atwill  
 Title Presiding Commissioner  
 Date 5.10.18

**CONTRACTOR**

Signature   
 Name ANDREW J. NASH  
 Title PRESIDENT + CEO  
 Date April 20, 2018

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

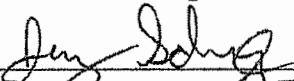
NJPA Contract #: 041316-PRC \_\_\_\_\_

Proposer's full legal name: PropertyRoom.com, Inc. \_\_\_\_\_

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be June 22, 2016 and will expire on June 22, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on May 19, 2016

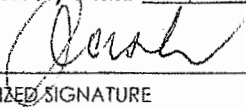
NJPA Contract # 041316-PRC

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name PROPERTY ROOM.COM, INC.

Authorized Signatory's Title PRESIDENT & CEO

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

ANDREW J. NASH  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on MAY 20, 2016

NJPA Contract # 041316-PRC



**PROPOSER QUESTIONNAIRE- General Business Information**  
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: PropertyRoom.com, Inc. Questionnaire completed by: Kathryn Coles, Contracts & Proposals Coordinator

Please identify the person NJPA should correspond with from now through the Award process:

Name: Donald Nemer, SVP of Sales E-Mail address: donaldnemer@propertyroom.com

**Please answer the questions below using the Microsoft Word® version of this document.** This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

**Company Information & Financial Strength**

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

PropertyRoom.com, Inc. / FEIN: 86-0962102

Corporate Headquarters:

4650 Wedgewood Blvd., Suite 102  
Frederick, MD 21703  
O: 240.751.9123  
F: 240.230.0229

Corporate Mailing Address

5257 Buckeystown Pike, Suite 475  
Frederick, MD 21704

Our main contact for this RFP and any sales related questions is:

Donald Nemer, Senior Vice President of Sales  
PropertyRoom.com  
5257 Buckeystown Pike, Suite 475  
Frederick, MD 21704  
Email: donaldnemer@propertyroom.com  
O: 240.233.9720  
F: 240.230.0229  
M: 443.632.5483

Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the **SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS** industry.

With 15+ years’ experience in online auctions and more than 1.7 million registered bidders, the latest online auction technology, and a management team with government, municipality, law enforcement, ecommerce and live & online auction experience, PropertyRoom.com is already the choice of more than 4,000 government agencies nationwide.

Founded by former law enforcement officers in 1999, we filled a need in the marketplace for a full service company specifically designed to help municipalities and law enforcement agencies move surplus property and sell it at auction. PropertyRoom.com combines an extensive knowledge of governmental property handling procedures as well as expertise in e-commerce, marketing, and

logistics. We provide local & state government agencies, law enforcement agencies and federal government agencies a technological cost saving alternative to reduce storage space & handling requirements, offer many value-added services, maximize revenues with larger bidding audiences, and provide detailed accounting for better record keeping and auditing.

Clearing out seized, found, unclaimed, stolen, recovered and retired property and evidence (including firearms) and surplus assets, will no longer be a challenge for our clients. PropertyRoom.com takes the entire process off the client's plate with our online auction services. We keep assets moving and provide a comprehensive audit trail. We pick up, process, and provide customer service and fulfillment, while the client can reduce storage requirements, accelerate property release, free up time for more mission critical work, and receive more proceeds for each department.

With our solution we make it remarkably easy to manage, sell, and buy surplus assets. We provide one reliable source, turn-key service, and a detailed audit trail.

PropertyRoom.com provides a unique range of solutions with service offerings unlike any other national auction company in the United States. We are able to provide our full range of solutions and auction services in all 50 states. These are just a few key and unique offerings included that set us apart in the online auction services marketplace:

1. **Haul Away Portable Auction Services:** We pick up assets from client locations in all 50 states including Alaska and Hawaii and process at one of our processing centers located strategically across the United States
  - a. Includes a complete turnkey solution with Authentication Services (for items like jewelry, watches, purses, clothing, and electronics), refurbishment services and hard drive/computer disk/smart phone/tablet, etc., disk erasure services.
2. **Pack & Ship Portable Auction Services:** some of our clients choose to ship directly to our processing centers located strategically across the United States
  - a. Includes a complete turnkey solution with Authentication Services (for items like jewelry, watches, purses, clothing and electronics), refurbishment services and hard drive/computer disk/smart phone/tablet, etc., disk erasure services.
3. **Haul Away Large Equipment & Fleet Auction Services:** for surplus fleet and equipment & seized fleet and equipment, utilizing subcontractors with 160+ large vehicle storage and auction facilities across the United States.
4. **Technology Enabled In Place Auction Services:** Technology enabled mobile cataloging and auction listing service for assets remaining at client site/location (from clients' fingertips on a mobile device directly to our auction site.)
5. **Firearms Auction Services:** We are the only national online full service auction company that has a Federal Firearms License (FFL), which enables us to safely and securely monetize property & evidence firearms (as more and more states have recently mandated evidence firearms to be sold via auction.)

Our largest current clients include **New York City Police Department (NYPD)**, **Los Angeles Police Department (LAPD)**, **Chicago Police Department**, **New York City Department of Administrative Services (NYC-DCAS)**, **U.S. Navy**, **State of Connecticut Department of Administrative Services (CT-DAS)**, **Port Authority of New York & New Jersey**, **New York Metro Transit Authority (NY-MTA)**, **New York City Transit (NYCT)**, **City of Sacramento, CA**, **Las Vegas Metro PD (Clark County, NV)**, **Honolulu Police Department**, **New Orleans Police Department (NOPD)**, **City of New Orleans (Fleet & Equipment)**, **City of Houston, TX (Fleet & Equipment)**, **Houston TX Police Department (HPD)**, **San Antonio Police Department (SAPD)**, **Fort Worth Police Department (FWPD)**, **Baltimore Police Department**, **Cook County IL**, **Sheriff's Office**, **Jacksonville FL Sheriff's Office** and **Atlanta Police Department (APD.)**



## **Benefits to Clients:**

PropertyRoom.com solutions provide several benefits to clients:

- Convenience – We help our clients clear out abandoned, seized, forfeited, impounded and fleet assets with our online auction services.
- Security – We employ our proprietary tracking methods to secure client asset information.
- Auction Participation – Our national online auctions draw more bidders 24/7/365 than live or online, regional or national on-site, webcast based auctions.
- Higher Proceeds – Our clients can realize higher net proceeds as compared to their traditional live or online, regional or national on-site, webcast based auctions.
- Lower Costs – With a full service offering, we free up governmental workers to do their core jobs. Our system also reduces storage and handling costs.
- Dynamic Transparent Reporting – Provides our clients with 24/7/365 online and easily accessible status on their assets.

## 2) Provide a detailed description of the products and services that you are offering in your proposal.

PropertyRoom.com offers many auction service solutions to agencies and municipalities nationwide, ranging from a technology enabled mobile cataloging and auction listing service to a complete turn-key solution with many unique value-added services. The services proposed in this RFP response are our recommended solutions to the goal of streamlining web based auctions for the all NJPA members. PropertyRoom.com offers multiple solutions including full service that do not require integrated software nor software maintenance and upgrades. We provide a solution that minimizes the need for additional work by clients to list and auction property. Some of our solutions include pickup of property, transportation to our secure warehouse or storage facility or vehicle lot, itemizing and processing, authentication, refurbishment, title work, storage, image upload, listing, auctioning online, and remitting payment due upon completion of a successful auction. Please see below for a full description of each auction service solution proposed in this RFP response.

### **Property & Evidence Disposition Services (Portables Service)**

Our Property & Evidence Disposition Services (Portables Service) is a streamlined process of auctioning surplus property online while maximizing sales. It requires very little effort from the client as we handle all the auctions of abandoned, seized, and recovered property on our website, [www.PropertyRoom.com](http://www.PropertyRoom.com). We work with client agencies to decide the necessary pickup frequency and then schedule at the client's desired location, date and time. At the time of pickup, property is bulked together and loaded onto our truck before being dropped off at the closest PropertyRoom.com warehouse. Client agencies can dynamically track all assets and payments listed under their agency through our online client reporting system, Agency Web.

We photograph and list the assets on the website for our client agencies. With our full service solution, PropertyRoom.com takes care of the auctioning process for our clients, so all they have to do is cash the check. We monitor bidder patterns versus listings available for auction to enhance the supply and demand balance. Our system tracks website traffic and knows when to put the right assets to auction. We work the market for our clients so they can get the most out of each sellable item in their inventory.

After our Agency Client Services department schedules a pickup with the client, the assets go through the following process.

#### *Property Pick-up & Evaluation*

- Supply manifest forms and customized, account specific bar code labels
- Regularly scheduled pick-ups by our fleet of trucks
- Photographing, cleaning, sorting/grouping, and assessing the condition of assets
- Reasonable repairs of high value assets to maximize return / asset refurbishment
- Authentication of jewelry, watches, purses, etc.
- Destruction of counterfeit items. (We also return counterfeit items to agency upon request.)
- Research and evaluation of assets to enhance their salability



- Appraisals or certification when we feel that would increase bidding interest
- Live bidder customer support for client agencies during business hours

#### *Disk Erasure / Destruction Process*

Data security and erasure/destruction is exceptionally important to all of our government and law enforcement agency clients. PropertyRoom.com takes extra steps to ensure the protection of electronic assets consigned to PropertyRoom.com. When we receive electronics we follow strict guidelines to destroy or erase all existing data and information from hard drives/disks. We utilize a solution that is currently the *only* disk erasure software in the world that meets NIAP's EAL4+ security standard *and* is approved by the U.S. Department of Defense. Our Disk Erasure and Destruction Process is unique to PropertyRoom.com.

Our Disk Erasure Process meets or exceeds all major national and international regulatory and technical standards including:

- Sarbanes-Oxley
- HIPAA
- Common Criteria Evaluation
- FACTA standards
- NIAP's EAL4+ security standard
- U.S. Department of Defense 5220.22-M
- CSEC ITSG-06

PropertyRoom.com's Disk Erasure Process is designed to securely and permanently erase data from hard drives/flash drives. Applicable electronics go through the following process:

- Desktop Computers: Remove all disk drives less than 80GB. All removed disk drives must be ungrouped to maintain proper chain of custody documentation.
- Laptop Computers: laptop disk drives are only removed if unable to power on (boot up) or wipe.
  - All removed disk drives will be ungrouped to maintain proper chain of custody documentation.
- Smart Phones: Reset to Factory Settings (all data erased)
- Tablets: Reset to Factory Settings (all data erased)
- Wipe all hard drives using disk erasure as described above.
- Complete Hard Drive Disposition Log.
- Store all removed hard drives pending destruction in a secure container.
- Destroy all removed hard drives with a cross-peen hammer, ensuring the disk is sufficiently damaged to eliminate recovery attempts.
- Redeposit the damaged hard drive in the secure container for transport to approved electronics recycler.
- Record the hard drive destruction via the proper disposition manifest.
- 

#### *Online Auction*

- Offer client property to our more than 1.7 million registered bidders
- Conduct online auction using our proprietary technology
- Process payments from successful bidders either by credit card, PayPal, or wire transfer
- Ship assets to purchasers
- 24/7/365 Customer Support
- Consistent marketing support to increase visibility and end value

#### *Post Auction Accountability*

- Remit payments to clients each month
- Detailed audit trail for all property/assets provided to us
- Online reports available to clients 24/7/365 for agency internal reporting and accountability requirements

- Additional Added Service: Return of lost or stolen assets when citizens prove any asset on our site is rightfully theirs and client approves

### *Benefits*

- Disciplined purges of client property and evidence rooms and governmental surplus property
- Frees up time for more mission critical work
- Increased ROI: Higher returns on asset sales from attracting more and better bidders
- Detailed audit reports to maintain tight accountability on the assets public agencies are responsible for protecting

### **Firearms Auction Services**

PropertyRoom.com's unique Firearms Auction Service can handle the liquidation of a law enforcement client's or government agency's firearms inventory by auctioning online on a secure firearms auction site available to bidders nationwide, 24/7/365.

### *Why Choose Us?*

1. Rather than the traditional methodology of auctioning evidence/service firearms to an FFL dealer (which in turn resells to a dealer and eventually gets sold to an end-user), we auction on a retail basis and utilize our unique FFL to FFL network. (NO firearm gets delivered without going through the receiving local jurisdictions background checks. We offer 100% compliance with ATF, and adhere to the local/regional/state/U.S. rules and regulations regarding the purchase of a firearm.) The result of this unique service is a dramatically higher ROA for our clients.
2. We hold a Federal Firearms License (FFL) & utilize our secure firearms online auction site partner, [BudsGunShop.com](http://BudsGunShop.com) (the largest online retailer of firearms in the U.S.) Firearm auctions are jointly listed on their web property, [eGunner.com](http://eGunner.com).
3. **Buds, Federal Firearms Licensed dealer, (FFL # 4-61-XXX-XX-XX-04955)**
4. **PropertyRoom.com, Federal Firearms Licensed dealer (FFL # 8-52-XXX-XX-XX-08275)**
5. Buds company family includes Buds Police Supply, BudsGunShop.com and eGunner.com
  - a. Over 40 years' experience in the firearms industry
  - b. Shipped over 1 million (and counting) firearms
6. We monetize firearms inventories anonymously (agency name is not represented)
  - a. **Bud's is the Seller of Record (FFL)**
7. We have an option to sell firearms for credit in exchange for the widest variety of law enforcement equipment possible. (Buds is one of the largest Law Enforcement Supply companies in the U.S.) Law enforcement agencies may use the credits to purchase body armor, body cameras, car cameras, ammunition and virtually any police/law enforcement item required for service
8. We pay for the cost of getting our client's seized/confiscated/unclaimed firearms to us for preparation of auction sale
9. Transparent and fully auditable reporting; we employ our proprietary tracking methods to secure client asset information and buyer information
10. Compliant with ATF, Title 18, U.S. Code, Ch. 44 and NFA (26 U.S.C., Ch. 53)
11. Inspection of weapons to confirm they are legal for sale (not fully automatic, obliterated serial number, etc.)
12. Destruction of weapons that are not legal for sale, and;
13. Biohazard Firearm Cleaning Service; which ensures the firearm is desirable/saleable.

### *Where are the Firearms listed?*

Firearms are featured in two places, reaching hundreds of thousands of bidders:

- [eGunner.com](http://eGunner.com)
  - 100% dedicated to Firearms and related accessories
  - Exclusive \$1, No Reserve Category

- BudsGunShop.com
  - Featured at the top of each page

### Two Ways to Earn For Client Agencies

PropertyRoom.com has two options for how to receive back proceeds on completed auctions.

OPTION 1...we'll send back proceeds	OPTION 2...you'll get a Dollar-for-Dollar Credit for ANYTHING on BudsGunShop.com
<p>Depending on your jurisdiction's rules and regulations, we can send your proceeds to your preferred location via wire transfer.</p>	<ul style="list-style-type: none"> <li>• Don't see what you want? We'll check <u>BudsGunShop.com's</u> Qualified Professionals* Secret Stash for you. (Bud's Police Supply is a large and leading law enforcement supply company)</li> <li>• <b>BONUS:</b> You may qualify for additional discounts on <u>BudsGunShop.com</u> because you are a Qualified Professional*.</li> <li>• Earn more at auction from a nationwide audience of bidders than you would be trading in your Firearms at your local dealer or auctioning locally.</li> <li>• Benefits directly support your agency and let you get the supplies you need with no up-front costs.</li> </ul>

### How does it work?

1. One to thousands of firearms securely moved via pick up or pack & ship, all at PropertyRoom.com's expense.
2. If items are shipped, PropertyRoom.com also supplies all shipping & packing materials (shipping boxes, bubble wrap, etc.) at the expense of PropertyRoom.com.
3. Secure transport, then stored, and processed by FFL partner.
4. Listed for auction on eGunner.com, leading U.S. firearms auction site and co-listed on BudsGunShop.com, established in 1998.

### Large Quantity Process (Depends on client location and # of firearms)

1. Notify us to pickup
2. FFL Partner (BudsGunShop.com / Buds Police Supply /eGunner.com) on-site asset logging & packing
3. FFL Partner securely hauls away (no haul away cost to client)
4. Assets secured in FFL Partner warehouse; audits, images, provides descriptions, lists for auction
5. Public online auction on eGunner.com and listed on BudsGunShop.com
6. FFL Partner ships to buyer's designated FFL Dealer or directly to FFL Dealer (if FFL Dealer is the buyer) (No shipment until PAID IN FULL)
7. FFL administers legal requirements prior to firearms transfer to buyer
8. We maintain audit records (including bidder/buyer contact information), provide dispositions, and remit payments in the form of cash proceeds, distributed via wire transfer or credit for Law Enforcement Supply gear

### Small Quantity Process (Depends on client location and # of firearms)

1. Document assets on manifest
2. Prepare assets for shipment (FFL Partner will supply and send shipping and packing materials (shipping boxes, bubble wrap, etc.) based on manifest list of assets, and shipment will be billed to FFL Partner (BudsGunShop.com)
3. Ship to FFL Partner via FedEx or UPS (at the expense of PropertyRoom.com)
4. Assets secured in FFL Partner warehouse; audits, images, provides descriptions, lists for auction

5. Public online auction on eGunner.com and listed on [BudsGunShop.com](http://BudsGunShop.com)
6. FFL Partner ships to buyer's designated FFL Dealer or directly to FFL Dealer (if FFL Dealer is the buyer) (No shipment until PAID IN FULL)
7. Buyer's FFL administers legal requirements prior to firearms transfer
8. We maintain audit records (including bidder/buyer contact information), provide dispositions, and remit payments in the form of cash proceeds, distributed via wire transfer or credit for Law Enforcement Supply gear

### **MobiCat® Gold In-Place Auction Services**

#### ***(Technology Application Enabled Asset Intake to Auction Sale; From a Tablet/Smartphone Directly to Auction)***

In addition to our full service solutions for picking up property and auctioning for our clients, PropertyRoom.com provides a comprehensive in-place solution for equipment and vehicle assets that are more sensible and cost-effective to leave in-place. Our system is user-friendly and available 24/7/365 to agency clients as well as bidders. Our listing service is available with a login for client personnel either on a desktop web browser or as an application on a mobile device. Our listing service provides a dashboard to assist personnel to navigate through the steps to intake and catalog assets before being loaded onto PropertyRoom.com's online auction platform.

PropertyRoom.com's revolutionary MobiCat® Gold In-Place Auction Service integrates a mobile cataloging application with an online auction platform to make the surplus asset liquidation process faster and much easier than traditional cataloging/uploading methods. The application allows clients to list the assets on their own time and at their leisure, but offers the user the control of opening bid prices, reserve prices, template auction descriptions and auction start and end times.

PropertyRoom.com's mobile cataloging application and service, MobiCat®, creates a streamlined, mobile process for documenting vehicles and equipment, taking digital images, and loading vehicle data for our client's assets. Our In-place services have the added capability of using MobiCat® with customizable capabilities and easy implementation depending on the situation.

- Easy-to-use mobile application documents over 25 asset attributes to increase the end value of assets
- MobiCat® syncs with Edmunds.com TMV® (True Market Value®)
- Access MobiCat® on your phone, tablet or desktop computer to track and monitor assets, 24/7/365
- Send property and/or vehicles to auction and receive a check when complete!

#### ***MobiCat® Features:***

1. Scan the VIN (Vehicle Identification Number) using autofocus camera on smartphone or tablet computer, MobiCat® automatically scans the VIN (Client does not have to manually enter VIN) and loads basic information, make, model, year of manufacture, feature codes, etc. (This step is bypassed if asset is not a vehicle/doesn't have a VIN.)
2. Add Features  
MobiCat® walks client through adding over 25 asset details and taking all the necessary photos (up to 40 photos) on mobile device. Parameters/defaults can be set on an asset type basis that directs user to take certain pictures, direct user to capture certain asset data, etc.
3. Easy Upload  
MobiCat® adds client assets to our auction site directly from mobile device. (NO MORE going out to the vehicle lot and taking pictures, writing descriptions and then uploading pictures to laptop or computer, uploading pictures and descriptions to auction site. MobiCat® is a completely turn-key solution

4. Preview for Internal Redeployment and then Auction on PropertyRoom.com. (Client may upload asset information directly to PropertyRoom.com LIVE FOR AUCTION or may request internal review previous to auction.)
5. Proceeds sent back to agency!

*Pre-Auction Activities:*

1. Upload of 40 digital photographs
2. Creation of detailed descriptions (with templates for your assistance) of your assets
3. De-identify / De-logo assets\* (\*Services available on a case by case basis.)
4. VIN scanning technology (eliminates user error by automatically scanning Vehicle Identification Numbers)
5. Use of MobiCat® integrated mobile application to document, list, auction/sell and track assets.
6. Integration with Edmunds.com TMV® (True Market Value®).

*Auction Activities:*

1. Using MobiCat® online auction template, post assets for sale via online auction catalog.
2. Regular marketing of assets
3. Conduct online auction reaching more than 1.7 million registered bidders.
4. Conduct public inspection periods (preview events)

*Post Auction Activities:*

1. Detailed audit trail available 24/7/365 online on a secured basis that records all bids received, the successful bidder and payment terms.
2. Collect the successful bid payment and remit proceeds due to each of client agency.
3. If asset is vehicle, Title and Registration Transfer
4. Put the agency or department in contact with successful bidder for final pick up of asset.

With MobiCat®, asset attributes and digital images can be easily uploaded into our mobile platform before being scheduled for auction on PropertyRoom.com. The MobiCat® In-Place application walks the user through the steps to gather all necessary information about each asset. This ensures all essential data is captured and included in the auction page template prior to loading the auction to PropertyRoom.com.

**Haul Away Auction Services (for Fleet and Large Equipment Assets)**

Our Haul Away Auction Services allows our clients to sell their surplus vehicles and other equipment in online auctions without having to store them in place, at their facilities/lot locations. The process is easy to follow and requires very little effort from the client. Sales can be held frequently so clients can avoid stockpiling assets in their yard, exposing them to potential inclement weather damage, vandalism, depreciation and deteriorating physical condition – flat tires, dead batteries, corrosion, etc. Our rapid turnover insures the agencies receive capital equipment funds to reinvest more quickly while at the same time significantly reduces the administrative burden on staff thus enabling them to work on more important tasks.

*This Service Includes:*

- Towing vehicles and equipment from agency storage location to one of 160+ vehicle auction yards across the United States
- Cleaning and photographing vehicles/assets
- Describing and listing agency vehicles/assets in our online auction catalog
- Conducting public inspection periods
- Responses to bidder's questions handled by our Bidder Customer Support team
- Conducting an online auction that reaches a local as well as national and international audience of bidders
- Public inspections held off agency or department premises – reducing liability and risk of lawsuits
- Selling vehicles/assets to the highest bidder
- Collecting the successful bid payment
- Facilitating title and registration transfer

- Delivering the vehicle to the successful bidder
- Remitting the proceeds due to agencies and departments
- Providing detailed audit trails for our clients' internal reporting and accountability requirements

*Benefits*

- Assets are offered and auctioned globally
- Ease of use and reduced time spent on routine processing
- Reduced liability for government agencies
- Less cost for storage and towing charges
- Higher returns on vehicle sales from attracting more and better bidders
- Automated processing of title and registration documents
- Detailed audit reports to maintain tight accountability on the assets clients are responsible for protecting
- 100% solution to client disposition needs because we also process totaled/wrecked and salvage title vehicles

We can expeditiously handle any client requirements on an on-going basis, throughout the year because we can conduct auctions daily. This results in a quicker return of client capital investment dollars for redeployment. We tow vehicles and other surplus equipment to the nearest vehicle storage facility, and we keep records of all assets and maintain manifest lists to support our audit trail. Clients can email information updates when more vehicles or equipment have come in to be sold and can track all assets and sales using Agency Web, our client-exclusive online tracking system.

Subcontractor facilities are superbly organized and disciplined. They have a full service record system to track the exact location of every vehicle in the facility lot. Fences surrounding the facilities are kept free of weeds, rubbish, or other material capable of offering concealment or assistance to an intruder attempting to breach the barrier. The area is well lit, with lighting around the perimeter. An aerial shot of an example of one of our subcontractor's facility yards can be seen below.



**Impound Auction Services**

Our Impound Auction Service is a full service solution for the public sector marketplace. The service was designed for seized or impounded citizen vehicles where the agency needs to store assets while deciding whether to release to back to a citizen or auction. The process includes storage, selling abandoned, seized, and forfeited vehicles as well as fleet vehicles.

*This Service Includes:*

- Towing vehicles from agency storage location, impound lot, or local tow companies

- Storing vehicles while awaiting resolution of their legal status or while awaiting citizen redemption
- Processing citizen returns upon proof of clearance from the client agency
- Cleaning and photographing vehicles
- Describing and listing agency vehicles in our online auction catalog
- Conducting public inspection periods
- Responses to bidder's questions handled by our Bidder Customer Support team
- Conducting an online auction that reaches a local as well as national and international audience of bidders
- Public inspections held off agency or department premises – reducing liability and risk of lawsuits
- Selling vehicles to the highest bidder
- Collecting the successful bid payment
- Facilitating title and registration transfer
- Delivering the vehicle to the successful bidder
- Remitting the proceeds due to agencies and departments
- Providing detailed audit trails for your internal reporting and accountability requirements

*Benefits*

- Ease of use and reduced time spent on routine processing
- Less cost for storage and towing charges
- Higher returns on vehicle sales from attracting more and better bidders
- Automated processing of title and registration documents
- Detailed audit reports to maintain tight accountability on the assets clients are responsible for protecting
- 100% solution to client disposition needs because we also process totaled/wrecked and salvage title vehicles

Please find marketing brochures of our services in Exhibit A. We have not included all our brochures, but see Exhibit A for examples of our service brochures.

3) What are your company's expectations in the event of an award?

PropertyRoom.com's expectations are to utilize our NJPA awarded contract with our prospective clients, which make it easier for us to capture clients. Government agencies/municipalities and law enforcement agencies may utilize a cooperative agreement that is awarded from a public agency and avoid the costly, tedious, and time consuming process of Request for Proposal. Our 2011 awarded NJPA contract for fleet and equipment auction services is very active and takes a central role in our sales team and company's efforts.

4) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.

Please see Exhibit B for Financial Statements.

5) Has your business ever petitioned for bankruptcy protection? Please explain in detail.

No, our company has never petitioned for bankruptcy protection.

6) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.

PropertyRoom.com is a service provider. We provide multiple solutions for surplus auction services. Please see below for our response to the specific question related to service providers.

- a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?

- b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

PropertyRoom.com maintains a designated Sales Team (all full time employees) for reaching out to prospective clients in the municipal and government entity space including law enforcement agencies, city municipalities, and county and state government entities. We also have a dedicated Client Services Team for our range of services offered. (E.g., We have a dedicated Fleet Auction Client Services Team, all full time employees) who are charged with managing our accounts and processes.)

We provide multiple solutions for surplus auction services including full service solutions where all aspects of the process are handled by PropertyRoom.com employees. Additionally, we utilize several subcontractors in providing some of our service solutions and/or some aspects of our particular service solutions. (For example, PropertyRoom.com utilizes subcontractors to facilitate the haul away and storage at 160+ locations in the United States.)

- 7) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.

We hold all required licenses and in the required states we are a Registered Internet Auction Listing Service. We have been a National Auctioneers Association (NAA) member since 2008.

As part of our Firearms Auction Services, we are a registered Federal Firearms Licensee (FFL) and our subcontractor for those solutions is also a registered Federal Firearms Licensee (FFL.)

As part of our Haul Away Auction Services program for vehicle and equipment assets, we verify any subcontractors we may use and ensure they hold the required licenses and certifications regarding related towing, dealer programs, broker programs, and any scrap requirements depending on the jurisdiction.

- 8) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.

We have had no suspension of disbarment events applied to our organization during the past ten years.

- 9) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Property & Evidence & Surplus Auction Services including Firearms Auction Services

In-Place Online Auction Services

Haul Away Online Auction Services

Auction Listing Services

### **Industry Recognition & Marketplace Success**

- 10) Describe any relevant industry awards or recognition that your company has received in the past five years.

Our company operates in a specific niche industry and as such there are no industry associations providing the customary platforms for awards and recognitions. However, many of our clients have been awarded in many different categories. For example, we currently handle all of the fleet and equipment auction services for the largest municipal fleet in the United States (City of New York / New York Fleet / New York City Department of Citywide Administrative Services) and their efforts on their utilization of our auction services we provide for them have garnered them many awards, including Leading Fleets and 100 Best Fleets.

- 11) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.

Please see below for four (4) references that may be contacted regarding PropertyRoom.com on one or more service solutions we offer.



	Reference # 1	Reference # 2	Reference # 3	Reference # 4
<b>Client Agency</b>	City of Chicago, IL Police Dept.	Las Vegas Metro, NV Police Dept. / Clark County, NV	City of Sacramento, CA	New York City Transit Authority
<b>Contact Name &amp; Title</b>	Lt. Liz Glatz, Property Clerk	Melisse Huffmaster, Director	Bobbie Small, Fleet Services	Mike Zacchea, Asst. Chief Operations Officer, Asset Recovery
<b>Phone Number</b>	312.746.6762	702.828.3488	916.808.6711	203.946.6315
<b>Email Address</b>	<a href="mailto:Elizabeth.glatz@chicagopolice.org">Elizabeth.glatz@chicagopolice.org</a>	<a href="mailto:M7254H@lvmpd.com">M7254H@lvmpd.com</a>	<a href="mailto:bsmall@cityofsacramento.org">bsmall@cityofsacramento.org</a>	<a href="mailto:Michael.zacchea@nycct.com">Michael.zacchea@nycct.com</a>

- 12) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

	Entity Type	State Located	Scope	Avg transaction \$ amount	\$ Volume 2013 – 2015 (last 3 years)	Item count
1	Municipal Agency	NY	Auction - Fleet & Large Equipment	\$2,552	\$20,927,864	8200
2	State Agency	CT	Auction - Fleet & Large Equipment	\$2,510	\$5,020,885	2000
3	Municipal Agency	NY	Auction - Fleet & Large Equipment	\$3,803	\$3,950,845	1039
4	Municipal Agency	VA	Auction - Fleet & Large Equipment	\$2,036	\$2,027,811	996
5	Law Enforcement Agency	NY	Auction - Personal Property	\$101	\$1,687,839	16,757
6	Law Enforcement Agency	IL	Auction - Personal Property	\$98	\$1,318,951	13,441
7	Municipal Agency	NJ	Auction - Fleet & Large Equipment	\$4,114	\$1,308,359	318
8	Municipal Agency	CA	Auction - Fleet & Large Equipment	\$2,546	\$1,227,579	482
9	Law Enforcement Agency	CA	Auction - Personal Property	\$74	\$889,140	11,994
10	Municipal Agency	NV	Auction - Personal Property	\$65	\$435,342	6,670

- 13) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

An overwhelming majority of our clients are in the government sector. Our percentage of sales in the government sector is approximately 75%. Our percentage of sales in the education sector is less than 5%. With more than 3,000 law enforcement clients, PropertyRoom.com is the leading full service internet auction services company serving the law enforcement community in the United States. The other 1,000+ client accounts we serve are federal, state, county, and municipal government agencies including City and State Administrative Services, Drug Task Forces and Fire, Fleet, IT, and Public Works departments.

- 14) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Aside from our National Joint Power's Alliance (NJPA) agreement, we also hold co-op agreements with Texas Multiple Award Schedule (TXMAS), and NASPO ValuePoint (NASPO). TXMAS is designated for Texas based municipalities and agencies only. With New Mexico as the lead state, NASPO has been adopted by several state government purchasing departments, but has not been adopted in all 50 states.

We have not utilized the NASPO agreement in order to sign a client to our service solutions. While we were awarded the TXMAS agreement in Q3, 2013, we did not immediately have clients signed up under this agreement. Under the TXMAS agreement for Texas-based agencies only, we have generated the following sales volume for the last three (3) years.

<b>TXMAS Co-op Agreement</b>	
FY2013 GMV	\$0.00
FY2014 GMV	\$96,425
FY2015 GMV	\$42,924

- 15) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

We do not currently hold any GSA contracts.

**Proposer's Ability to Sell and Deliver Service Nationwide**

- 16) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.

- a) Sales force.
- b) Dealer network or other distribution methods.
- c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

PropertyRoom.com services clients nationwide and operates in all 50 states. We currently have six (6) sales team members (all FTE's), covering all 50 states, that target the government and law enforcement agency sectors. Our sales team members are headquartered/based in these states: California, Maryland, Hawaii, Kentucky and Florida. We have sales coverage both regionally and on a nationwide scale. Our dedicated Sales Team offers and promotes our services to prospective clients depending on the service needs of the agency.

Our Sales Team Members work closely with our Client Services teams (all FTE's) and Customer Service Teams (all FTE's) to ensure proper hand-off (Safe Passage) of new clients as they are added to our system and begin utilizing our services. Our Client Services teams are responsible for the ongoing operations and management (account management) of our clients. Our Sales Team is incented to win new clients and create New Service Revenue for the Company.

In addition to PropertyRoom.com employees serving our clients nationwide, we have multiple subcontractors in place to assist in providing particular aspects of our auction service solutions. We utilize a subcontractor for our Firearms Auction Services, and we utilize several subcontractors for Haul Away

Auction Services for Fleet and Large Equipment. This gives us the ability to haul away these types of assets to more than 160 yards/auction locations across the United States.

- 17) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

We have two support streams within our company to maintain our multiple service solutions. Our Agency Client Services department works with client agencies to ensure smooth transfer of assets as they go to auction depending on the service offering being utilized. They are available 8:00 A.M. EST to 6:00 P.M. EST Monday through Friday. We employ dedicated Client Services Teams.

Examples:

- Portables Client Services Team
- Firearms Auction Services Team
- Fleet and Large Municipal Asset Client Services Team with subsets of:
  - In Place Auction Client Services Teams
  - Haul Away Auction Client Services Teams.

Our Agency Client Services department works with client agencies to ensure smooth transfer of assets as they go to auction. If a client is using one of our minimal approach services that require hands-on assignment by client personnel, PropertyRoom.com will provide all necessary training using various methods to make sure the client maximizes their experience with our mobile application platform.

If a client is using a PropertyRoom.com full service solution, there is very little training necessary. We schedule a Welcome Call so Agency Client Services can introduce themselves to client employees involved in vehicle and/or surplus asset management and disposition. Training is set up on our Welcome Call to show our clients how to manifest their assets, utilize their online reporting account, and where to find reports on their assets on our proprietary online reporting system, Agency Web. If additional training is required, our Agency Client Services personnel are always available to assist with understanding our systems, process, and procedures.

We also have a Safe Passage program for client agencies, ensuring that all questions are answered, as our Client Services Teams proactively contacts our client base on a regular basis. Our Agency Client Services teams' goal and charge is to continually follow-up to ensure client satisfaction. We take a personal approach when working with our client agencies to make sure they are happy and all of their questions and concerns are answered on a timely basis. Our staff in Agency Client Services is easily available by email and telephone for our client agencies to reach out to if they have any questions or concerns.

As we are an online auction company that serves thousands of governmental clients and serves more than 1.7 million registered bidders, we have two facets when it comes to needed support. Our bidder customers on our website require support for various auction process related reasons. Our Bidder Customer Support team works with our customers to answer any questions throughout the auction process. Bidder Customer Support is available by phone and email from 6:00 A.M. PST to 5:00 P.M. PST Monday through Friday. Our response time goal for all Customer Service inquiries and issues is Same Day and no more than 24 hours.

- 18) Identify any geographic areas of the United States or NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

PropertyRoom.com serves all geographic areas and NJPA Member sectors in the United States. We do not have any geographic areas in the United States that we cannot serve in every aspect of our auction services. We do not have any service limitations in the United States. We do not have any other cooperative purchasing contracts that limit our ability to promote another contract.

- 19) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

We do not have any specific restrictions for NJPA Members in Hawaii or Alaska or any U.S. Territories.

## **Marketing Plan**

- 20) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.

PropertyRoom.com is very well familiar with NJPA and has received ongoing training since our original awarded contract inception date, June 21, 2011. We look forward to continuing our internal training process (which involves weekly contract discussions and SWOT analysis management), and we will continue to attend NJPA-sponsored events (including Get to Know You-NJPA meetings and H20.) Our NJPA contract with pricing is published on our intranet and every employee has ready access for client utilization.

- 21) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

We are very proud to have an NJPA-awarded contract and would continue to promote this fact to potential and existing clients should our contract be renewed. Not only do we include our awarded contract information in each and every sales presentation deck we present, but it is also clearly displayed at the 35+ sales conferences, trade shows and seminars we attend annually with the "NJPA-awarded" contract flag prominently displayed. In addition we distribute a "The Real Value of NJPA" flyer to potential and existing clients to increase awareness for NJPA and show the benefits to joining. We also include our NJPA-awarded contract information and a link to our page on the NJPA website, in all of our Sales Team and Client Services Team Member's email signatures. We also proudly link to the NJPA website on our Partners page of our website. Example: When we signed City of Houston, TX, (to handle all of the auction services for Fleet and Equipment in the City of Houston), we engaged NJPA to do a joint press release (with quotes from both our NJPA contract manager and our SVP of Sales), which received national attention and media pickup.

Please see Exhibit C for a slide deck that compiles visuals of some of the places we promote the NJPA-awarded contract.

- 22) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

We use technology and digital data to enhance our marketing effectiveness for all of our marketing campaigns. As we assist our clients with our unique set of auction services and help auction our clients' goods for them online, it is extremely important that we drive interested customers to their auctions and convert them to bidders to increase the proceeds; conversely, for our current 3,000+ agency clients and 14,000+ agency target list prospects, we do this by implementing promotions and campaigns across multiple marketing channels – on site messaging, regular targeted email campaigns, social media campaigns and regular posts across Facebook, Twitter, Google+ YouTube and Pinterest, pay per click advertising across search engines, SEO tactics, online display and remarketing ads, blogging, and Public Relations efforts with press releases and media outreach to drive interest nationwide and in local communities. We have been featured on many national, regional and local news programs (including CNN-TV, CNN.COM, Fox News TV, and FoxNews.com. An example of a digitalized press release featuring City of Houston, TX, PropertyRoom.com and NJPA is featured here: <http://www.prweb.com/releases/2015/08/prweb12884425.htm>. We utilize data based on clients and customer's interests and customer's past bidding experiences to target all messages and appeal to customers to increase conversion rate, which in turn will increase proceeds for our clients.

- 23) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

The NJPA-awarded contract is paramount to our sales process. It is prominently featured in our sales collateral tools and is a main talking point with all potential clients. We approach 100% of our prospects

with the utilization of our NJPA Awarded Vendor Contract. We believe there are many benefits for our potential and existing clients to be part of the NJPA therefore it is integrated into our marketing (both external and internal) as we communicate our online auction solutions and services.

PropertyRoom.com would continue to rely on NJPA staff to assist in training our Sales Team members on the NJPA process and answer questions that may come up about a potential client. We have frequently utilized our NJPA contract manager and have arranged conference calls with our prospective clients and at the approval of our contract manager, have asked our prospective clients to contact our contract manager directly. We would take advantage of the contract award to issue a joint press release with NJPA to announce our renewed alliance. We also appreciate the inclusion on NJPA materials as well as the website so when members are searching for solutions to their problems, we may be presented as an option.

- 24) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

At PropertyRoom.com we offer an online auction platform and we offer a range of services depending on clients' needs. Our range of services varies from a technology enabled auction listing service to a full and complete turnkey services solution that includes pick-up/haul away of assets, auditing services, authentication services and computer / tablet/smart phone, etc. disk wiping and/or destruction services. As we offer services and not products, our e-procurement ordering process is tailored to potential clients reaching out to us and is inquiry based. On our website, we offer an electronic outreach form where potential clients can fill in their information so that one of our Sales Team Members can contact them with more details. The appropriate Sales Team member will then reach out and learn about the potential client's interests and needs and work cooperatively to find a solution.

### **Value-Added Attributes**

- 25) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

Since PropertyRoom.com offers a full service solution to online auctions for all client agencies, there should be very little training necessary beyond the Welcome Call with our Client Services department. If client agencies require additional guidance after the Welcome Call with Agency Client Services team, we will set up additional and ongoing training. We maintain GoToMeeting accounts for managers to train client agencies online with a hands-on approach to show them how to utilize their Agency Web account to maintain visibility of asset inventory and where to find reports on their surplus items. We provide a personal approach to working with our client agencies so they always have access to our reporting system.

If a client is using one of our minimal approach services that require more hands-on assignment by client personnel, PropertyRoom.com will provide all necessary training using various methods to make sure the client maximizes their experience with our mobile application platform.

Our Agency Client Services team is there to continually follow-up to ensure client satisfaction. We take a personal approach when working with our client agencies to make sure they are happy. Our staff in Agency Client Services is easily available by email and telephone for our client agencies to reach out to if they have any questions or concerns.

- 26) Describe any technological advances that your proposed products or services offer.

PropertyRoom.com's revolutionary mobile application, MobiCat®, integrates a unique mobile cataloging application with an online auction platform to make the surplus asset liquidation process faster and much easier than traditional cataloging/uploading methods. The mobile application allows clients to list the assets on their own time and at their leisure, but offers the user the control of opening bid prices, reserve prices, template auction descriptions and auction start and end time. MobiCat® also utilizes laptop/desktop integration if the client prefers.

PropertyRoom.com's mobile cataloging application and service, MobiCat®, creates a streamlined, mobile process for documenting vehicles and equipment, taking digital images, and loading vehicle data for our Client's assets. Our In-place services have the added capability of using MobiCat® with customizable capabilities and easy implementation depending on the situation.

MobiCat® integrates a mobile application with an online auction platform to make surplus fleet, impound, automotive and equipment liquidation process faster and easier. Additional details about MobiCat® are within our response.

- 27) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

See below for *PropertyRoom.com's Green Policy Statement*.

**Values:** Through our online auction sales and information services, PropertyRoom.com works with a wide variety of city, county, and state clients as well as manufacturers, distributors and other private parties seeking to monetize seized, surplus and found assets, giving these assets new life by selling to buyers who will extract residual asset use and value. The very essence of our services involves a form of recycling by redeploying assets for extended use and thereby reducing or delaying additional raw material consumption and reducing landfill use. While our clients, as well as PropertyRoom.com, seeks proceeds optimization consistent with our mandates, our mutual goals and values go beyond monetization. We seek to use only the resources we need, leaving as small a footprint as possible while delivering innovative, high value internet services.

**Practices:** The initial emphasis of our Green Policy revolves around the following areas:

a) **Document Management & Recycled Paper Usage.**

We seek to decrease our clients' and our own consumption of paper as well as increase our usage of paper that contains recycled content. These ambitions manifest in several current Company practices:

- Use of online electronic reports for internal purposes
- Production of online electronic reports for clients
- Deployment of recycled paper products for printing and packaging materials

b) **Metal Recycling**

Metal Recycling Many products our clients seek to monetize are comprised mainly of metals. When attempts at monetization fail because these products have reached the end of their useful lives, we put the composite metals to reuse by scrapping at metal reclamation facilities.

c) **Responsible Disposition of Hazardous Electronic Waste**

Many types of electronic products that our clients seek to monetize contain hazardous materials. When attempts at monetization fail because these products have reached the end of their useful lives, some are considered hazardous waste. Our Company is committed to disposing of such products in a responsible manner. Currently we manage an internal, online directory of facilities that we exclusively use for disposing of such electronic goods. All of these facilities are licensed by the U.S. Federal EPA.

**Audit Trail:** Our internal systems allow us to track the final disposition of assets that we fail to monetize via auction. In the event that we fall short of our ambition to dispose of assets in an optimal manner, we can track the circumstances (asset numbers and descriptions, clients, dates, and operations personnel), allowing for continuous review and optimization of our disposition practices.

- 28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

While we do not possess WMBE or SBE accreditations ourselves, we do make a commitment to utilize such business enterprises as suppliers of services for us in fulfilling our existing contracts. For example, we make efforts to source our towing contractors, fuel suppliers, temporary labor, and other goods and services we require from WMBE and SBE entities.



29) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

As the majority of NJPA members are government agencies, we are perfectly positioned to provide our unique range of solutions and auction services because they are designed specifically to meet the needs of our target client market: government agencies and law enforcement agencies. We have detailed our many unique attributes in the body of this response, under Question 2. PropertyRoom.com has returned millions to local communities as a result of our online auctions of assets seized and recovered by government agencies and other municipal asset surplus property. Additionally, many government agency clients use our services to auction off seized/abandoned vehicles as well as fleet vehicles/equipment and other surplus assets. PropertyRoom.com has auctioned off thousands of vehicles for government agencies, dramatically increasing the net financial returns for these client agencies. We are a Federal Firearms Licensed Dealer (FFL) and subcontract our Firearm Auction Services to BudsGunShop.com a Federal Firearms Licensed Dealer (FFL) and the largest online retailer of firearms in the United States.

Unlike traditional parking lot auctions, websites where one person sells to another, live/webcast auctions and other online auctions, PropertyRoom.com stands behind the items we sell. We are able to do that because of the meticulous asset intake processes that we employ. This brings peace of mind to bidders who otherwise would be wary of "here today and gone tomorrow" or "buyers beware" sellers. This also encourages higher bidding activity and increased returns on assets. We handle all aspects of the fulfillment process including authentication, certification, data erasure, order processing, payment collection, packaging, shipping to the winning bidder, and Customer Service. These unique quality services we offer to our customers are beneficial for our client agencies because we have a continuous flow of reliable bidders on our website.

*Our Services*

PropertyRoom.com provides a variety of unique auction service solutions on a nationwide scale ranging from full service including pickup and process of small property assets to listing services for larger equipment and vehicles. Our Portables Auction Service is handled completely by PropertyRoom.com employees to ensure strict accountability and chain-of-custody procedures consistent with law enforcement standards. PropertyRoom.com does not just pick up and store property assets before auctioning online, we provide a thorough authentication process for high-value assets to ensure bidder confidence in the items sold on our website in order to provide maximum returns on client assets.

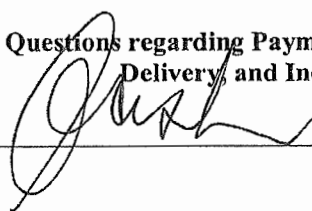
Since we were started by former law enforcement officers, we understand the need for total transparency within our company. We have a straightforward policy of documenting everything and maintaining an audit trail not only for us, but for our client agencies as well. We immediately assign a unique SKU number to all items pulled from the truck that picked up property at the client location and log those reference numbers into our computer system. Barcode stickers with SKU numbers get produced in duplicate by our Agency Client Services team and are sent to the client for use during the manifest creation process. Our client agencies can then follow the chain-of-custody by tracing barcoded items using Agency Web, our online client tracking system.

30) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

While we currently auction and sell assets to and from Canada, we do not currently provide auction services to government agencies in Canada. As one of our Haul Away Auction Services' subcontractors has a large geographic footprint with multiple Canadian auction lot/vehicle storage locations, we are able to provide Haul Away Auction services to NJPA member agencies in Canada. In the event we work with NJPA member agencies in Canada, we will find the best solution possible to provide them with auction services.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

Signature: \_\_\_\_\_



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

4/11/2016



**PROPOSER INFORMATION**

Company Name: PropertyRoom.com, Inc.

Address: 5257 Buckeystown Pike, Suite 475

City/State/Zip: Frederick, MD 21704

Phone: 240.751.9123

Fax: 240.230.0229

Toll-Free Number: 800.799.2440

E-mail: donaldnemer@propertyroom.com

Website Address: www.propertyroom.com

**COMPANY PERSONNEL CONTACTS**

**Authorized signer for your organization**

Name: Andrew J. Nash, President & CEO

Email: andrewnash@propertyroom.com Phone: 240.751.9123

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

**Who prepared your RFP response?**

Name: Kathryn Coles Title: Contracts & Proposals Coordinator

Email: kathryncoles@propertyroom.com Phone: 240.751.9119

**Who is your company's primary contact person for this proposal?**

Name: Donald Nemer Title: Senior Vice President of Sales

Email: donaldnemer@propertyroom.com Phone: 240.233.9720

**Other important contact information**

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_



**Form C**


**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: PropertyRoom.com, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		No exceptions.	

Proposer's Signature:  Date: 4/11/2016

**NJPA's clarification on exceptions listed above:**

**FORM D**



**Formal Offering of Proposal**  
(To be completed only by the Proposer)

**SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS**

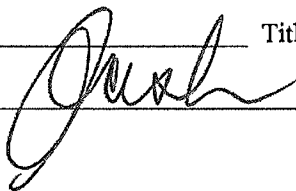
In compliance with the Request for Proposal (RFP) for SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: PropertyRoom.com, Inc. Date: 4/11/2010

Company Address: 5257 Buckeystown Pike, Suite 475

City: Frederick State: MD Zip: 21704

Contact Person: Donald Nemer Title: Senior Vice President of Sales

Authorized Signature:  Andrew J. Nash  
(Name printed or typed)



**Contract Acceptance and Award**

**(To be completed only by NJPA)**

**NJPA #041316** \_\_\_\_\_

PropertyRoom.com, Inc.

**Proposer's full legal name**

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_ and continue until- \_\_\_\_\_ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #041316**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #041316**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

**Vendor Name** PropertyRoom.com, Inc.

Vendor Authorized signature: \_\_\_\_\_ Andrew J. Nash  
(Name printed or typed)

Title: President & CEO

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #041316**

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: PropertyRoom.com, Inc.

Address: 5257 Buckeystown Pike, Suite 475

City/State/Zip: Frederick, MD 21704

Telephone Number: 240.751.9123

E-mail Address: donaldnemer@propertyroom.com

Authorized Signature: *[Handwritten Signature]*

Authorized Name (printed): Andrew J. Nash

Title: President & CEO

Date: 4/11/2016

**Notarized**

**KATHRYN MARIE COLES  
NOTARY PUBLIC  
MONTGOMERY COUNTY  
STATE OF MARYLAND  
MY COMMISSION EXPIRES  
JUNE 29, 2016**

Subscribed and sworn to before me this 11<sup>th</sup> day of April, 2016

Notary Public in and for the County of Montgomery State of MD

My commission expires: June 29, 2016

Signature: *[Handwritten Signature: Kathryn Marie Coles]*



**Form P**

**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: PropertyRoom.com, Inc.

Questionnaire completed by: Kathryn Coles

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?

As an online auction company, PropertyRoom.com retains a commission percentage of each auction; therefore the client will not have to remit payment to us under any terms.

PropertyRoom.com employs the same standard reconciliation and payment process for 100% of its client agencies. Once a month, PropertyRoom.com reconciles all auction items closed and paid for the previous calendar month and prepares payment to client agencies. We mail checks for client net proceeds to each of our client agencies based on the reconciliation for the previous calendar month auction results.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

PropertyRoom.com provides service solutions that are revenue-generating opportunities for client agencies. This frees up any need to find money in the agency's budget in order to utilize our services.

With our monthly net proceeds remittance process, there is no need for leasing or financing options in order to utilize our service solutions. We will remit net proceeds to client agencies on a monthly basis.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

At PropertyRoom.com we offer an online auction platform and we offer a range of services depending on clients' needs. Our range of services vary from a technology enabled auction listing service to a full and complete turnkey auction services solution that includes pick-up/haul away of assets, auditing services, authentication services and computer / tablet / smart phone, etc. disk wiping and/or destruction services. As we offer services and not products, the ordering process is either potential clients reaching out to us and our Sales Team doing active outreach to prospective clients agencies who may find out service solutions beneficial.

On our website, we offer an electronic outreach form where potential clients can fill in their information so that one of our Sales Team Members can contact them with more details. The appropriate Sales Team member will then reach out and learn about the potential client's interests and needs and work cooperatively to find a solution.

Our CRM database holds the information on each client agency account and all related sub-accounts. We do not have a dealer network for our services. We maintain the account management for all clients even when working with a subcontractor. We internally track any clients that have signed up using NJPA as the contract vehicle and cross reference our list when preparing the quarterly sales report to NJPA.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

As an online auction company, PropertyRoom.com retains a commission percentage of each auction; therefore the client will not have to remit payment to us nor use a P-card under any circumstances.

**Warranty**

5) Describe in detail your manufacture warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
- Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
- What are your proposed exchange and return programs and policies?

PropertyRoom.com provides a web-based system of online auction solutions for our agency clients and it can be accessed using any regular web based browser. There are no warranties applicable for our services.

6) Describe any service contract options for the items included in your proposal.

There is no service agreement applicable for the types of service solutions we offer. PropertyRoom.com operates all systems in a virtualized environment, and we are not restricted by hardware. The client agencies only need to be able to access our web-based system via a regular internet search engine.

**Pricing, Delivery, Audits, and Administrative Fee**

7) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

We do not have SKUs for our service solutions proposed in this RFP response. We do not charge a listing fee for each auction listing on our website. We keep a commission percentage of the Winning Bid of an item. We also do not charge training fees, start-up costs, Advertising costs to our client agencies, or fees for our value added services (for example on our Portables Auction Service, we pick up assets, audit, image, write descriptions, authenticate, perform disk erasure, provide refurbishment on certain items, etc. These value added services are included in our auction commission.) Please see below for our pricing breakdown by service level proposed in this RFP response.

Portables Auction Service – Fee Breakdown			
		PR.com Standard Pricing	NJPA Pricing
1	PropertyRoom.com Auction Commission % for non-bicycle assets	50% of the Winning Bid	50% of the first \$1,500 of the Winning Bid and 25% of the Winning Bid portion that exceeds \$1,500.
2	PropertyRoom.com Auction Commission % for bicycle assets	85% of the Winning Bid	85% of the Winning Bid

3	Payment Processing Cost ("PP Cost") e.g., credit card fees	3% of the Sales Price (includes Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a buyer)	3% of the Sales Price (includes Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a buyer)
4	Shipping Fee	If assets are transported via common carrier and not picked by Contractor, a shipping fee will apply	If assets are transported via common carrier and not picked by Contractor, a shipping fee will apply
5	Fuel Surcharge	See table below	See table below

If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Client Net Proceeds for each Portable Manifest that we haul away. There is no Fuel Surcharge on items shipped to us.

### Fuel Surcharge Schedule

Retail Diesel (per gal)	Fuel Surcharge*
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20
\$ 4.00 to \$ 4.49	\$ 49.60**

\* Divides across locations and/or sub-accounts picked-up same day

\*\* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

In-Place Auction Service – Fee Breakdown			
		PR.com Standard Pricing	NJPA Pricing
1	PropertyRoom.com Auction Commission %	5% of the Winning Bid	2.5% of the Winning Bid

Haul-Away Auction Service – Fee Breakdown			
		PR.com Standard Pricing	NJPA Pricing
1	PropertyRoom.com Auction Commission %	12.5% of the Winning Bid	12.5% of the Winning Bid
2	Light Tow	\$10 for every \$10 miles over the 1st 30 free miles	\$10 for every \$10 miles over the 1st 30 free miles
3	Medium Tow	Billed at cost by subcontractor	Billed at cost by subcontractor
4	Heavy Tow	Billed at cost by subcontractor	Billed at cost by subcontractor
5	Re-list / Re-run	Three listings included and \$35.00 per additional re-list on 4 <sup>th</sup> attempt due to any type of client imposed bidding restriction	Three listings included and \$35.00 per additional re-list on 4 <sup>th</sup> attempt due to any type of client imposed bidding restriction
6	Storage - light & medium duty	\$5.00 / day over 30 days past pickup date	\$5.00 / day over 30 days past pickup date for client imposed issue (e.g., reserve price not met or title issue)
7	Storage - heavy duty	\$8.00 / day over 30 days past	\$8.00 / day over 30 days past pickup date



		pickup date	for client imposed issue (e.g., reserve price not met or title issue)
8	De-identification	\$20.00 / quarter hour	\$20.00 / quarter hour
9	Decal Removal	\$45.00	\$45.00

Impound Auction Service – Fee Breakdown			
		PR.com Standard Pricing	NJPA Pricing
1	PropertyRoom.com Auction Commission %	12.5% of the Winning Bid	12.5% of the Winning Bid
2	Light Tow	\$10 for every \$10 miles over the 1st 30 free miles	\$10 for every \$10 miles over the 1st 30 free miles
3	Medium Tow	Billed at cost by subcontractor	Billed at cost by subcontractor
4	Heavy Tow	Billed at cost by subcontractor	Billed at cost by subcontractor
5	Re-list / Re-run	Three listings included and \$35.00 per additional re-list on 4 <sup>th</sup> attempt due to any type of client imposed bidding restriction	Three listings included and \$35.00 per additional re-list on 4 <sup>th</sup> attempt due to any type of client imposed bidding restriction
6	Owner Storage Fees	\$7.50 / day	\$7.50 / day
7	Citizen Storage Fees	\$15.00 / day	\$8.00 / day
8	De-identification	\$20.00 / quarter hour	\$20.00 / quarter hour
9	Decal Removal	\$45.00	\$45.00

Firearms Auction Service – Fee Breakdown			
		PR.com Standard Pricing	NJPA Pricing
1	PropertyRoom.com Auction Commission %	50% of the Winning Bid	50% of the first \$1,500 of the Winning Bid and 25% of the Winning Bid portion that exceeds \$1,500.
2	Payment Processing Cost ("PP Cost") e.g., credit card fees	3% of the Sales Price (includes Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a buyer)	3% of the Sales Price (includes Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a buyer)

8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range is approximately 25% of our standard pricing.

9) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

\_\_\_\_\_d. other than what the Proposer typically offers (please describe).

- 10) Describe any quantity or volume discounts or rebate programs that you offer.

We do not offer any volume rebates or quantity discounts. We provide a service and are not offering products to members under this contract.

Our pricing structure is already discounted to our government, educational and non-profit client agencies. For example, when we negotiated with one of our larger subcontractors for haul-away services of vehicle and large equipment assets, we absorbed some of the usual and customary fees levied by local auction companies including towing for the first thirty (30) miles and cleaning and preparation fees for vehicles. These services are bundled in our contractor commission percentage of the winning bid for these vehicles.

- 11) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

All of our fees are noted in the pricing section of this proposal. Our main commission is a percentage of the winning bid, but we also detail any potential fees depending on the service level requested.

In our Haul-Away Services solution for client vehicle and large equipment assets, we note in our pricing that medium and heavy tows that may require additional tow equipment beyond a standard vehicle transporter. These will be billed at cost based on quotes received from local tow providers under our subcontractor.

- 12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Any additional fees that may occur for services will come from PropertyRoom.com. Our pricing breakdown does mention a shipping cost for our Pack & Ship program to clients using our Portables Auction Service where we do not pick up the assets. We have discounted rates with a national courier service and pass these discounts onto our clients. Depending on what clients are shipping to us, we won't know the cost ahead of time since fees are based on weight. We split the cost of shipping items to us from client locations and identify this in our reporting to client agencies.

- 13) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Our buyers are responsible for the costs of delivery/shipping of sold assets. (NJPA Members are not.)

- 14) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Our buyers are responsible for the costs of delivery/shipping of sold assets. (NJPA Members are not.)

- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal.

PropertyRoom.com provides multiple service solutions nationwide, but there are no products for delivery. We provide our services nationwide and work with clients and potential clients to find the best solution for all.

- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

PropertyRoom.com maintains the account management for all clients even when working with a subcontractor. We are the Primary and Sole Point of Contact with our clients and control all client payments. We internally track all clients that have utilized NJPA as the contract vehicle and note it in our CRM database which holds all the information on each client.

PropertyRoom.com's contract administrator cross references the NJPA client list when preparing the quarterly sales report to NJPA to ensure all clients under NJPA are included.

- 17) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract; it is not a line item addition to the Member's cost of goods.

We propose a 2% administrative fee payable to NJPA and calculated as a percentage of our net service revenue we receive from agreements executed under the NJPA national contract awarded as a result of this RFP.

**Industry-Specific Questions**

- 18) What is your US market share for the solutions that you are proposing in this response?

With more than 3,000 law enforcement clients, PropertyRoom.com is the leading full service internet auction services company serving the law enforcement community in the United States. The other 1,000+ client accounts we serve are federal, state, county, and municipal government agencies including City and State Administrative Services, Drug Task Forces and Fire, Fleet, IT, and Public Works departments.

- 19) What is your Canadian market share (if any) for the solutions that you are proposing in this response?

While we currently auction and sell assets to and from Canada, we do not currently provide auction services to government agencies in Canada. As one of our Haul Away Auction Services' subcontractors has a large geographic footprint with multiple Canadian auction lot/vehicle storage locations, we are able to provide Haul Away Auction services to NJPA member agencies in Canada. In the event we work with NJPA member agencies in Canada, we will find the best solution possible to provide them with auction services.

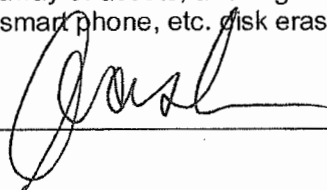
- 20) Identify the role of any subcontractors or third parties that will be involved in implementing your proposal.

We utilize subcontractors for certain aspects of our Haul-Away vehicle and large equipment assets online auction services (ranging from hauling/storage/asset intake to hauling/storage/asset intake/auction. We also utilize a subcontractor to facilitate our Firearms Auction Services.

- 21) Indicate which category of auction service (A through D) that you provide: A) online auction services, B) on-site live auction services, C) live streaming auction services, or D) any combination of auction services. Supply enough detail to substantiate that the Proposer properly fits within the indicated category.

PropertyRoom.com provides multiple solutions under Category A.) online auction services. We offer an online auction platform and a range of services depending on clients' needs. Our range of services varies from a technology enabled auction listing service to a full and complete turnkey services solution that includes pick-up/haul away of assets, auditing services, refurbishment services, authentication services and computer / tablet/smart phone, etc. disk erasure and/or destruction services.

Signature: \_\_\_\_\_



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

4/11/2016

# PROPERTYROOM.COM ONLINE AUCTION SERVICES

*Turn your headaches into cash*

Property & Evidence | Firearms | Vehicles & Equipment  
Law Enforcement | Government | Municipality | Surplus



PropertyRoom.com helps departments across the country to:

- 🕒 Eliminate clutter
- 📦 Reduce storage & handling costs
- 🔒 Safely & securely liquidate assets
- 💰 Increase proceeds
- 🔗 Employ chain-of-custody practices

✉ [Sales@PropertyRoom.com](mailto:Sales@PropertyRoom.com)



# EARN MORE PROCEEDS FOR YOUR AGENCY WITH PROPERTYROOM.COM'S

## *Online Auction Platform & Services*

**You have enough to do without auctioning property and evidence, firearms or fleet and equipment. That's where PropertyRoom.com comes in.**

With PropertyRoom.com you'll benefit from:

- 1.7 million registered bidders
- Live customer support for your agency during business hours
- Payments on proceeds from auctions each month
- 24 / 7 / 365, fully transparent tracking and visibility of your property via our proprietary asset tracking system
- 100% solution to your disposition needs



### Property & Evidence

We handle everything from asset pick-up & evaluation to auctioning to post auction accountability.

- Scheduled pick-ups
- Photographing, cleaning, sorting, and assessing the condition of assets
- Consistent marketing support to increase visibility and end value
- Process payments and ship won auction assets to winning bidders
- Additional Added Service: Return of lost or stolen assets when citizens prove any asset on our site is rightfully theirs



### Vehicles & Equipment


- Haul away your headaches or sell in place.
- Auction your assets from coast to coast, and worldwide
- Processing citizen returns upon proof of clearance from your agency
- Haul Away your headaches or sell In Place - from your lot to our Online Auction
- Streamline your auctions with **MobiCat**, our mobile application that integrates with our online auction platform



### Firearms (Seized, Unclaimed or Service Firearms)

Earn more at auction from bidders nationwide than you would by selling to / trading in at your local dealer or auctioning locally.

- Federal Firearms Licensee (FFL)
- Partnered with leading online firearms auction site, FFL to FFL
- Secure, fast & easy process
- Monetize your firearms anonymously
- Earn with Proceeds or Dollar-for-Dollar Credit for LE Gear
- Transparent and fully auditable (Chain of Custody Intact) Compliant with ATF, Title 18, U.S. Code, Ch. 44 and NFA (26 U.S.C., Ch. 53)

 [Sales@PropertyRoom.com](mailto:Sales@PropertyRoom.com)



**PROPERTYROOM.COM**



# ABANDONED, SEIZED, FORFEITED, IMPOUND & FLEET VEHICLES & EQUIPMENT

*Online Auction Platform & Services*



- ONLINE AUCTIONS EXPOSED TO MORE THAN 1.7 MILLION REGISTERED BIDDERS
- FULL TRANSPARENCY AND ACCOUNTABILITY WITH ONLINE, 24/7/365 ACCESS TO ASSET REPORTS
- MULTIPLE AUCTION SERVICES TO FIT YOUR AGENCY'S NEEDS
- WITH OUR FULL-SERVICE OFFERING, YOU CAN FOCUS ON MORE MISSION CRITICAL WORK

S E R V I N G  
**OVER 3,000**  
Law Enforcement &  
Other Municipal Agencies



**PROPERTYROOM**.COM

# One reliable source. Turn-key service. Detailed audit trail.

## **You have enough to do without auctioning vehicles and equipment. That's where PropertyRoom.com comes in.**

Clearing out abandoned, seized, forfeited, impounded, fleet vehicles and equipment is no longer your problem. **PropertyRoom.com** takes the process off of your plate with our online auction platform and services. We keep your assets moving, maximize selling prices, and provide a comprehensive audit trail. We pick-up, process, and provide customer service and fulfillment while you reduce your storage requirements and accelerate property release, free up your time for more mission critical work, and receive more proceeds for your agency. With more than 1.7 million registered and verified bidders, the latest online auction technology, and a management team with law enforcement experience, **PropertyRoom.com** is already the choice of more than 3,000 government agencies nationwide.

## **PropertyRoom.com's proprietary, online audit and asset handling system, AgencyWeb, allows you 24/7/365 visibility of your property.**

- Track your department's property online 24/7/365
- View current and historic asset visibility from pick-up to purchaser
- Access full reporting and audits by manifest and/or asset
- Search by SKU, case ID or any other reference code you provide



MobiCat®

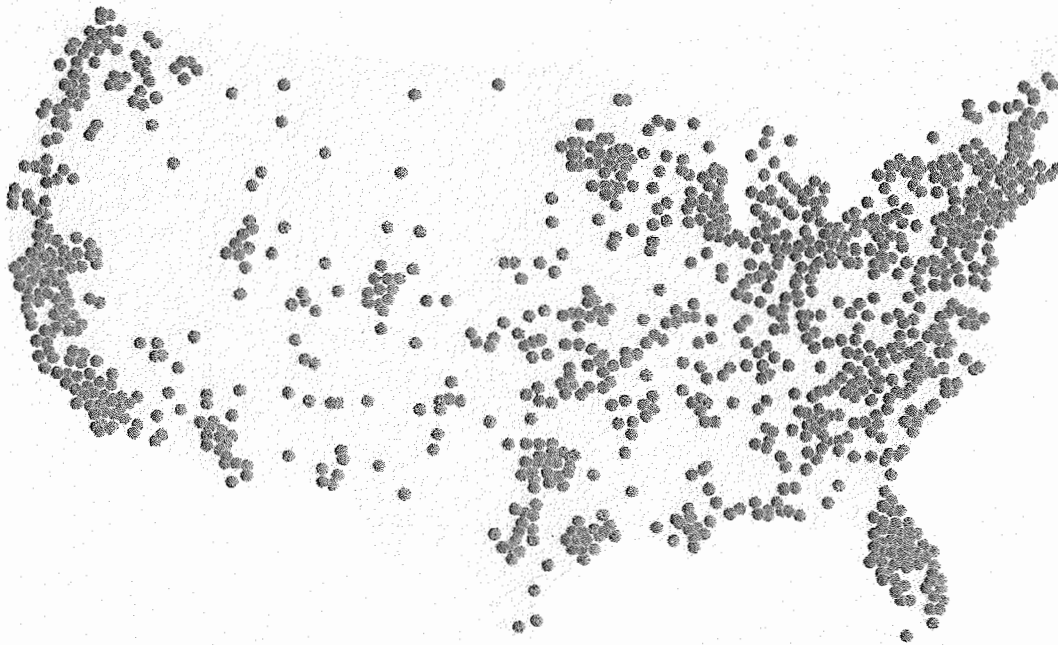


PROPERTYROOM.COM SERVICES	GOLD (Gold In-Place Auction Service)	GOLD (Sold In-Place Tech Enabled Online Auction Service)	PLATINUM (Sold with Copart Auction Service)	TITANIUM (Impounds (Sold with Copart Auction Service))
<b>Pre-Auction Activities</b>				
Basic cleaning of your asset (de-trashing, vacuuming interior and washing exterior)			✓	✓
Detailed imaging of your asset			✓	✓
Upload of up to 30 digital photographs	✓	✓	✓	✓
Creation of detailed descriptions of your assets	collected by client	collected by client	managed 100% by PropertyRoom.com	managed 100% by PropertyRoom.com
Removal of cages, lights, etc.*	✓	✓	✓	✓
De-identify assets*	✓	✓	✓	✓
Towing from your location*			✓	✓
Storing of assets while awaiting resolution of legal status or citizen reclamation*				✓
Processing citizen reclamation upon proof of clearance				✓
Use of MobiCat® integrated mobile application to document, list, sell, and track your assets		✓		
Integration with Edmunds.com TMV® (True Market Value®)		✓		
<b>Auction Activities</b>				
Conduct online auction reaching more than 1.7 million registered bidders	✓	✓	✓	✓
Regular marketing of assets	✓	✓	✓	✓
Conduct public inspection periods (preview events)			✓	✓
<b>Post Auction Activities</b>				
Detailed audit trail that records all bids received, the successful bidder and payment terms	✓	✓	✓	✓
Collect the successful bid payment and remit proceeds due to your agency	✓	✓	✓	✓
Title and registration transfer			managed 100% by PropertyRoom.com	managed 100% by PropertyRoom.com
Facilitate final pick-up of asset to successful bidder			✓	✓
Put you in contact with successful bidder for final pick-up of asset	✓	✓		

\*Services available on a case by case basis. Additional fee may apply.



**Your assets sold from coast to coast.**  
Increase your profits by selling outside your local area!



All auction assets sold for one client over a 12 month period.

**PropertyRoom.com** makes it remarkably easy for our more than 3,000 clients to manage and sell surplus assets and more. We streamline the online auction process by offering an online auction platform and services that includes cataloging, imaging, authentication, refurbishment for high value assets and delivery to the successful bidder. There is always a unique deal to be found with hundreds of new auctions and assets added daily—from buffalo horns to jewelry and electronics. **PropertyRoom.com** online auctions have generated millions in proceeds for law enforcement agencies, municipalities, state/county fleet programs, airports, museums, aquariums and their local communities.



Contact us at [Sales@PropertyRoom.com](mailto:Sales@PropertyRoom.com)

## Did you know?

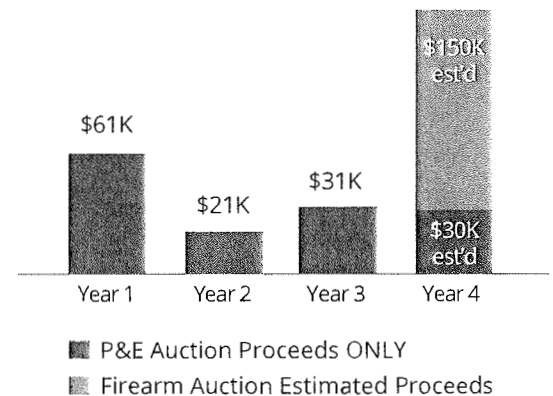
- 💡 Auctioning of firearms inventory has recently become allowed, or even required, in many states
- 💡 In most cases, the proceeds for the sale of firearms inventory comes back directly to the law enforcement agency instead of the general fund

EARN MORE: In just ONE firearms inventory pickup, you could earn over 400% more than your average yearly Property & Evidence proceeds.\*

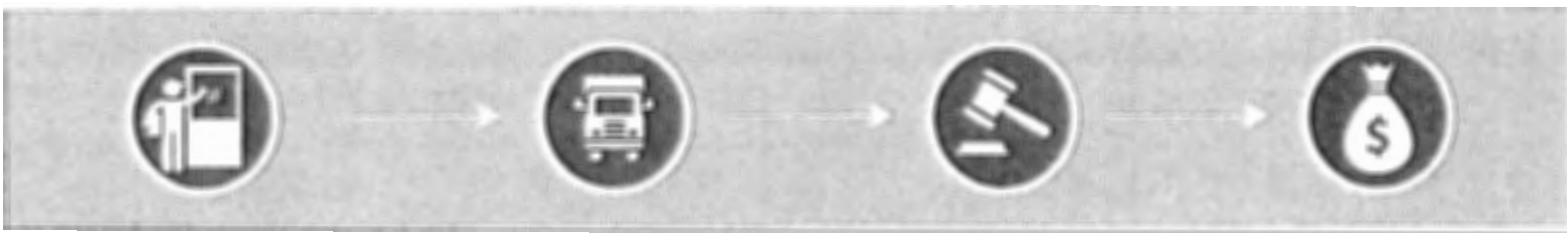
*\*Based on one client's online auction actual and estimated results.*

## Why choose our Firearms Auction Services?

- ✔ Federal Firearms Licensed (FFL) & secure firearms online auction site
- ✔ Secure, fast & easy liquidation process from pick-up to pay-out
- ✔ Monetize your firearms inventory anonymously
- ✔ Transparent reporting and fully auditable
- ✔ Compliant with ATF, Title 18, U.S. Code, Ch. 44 and NFA (26 U.S.C., Ch. 53)



## How does it work?



**1**  
1,000's of firearms securely moved each pick-up

**2**  
Securely transported by & stored at FFL dealer

**3**  
Listed on a secure firearms online auction site

**4**  
Proceeds paid by check or electronic funds transfer

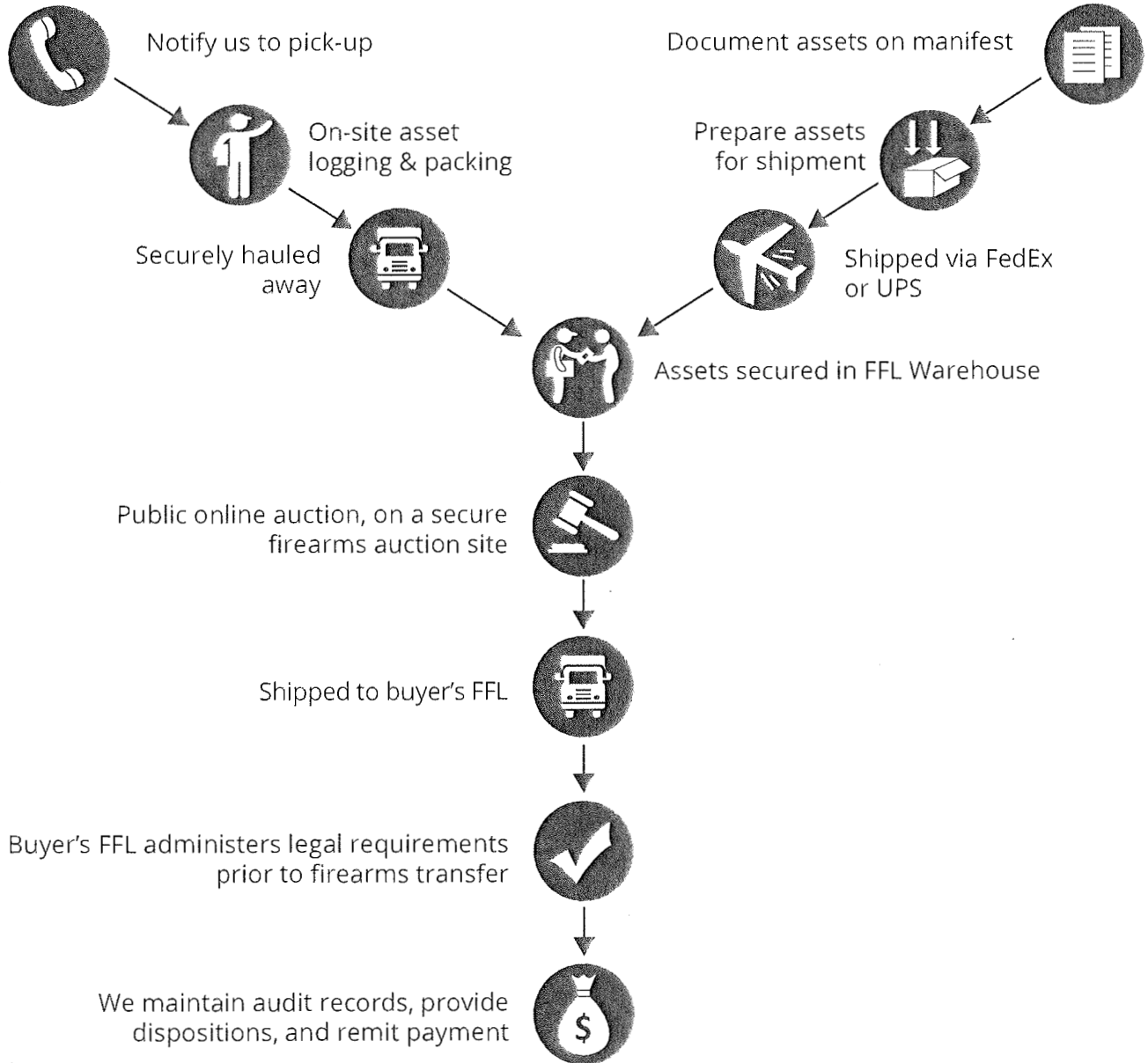
# SECURE LIQUIDATION SERVICES FOR FIREARMS INVENTORY

*Firearms Auction Services*

## HOW DOES IT WORK?

Large Quantity

Small Quantity



CONTACT: [Sales@PropertyRoom.com](mailto:Sales@PropertyRoom.com)

 **PROPERTYROOM**.COM

**PropertyRoom.com, Inc.**  
**Statement of Operations**  
**For the Years Ended**

<i>December 31,</i>	2015	2014	2013
	Unaudited	Unaudited	Unaudited
<b>Net revenues</b>			
Auction sales and related fees	\$ 1,805,480	\$ 2,467,956	\$ 3,755,773
Freight revenue	1,201,247	1,906,890	2,204,236
Website auction commissions	8,229,653	9,659,448	8,073,884
Less: sales returns, discounts and credit card chargebacks	(329,351)	(324,792)	(354,028)
	<b>10,907,029</b>	<b>13,709,502</b>	<b>13,679,865</b>
<b>Cost of revenues</b>	7,847,539	10,086,601	9,768,075
<b>Gross profit</b>	3,059,490	3,622,901	3,911,790
<b>Operations expenses</b>	4,342,162	5,857,847	5,419,061
<b>Earnings (loss) from operations</b>	(1,282,672)	(2,234,946)	(1,507,271)
<b>Other income (expenses)</b>			
Interest expense	(40,529)	(2,672)	-
Interest income	21,612	612	3,220
Miscellaneous Expense		62,815	7,500
Loss on disposal of property and equipment		-	-
<b>Total other expense</b>	(18,917)	60,755	10,720
<b>Earnings (loss) before income tax expense</b>	(1,301,589)	(2,174,191)	(1,496,551)
<b>Income tax expense</b>	24,656	(21,733)	21,056
<b>Net earnings (loss)</b>	<b>\$ (1,326,245)</b>	<b>\$ (2,152,458)</b>	<b>\$ (1,517,607)</b>

**PropertyRoom.com, Inc.**  
**Balance Sheets**  
**For the Years Ended**

<i>December 31,</i>	2015	2014	2013
	Unaudited	Unaudited	Unaudited
<b>Assets</b>			
Cash and cash equivalents	\$ 777,689	\$ 1,972,077	\$ 3,059,939
Accounts receivable, net	620,467	347,207	780,841
Inventory	319,406	294,481	855,272
Prepaid expenses and other current assets	64,034	122,245	118,686
<b>Total current assets</b>	<b>1,781,595</b>	<b>2,736,009</b>	<b>4,814,738</b>
Property and equipment, net	139,304	174,348	263,454
Deposits	246,215	215,529	226,392
<b>Total Assets</b>	<b>\$ 2,167,114</b>	<b>\$ 3,125,886</b>	<b>\$ 5,304,584</b>
<b>Liabilities and Stockholders' Equity</b>			
<b>Liabilities</b>			
Line of credit	\$ -	\$ -	\$ -
Accounts payable	2,236,205	2,098,730	3,114,233
Accrued expenses and other current liabilities	1,343,696	1,591,427	650,064
Deferred Revenue	4,478	270,457	85,330
<b>Total current liabilities</b>	<b>3,584,379</b>	<b>3,960,615</b>	<b>3,849,627</b>
Loan Payable	1,346,406	602,700	-
<b>Total long term liabilities</b>	<b>1,346,406</b>	<b>602,700</b>	<b>-</b>
<b>Total Liabilities</b>	<b>4,930,786</b>	<b>4,563,314</b>	<b>3,849,627</b>
<b>Commitments</b>			<b>-</b>
<b>Stockholders' equity</b>			
Series B Convertible Preferred stock, \$0.001 par value;			
Series A Convertible Preferred stock, \$0.001 par value	43,325	43,325	32,698
Additional paid in capital	16,058,089	16,058,089	16,422,156
Accumulated deficit	(18,865,084)	(17,538,841)	(14,999,897)
<b>Total stockholders' equity</b>	<b>(2,763,671)</b>	<b>(1,437,428)</b>	<b>1,454,957</b>
<b>Total liabilities and net assets</b>	<b>\$ 2,167,114</b>	<b>\$ 3,125,887</b>	<b>\$ 5,304,584</b>

# NJPA Marketing Examples



## All Sales Presentations Decks include a slide with NJPA Information

MUNICIPAL CONTRACTING AGENCY, RFP AWARDED VENDOR: NJPA

Our company has been recognized as providing exceptional value and performance by the leading RFP evaluation committee: **National Joint Powers Alliance® (NJPA.)**

NJPA is established as a public agency serving nearly 50,000 member agencies across the country as a municipal contracting agency. NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts from industry leading vendors.

**NJPA AWARDED**  
CONTRACT

National Joint Powers Alliance  
Awarded Vendor For Fleet &  
Equipment Auction Services  
Contract # 042911-PRC

 **PROPERTYROOM**.com

Conference Table NJPA Flag – 30+ conferences a year






# NJPA Flyer – distributed to potential/existing clients

## The Real VALUE of NJPA National Joint Powers Alliance®

**Benefits of NJPA:**

- ✓ Contracts competitively solicited on your behalf
- ✓ Formal contracting process satisfied – avoids duplication
- ✓ Reduced vendor protests
- ✓ NJPA publicly elected board awards contracts
- ✓ NJPA is a government entity
- ✓ NJPA staff are public employees
- ✓ Function as their own lead agency
- ✓ No-cost, liability or obligation membership
- ✓ Life cycle cost efficiencies
- ✓ Nationally leveraged volume pricing
- ✓ Saves time and money
- ✓ Eliminates low-bid, low-quality issues
- ✓ Choice of high quality equipment/products/services:
  - 500+ construction related contracts




**It's YOUR choice!**

You know what you're looking for ... so leverage the savings opportunity. With NJPA's national, competitively solicited contracts, you can get the brands you prefer when you want them.

*Government, education and non-profit agencies benefit from easy access to high quality products, equipment and services at a competitive price – that's value of quality and savings!*

Interested in learning more?

Contact: [Sales@PropertyRoom.com](mailto:Sales@PropertyRoom.com)

 **PROPERTYROOM.com**  
NJPA Awarded Vendor for Fleet & Equipment Auction Services - Contract # 042911-PBC

## Email Signatures – includes NJPA Awarded Contract

**Donald E. Nemer**

Senior Vice President of Sales | [PropertyRoom.com](http://PropertyRoom.com)

Corporate Headquarters | 4650 Wedgewood Blvd., Ste. 102 | Frederick, MD 21703

O: 240.233.9720 | M: 443.632.5483 | F: 240.205.7973 | E: [DonaldNemer@PropertyRoom.com](mailto:DonaldNemer@PropertyRoom.com)



National Joint Powers Alliance (NJPA) Awarded Vendor  
For Fleet & Equipment Auction Services – Contract # 042911-PRC

**Claude Arnold**

Senior Sales Director | [PropertyRoom.com](http://PropertyRoom.com)

8831 Seaspray Drive, Huntington Beach, CA 92646

M: 562.225-0113 | F: 949.282.0136 | [ClaudeArnold@PropertyRoom.com](mailto:ClaudeArnold@PropertyRoom.com)



National Joint Powers Alliance (NJPA) Awarded Vendor  
For Fleet & Equipment Auction Services – Contract # 042911-PRC

**Dan Craney**

Program Director, Fleet Auction Services | [PropertyRoom.com](http://PropertyRoom.com)

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National Joint Powers Alliance (NJPA) Awarded Vendor  
For Fleet & Equipment Auction Services – Contract # 042911-PRC




# Partners Page on our website

## Partners

PropertyRoom.com has been selected as the provider of online auction services and platforms by over 3,000 law enforcement and municipalities nationwide, including the New York Police Department (NYPD) and the Los Angeles Police Department (LAPD), and has many relationships with associations and other organizations that help support our efforts.



Awarded over 2,700 Law Enforcement and Municipal contracts since 1999



formerly WSCA-NASPO

## Asset Disposition Services Agreement

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and \_\_\_\_\_ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

**Whereas** Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

**Whereas** Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

**Now therefore**, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

### 3. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will

automatically renew for consecutive one (1) year terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" of "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
- b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
- c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.

### 4. Payment for Services

- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
- b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
- c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
  - (1) Invoice Owner for Services, net of Proceeds collected, or
  - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
- d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.

5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:

- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
- b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may

## Asset Disposition Services Agreement

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include, but not be limited to, email, publicity related to this Agreement, and facilitation of clickable links on Owner website(s) to websites used by Contractor for Asset sales.

6. **Asset Lists**
  - a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
  - b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.
7. **Salability of Assets.**
  - a. Owner states Assets subject to Services are legally available for sale to the general public; and
  - b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.
8. **Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.
9. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.
10. **Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.
11. **Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.
12. **Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.
13. **Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.
14. **Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create

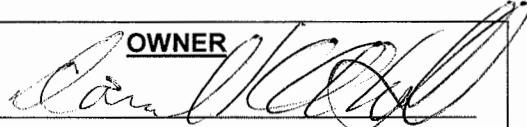
**Asset Disposition Services Agreement**

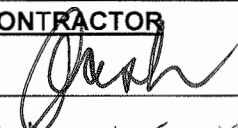
any liability or obligation whatsoever on behalf of the other, to any person or entity.

Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

	<b>OWNER</b>
Signature	
Name	Daniel K. Atwill
Title	Presiding Commissioner
Date	5.10.18

	<b>CONTRACTOR</b>
Signature	
Name	Andrew J. NASH
Title	PRESIDENT + CEO
Date	April 20, 2018

**OWNER INFORMATION & AGREEMENT OPTIONS SELECTED**

Owner Name:	Account #:
Street Address:	Cooperative Purchasing Agreement? NJPA <input type="checkbox"/> TXMAS <input type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/> Member #: _____
City, State/Province, Postal Code, Country:	Resolution of Unpaid Monthly Service Fees: Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
Telephone:	Fax:
Primary Contact:	Secondary Contact:
Name _____	Name _____
Work _____	Work _____
Mobile _____	Mobile _____
Email _____	Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated \_\_\_\_\_ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
  - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
  - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
  - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
  - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
  - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".

3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
  - a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
    - (1) **Non-bicycle Asset Success Fee.** For non-bicycle assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.
    - (2) **Bicycle Asset Success Fee.** For bicycle assets, Success Fee equals 85% of the Winning Bid.
    - (3) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
    - (4) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

\* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (5) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.
 

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

  - (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.



- (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
  
- c. **In Place Auction Service (“In Place”).** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
  - (1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
  - (2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.
  
- d. **Haul Away Auction Service (“Haul Away”).** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
  - (1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
  - (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs (“Tow & Miscellaneous Fee Schedule”). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

<b>Haul Away Auction Service – Tow and Miscellaneous Fee Schedule</b>			
<b>Fee Type</b>	<b>Fee Description</b>	<b>Rate Description</b>	<b>Rate Per Asset</b>
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
<i>Storage - light &amp; medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$8 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.
  
- e. **Impound Storage & Auction Service (“Impound”).** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities (“Yards”), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles (“Released Vehicles”), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors



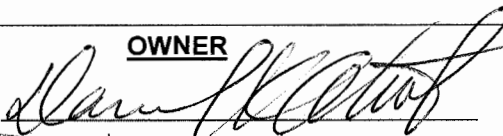
- ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
  - (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
  - (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
Light Tow	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Medium Tow	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Heavy Tow	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Re-list / Re-run	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
Owner Storage Fees	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
Citizen Storage Fees	Daily storage for release vehicles	Per day	\$15 / day
De-identification	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
Decal Removal	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

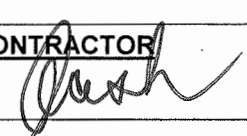
- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.

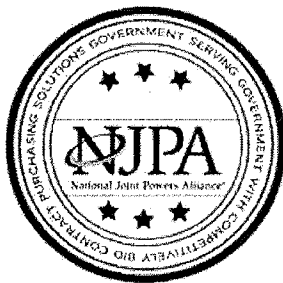
4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

**OWNER**

Signature   
 Name Daniel B. Atwill  
 Title Presiding Commissioner  
 Date 5-10-18

**CONTRACTOR**

Signature   
 Name ANDREW J. NASH  
 Title PRESIDENT + CEO  
 Date April 20, 2018



## National Joint Powers Alliance® (herein NJPA)

### REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

### SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS

#### RFP Opening

April 14, 2016

8:00 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

#### RFP #041316

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #041316 SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS . Details of this RFP are available beginning February 18, 2016. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until April 13, 2016 at 4:30 p.m. Central Time at the above address and opened April 14, 2016 at 8:00 a.m. Central Time.

#### RFP Timeline

February 18, 2016	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: <a href="http://www.njpacoop.org/oregon-advertising">http://www.njpacoop.org/oregon-advertising</a> ), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
March 30, 2016 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).
April 6, 2016	Deadline for RFP questions.
April 13, 2016 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
April 14, 2016 8:00 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: Jonathan Yahn at [jonathan.yahn@njpacoop.org](mailto:jonathan.yahn@njpacoop.org) or (218)895-4144.

## I. DEFINITIONS

### A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

### B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

### C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

### D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**3.6.1** National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

**3.6.2** NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

#### D. THE INTENT OF THIS RFP

**3.10. National contract awarded by the NJPA Board of Directors:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA further desires to:

**3.11.1** Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

**3.17.2.1** Respondents must meet at least ONE of the following three requirements (A through C) to be considered within the scope of this solicitation.

- A) Online auction services
- B) On-site live auction services
- C) Live streaming auction services

**3.18 Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

**3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

**3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

**3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

**3.19 Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

**3.20 Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**3.21 Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22 Awarded Vendor’s interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**3.23 Sole Source of Responsibility-** NJPA desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**3.27 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**3.28 [This section is intentionally blank.]**

**3.29 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**3.30 Proposer's Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

## F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**3.31 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

**3.31.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**3.31.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

**3.31.2.1** demonstrate the Proposer's knowledge of industry standards;

**3.31.2.2** identify the equipment/products and services being proposed; and

**3.31.2.3** differentiate equipment/products and services from others.

**3.32 New Current Model Equipment/Products:** Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

**3.33 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**3.34 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

**3.35 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over

**4.6** Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

#### E. PROPOSAL FORMAT

**4.7** All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

**4.8** All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

**4.9** All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

**4.9.1** Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

**4.9.2** Signed hard copies of all addenda issued for the RFP;

**4.9.3** Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

**4.9.4** A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

**4.10** All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**4.11** Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

**4.12** The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening**," and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**4.13** Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

#### F. QUESTIONS AND ANSWERS ABOUT THIS RFP

from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

#### I. NJPA'S RIGHTS RESERVED

**4.24** NJPA may exercise the following rights with regard to the RFP.

**4.24.1** Reject any and all proposals received in response to this RFP;

**4.24.2** Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

**4.24.3** Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

**4.24.4** Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

**4.24.5** Waive any non-material deviations from the requirements and procedures of this RFP;

**4.24.6** Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

**4.24.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

**4.24.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

**4.24.9** Extend proposal due dates.

#### 5 PRICING

**5.1** NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

**5.2** This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$22.4 Million.**

**5.3** Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

**5.4** All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

#### A. LINE-ITEM PRICING



ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

#### E. CEILING PRICE

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

**5.19 [This section is intentionally blank.]**

#### F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

**5.20 through 5.23 [These sections are intentionally blank.]**

#### G. TOTAL COST OF ACQUISITION

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

#### H. SOURCED GOOD or OPEN MARKET ITEM

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

**5.27** An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

**5.28** "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

#### I. PRODUCT & PRICE CHANGES

**5.29** Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

## L. SHIPPING

**5.45** Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

**5.46 through 5.47 [These sections are intentionally blank.]**

**5.48** All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

**5.49 through 5.50 [These sections are intentionally blank.]**

**5.51** Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

**5.52** The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

**5.53** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

## 5 EVALUATION OF PROPOSALS

### A. PROPOSAL EVALUATION PROCESS

**6.1** The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

**6.9** [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

**6.10** In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

**6.11** NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

**6.12** [This section is intentionally blank.]

**6.13** NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

**6.14** A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

**6.15** NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

**6.19.6** Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

**6.19.6.1 Complete Marketing Plan.** Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

**6.19.6.2 Printed Marketing Materials.** Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

**6.19.6.4 Proposer's Website.** Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

**6.19.7** An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

## G. CERTIFICATE OF INSURANCE

**6.21** Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits.** The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance.** An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or

**6.29.4** The typical administrative fee under this Contract two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that “we agree to pay an administrative fee” is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

**6.29.5** NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

**6.30 through 6.32 [This section is intentionally blank.]**

J. VALUE-ADDED ATTRIBUTES

**6.33 Desirability of Value-Added Attributes:** Value-added attributes in an RFP response will be given positive consideration in NJPA’s evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

**6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses:** Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity “credits” to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation.

**6.35 Environmentally Preferred Purchasing Opportunities:** Many NJPA Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

**6.36 Online Requisitioning Systems:** When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

**6.37 Financing:** The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

**6.38 Technology:** Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

**6.39** NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

6 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. NJPA Members and Vendors

**7.6** Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

#### C. REPORTING OF SALES ACTIVITY

**7.7** Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

**7.7.1 Zero sales reports:** Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

#### D. AUDITS

**7.8** NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

#### E. HUB PARTNER

**7.9 Hub Partner:** NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

**7.10 Hub Partner Fees:** NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

#### F. TRADE-INS

**7.11** The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

#### G. OUT OF STOCK NOTIFICATION

**7.12** The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

#### H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

**8.1** Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

## B. APPLICABLE LAW

**8.2** [This section is intentionally blank.]

**8.3 NJPA Compliance with Minnesota Procurement Law:** NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

**8.4 Governing law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

**8.5 Jurisdiction:** Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

**8.5.1** Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

**8.6 through 8.7** [This section is intentionally blank.]

**8.8 Indemnification:** Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

**8.9 Prevailing wage:** The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

**8.10 Patent and copyright infringement:** The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

## C. ASSIGNMENT OF CONTRACT

**8.11** No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)).

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right

such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

**8.19 through 8.20 [These sections are intentionally blank.]**

K. LICENSES

**8.21** The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

**8.22** All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**8.23** The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

**8.24** No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

**8.25** And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

**8.25.1** The name, address, and telephone number of the protester;

**8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);

**8.25.3** Identification of the solicitation by RFP number;

**8.25.4** Identification of the statute or procedure that is alleged to have been violated;

**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;





**PROPOSER QUESTIONNAIRE- General Business Information**  
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

Please identify the person NJPA should correspond with from now through the Award process:

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

***Please answer the questions below using the Microsoft Word® version of this document.*** This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

**Company Information & Financial Strength**

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.  
 Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS industry.
- 2) Provide a detailed description of the products and services that you are offering in your proposal.
- 3) What are your company’s expectations in the event of an award?
- 4) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 5) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 6) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
  - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
  - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 7) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 8) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 9) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

**Industry Recognition & Marketplace Success**

- 10) Describe any relevant industry awards or recognition that your company has received in the past five years.

**Value-Added Attributes**

- 25) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 26) Describe any technological advances that your proposed products or services offer.
- 27) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 29) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 30) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

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

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: \_\_\_\_\_

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exceptions listed above:**



**Contract Acceptance and Award**

**(To be completed only by NJPA)**

**NJPA #041316** \_\_\_\_\_

\_\_\_\_\_  
**Proposer's full legal name**

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_ and continue until- \_\_\_\_\_ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #041316**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #041316**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #041316**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (printed): \_\_\_\_\_

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

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

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_



**Form P**

**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

**Warranty**

- 5) Describe in detail your manufacture warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor?
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

**Pricing, Delivery, Audits, and Administrative Fee**

- 7) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

10 PRE-SUBMISSION CHECKLIST



Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		



## || NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

### Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added, or being deleted from previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

*EXAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.*

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.





## Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of

May

20 18

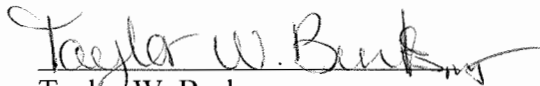
the following, among other proceedings, were had, viz:

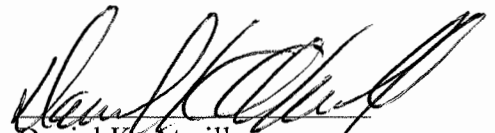
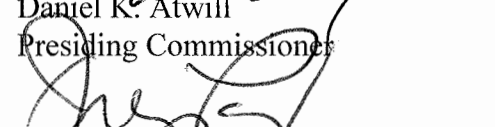
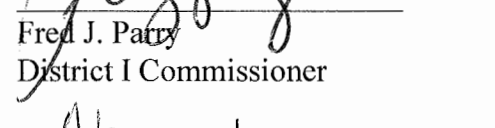
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 60/2018 – Low Voltage Wire and Installation.

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 10th day of May, 2018

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: April 26, 2018  
RE: Cooperative Contract: 60/2018 – Low Voltage Wire and Installation

Information Technology requests permission to utilize the City of Columbia cooperative term and supply contract *60/2018* with Steel-Nett LLC of Ashland, MO to provide Low Voltage Wiring and Installation Service as needed. This is a Term and Supply contract.

cc: Aron Gish, Ryan Irish, IT  
Contract File

**PURCHASE AGREEMENT  
FOR  
LOW VOLTAGE WIRE AND INSTALLATION TERM AND SUPPLY**

**THIS AGREEMENT** dated the 10<sup>th</sup> day of May 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Steel-Nett, LLC**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Low Voltage Wire Installation Term and Supply** in compliance with all bid specifications and any addendum issued for the City of Columbia Contract **60/2018**, Boone County Standard Terms and Conditions, Boone County Insurance Requirements, and Work Authorization Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the City of Columbia Contract **60/2018** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with low voltage wire and installation services. Services will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

3. **Contract Term** - This agreement shall commence on **April 1, 2018 and extend through March 31, 2019** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one year periods** subject to the pricing clauses in the **City of Columbia's Request for Quotation** agreed to in the Contractors Bid Response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

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

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

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

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

**STEEL-NETT, LLC**

**BOONE COUNTY, MISSOURI**

by Shawn Stahn  
 title President

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

APPROVED AS TO FORM:

ATTEST:

[Signature]  
 County Counselor

Taylor W. Bank  
 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.)

James E. Pitchford  
 Signature by [Signature]

4/30/18  
 Date

County-Wide Term & Supply  
No Encumbrance Required  
 Appropriation Account

## **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.

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

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

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

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

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

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for



each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. 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 services provided.

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

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

**(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

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Date



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

**NOTIFICATION OF CONTRACT AWARD**

**CONTRACT FOR: LOW VOLTAGE WIRING**

**RFQ NUMBER: 60/2018**

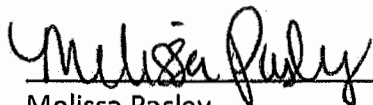
**March 27, 2018 – March 31, 2019**

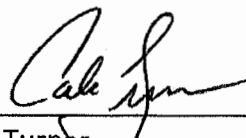
The City of Columbia hereby accepts the attached quotation submitted by Steel-Nett in response to attached RFQ 60/2018 for line items indicated herein.

Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	ITEMS AWARDED	VENDOR NUMBER	CONTRACTOR NAME
60/2018	All	21104	Steel-Nett 1400 Hunters Circle Ashland, MO 65010 Contact: Shannon Steelman <a href="mailto:Shannon@steel-nett.com">Shannon@steel-nett.com</a> (573) 823-9932

- Line 1: Service Rate: \$72.00 per hour
- Line 2: Overtime and Holiday: \$108.00 per hour
- Line 3: Response Time: 24 Hours
- Line 4: Emergency Work: \$124.00 per hour
- Line 5: Billing: 30 minute increments
- Line 6: Material Markup Percent: 10%

  
 \_\_\_\_\_  
 Melissa Pasley  
 Senior Procurement Officer  
 (573) 817-5005

  
 \_\_\_\_\_  
 Cale Turner  
 Purchasing Agent  
 (573) 874-7375

cc: Kevin Leake (IT) , Mark Neckerman (IT)

## City of Columbia Purchasing (City of Columbia) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Michelle Sorensen Procurement Officer	Address	701 East Broadway	Address	
Email	Michelle.Sorensen@CoMo.gov	Contact	Columbia, MO 65202 Michelle Sorensen	Contact	
Phone	(573) 874.6317		Purchasing		
Fax	( )	Department		Department	
Bid Number	60/2018	Building	5th Floor	Building	
Title	Low Voltage Wiring - Tem and Supply	Floor/Room		Floor/Room	
Bid Type	RFQ-F	Telephone	(573) 874.6317	Telephone	
Issue Date	2/16/2018 03:58 PM (CT)	Fax	(573) 874.7762	Fax	
Close Date	3/20/2018 02:00:00 PM (CT)	Email	mdsorens@GoColumbiaMO.com	Email	

### Supplier Information

**Company** steel-nett  
**Address** 14000 Hunters Circle  
  
 ashland, MO 65010  
**Contact** Shannon Steelman  
**Department**  
**Building**  
**Floor/Room**  
**Telephone** (573) 823-9932  
**Fax**  
**Email** shannon@steel-nett.com  
**Submitted** 3/16/2018 03:39:40 PM (CT)  
**Total** \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Greg Burnett

Email greg@steel-nett.com

### Supplier Notes

### Bid Notes

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. IF YOU CHOOSE TO SUBMIT MANUALLY, (hard paper copy) PRINT THE "BIDDERS RESPONSE PACKET" LISTED UNDER "ATTACHMENTS" IN ITS ENTIRETY, COMPLETE AND SUBMIT TO PURCHASING, 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME. BIDS MUST BE IN A SEALED ENVELOPE AND HAVE THE BID NUMBER AND DESCRIPTION CLEARLY LABELED ON THE OUTSIDE OF THE ENVELOPE.

### Bid Activities

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Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Bidding Information - If bidding online	Down load the "Final RFQ" from the attachment section of the bid site. Complete bidding information is included in the RFQ document. When completed upload your response and attachments.	\$72.00 per hour with 10% mark for material
2	Submittal Information	Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, BY ELECTRONIC BID PROCESS on the City of Columbia bidding website at <a href="http://www.columbiaga.gov/finance/vendors/bid-solicitations">www.columbiaga.gov/finance/vendors/bid-solicitations</a> OR HARD PAPER COPY in a sealed envelope, delivered and date stamped at 701 E. Broadway, Purchasing/5th Floor, Columbia, MO 65201 until: 2:00 pm, CST, March 20, 2018 for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications. No faxed or email bids will be accepted.	\$72.00 per hour with 10% mark on material

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Line Items

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Response Total: \$0.00

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Bid #	ITEM DESCRIPTION	UNITS	QTY	TOTAL COST
1	Bidders shall quote service rate per man per hour providing low voltage wiring services to the City of Columbia. Rates to include all costs (direct and deliverable) necessary to perform the work required. All admin, travel, mileage, per diem shall be added to the hourly rate quoted. Regular rate is based on a normal work week (7:00 am to 5:00 pm, Monday through Friday)	1	Per Hour	\$ 72.00
2	Overtime and Holiday --Bidders shall quote service rate per man per hour providing low voltage wiring services to the City of Columbia. Rates to include all costs (direct and deliverable) necessary to perform the work required. All admin, travel, mileage, per diem shall be added to the hourly rate quoted. (This line will rarely if ever be needed)	1	Per Hour	\$ 108.00
3	Indicate how long it will take you to respond to Columbia, MO after notification of an emergency	1	Hours	24
4	Emergency Work --Bidders shall quote service rate per man per hour providing low voltage wiring services to the City of Columbia. Rates to include all costs (direct and deliverable) necessary to perform the work required. All admin, travel, mileage, per diem shall be added to the hourly rate quoted.	1	Per Hour	\$ 124.00
5	Billing -- What increments do you charge... ie quarter, half, three quarter or full hour	1		30
6	Quote a percentage markup over cost for materials used in the performance of these services. A copy of the invoice for materials used must be submitted with the billing for work performed, when materials are provided by the Contractor. The City reserves the right to furnish all or part of the materials required for each job. Materials must be approved by the Informational Technologies Department before ordering.		Percentage	10%

STATEMENT OF BIDDER QUALIFICATIONS

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

1. Name of Bidder: Steel-Nett LLC
2. Business Address: 3751 E Christian School Rd Hartsburg Mo 65039
3. Date Organized: March 2008
4. Date Incorporated: \_\_\_\_\_
5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number. Type of Business: Low Voltage - A/V Federal Tax ID # 26-2132887
6. Number of years engaged in contracting business under present firm name: 10 Years
7. If you have done business under a different name, please give that name and location:  
\_\_\_\_\_
8. Percent (%) of work done by own staff: 100 %
9. Have you ever failed to complete any work awarded to your company? No  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a contract? No  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. List a minimum of three recent projects completed within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.  
CITY of Columbia Mo. Landfill \$11000.00 Kevin Leake  
CITY of Columbia Mo. Police Station Remodel \$3000.00 Kevin Leake  
ARC Camera cabling \$4000.00 Mark Neckerman
12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:  
Fulton School District - Sportsplex fiber Install \$23929.00 DAN HedgPath  
Chillicothe School District - DATA + Fiber Install \$96000.00 Jason Standiford



SECTION V

**5.1 Reserved Rights/ Awards:** City's right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" shall mean best; the best bid is not necessarily the lowest bid.

**BIDDERS SIGNATURE:**

Firm Steel-Nett, LLC

Individual Shannon Steelman

Title President

Address 14000 Hunters Circle, Ashland, MO  
65010

Phone 573-823-9932

Email: shannon@steel-nett.com

Date 3-15-18

Request for Taxpayer  
 Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return)  
Steel-Mett LLC

Business name, if different from above

Check appropriate box:  Individual/sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) S...  Exempt payee 5  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
3751 E Christian School Rd

City, state, and ZIP code  
Huntsburg, MD 20639

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number  
26-2632887

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person Shannon Steelen Date 3-15-18

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Contract Exhibits

# EXHIBIT L

Contractor's Proposal and Pricing

*Insert from RFP*

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 24

Section 010  
**BOONE COUNTY**

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

Original Signed by

Tammy Cavender  
Acting Department Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.42	55	60	\$22.40
Boilermaker			\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter			\$25.16	60	15	\$16.10
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician			\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)			\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction/Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier			\$26.87	122	76	\$11.78
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$25.04	60	15	\$16.10
Marble Mason			\$22.08	124	74	\$12.86
Marble Finisher			\$14.29	124	74	\$9.09
Millwright			\$26.16	60	15	\$16.10
Operating Engineer						
Group I			\$28.86	86	66	\$24.98
Group II			\$28.86	86	66	\$24.98
Group III			\$27.61	86	66	\$24.98
Group III-A			\$28.86	86	66	\$24.98
Group IV			\$26.63	86	66	\$24.98
Group V			\$29.56	86	66	\$24.98
Painter			\$23.24	18	7	\$11.78
Pile Driver			\$26.16	60	15	\$16.10
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$29.31	124	74	\$14.56
Terrazzo Finisher			\$19.08	124	74	\$14.56
Tile Setter			\$22.08	124	74	\$12.86
Tile Finisher			\$14.29	124	74	\$9.09
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase



**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

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



**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.09 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

**NO. 86:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**NO. 122:** Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

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

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

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

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

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

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

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

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

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

**NO. 76:** The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.



Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer		\$27.96	2	4	\$13.17
Skilled Laborer		\$27.96	2	4	\$13.17
Millwright		\$30.83	23	16	\$16.10
Operating Engineer					
Group I		\$27.94	21	5	\$24.87
Group II		\$27.59	21	5	\$24.87
Group III		\$27.39	21	5	\$24.87
Group IV		\$23.74	21	5	\$24.87
Oiler-Driver		\$23.74	21	5	\$24.87
Pile Driver		\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$29.27	25	21	\$12.45
Group II		\$29.43	25	21	\$12.45
Group III		\$29.42	25	21	\$12.45
Group IV		\$29.54	25	21	\$12.45

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

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

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

**BOONE COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.



**BOONE COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

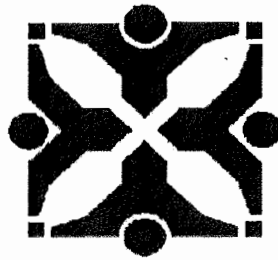
**NO. 27:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to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

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

**CITY OF COLUMBIA  
REQUEST FOR QUOTATION**

**LOW VOLTAGE WIRING  
TERM AND SUPPLY**

**RFQ # 60/2018**



**FINANCE/PURCHASING DIVISION  
CALE TURNER, CPPB  
PURCHASING AGENT  
701 E. BROADWAY, 5<sup>TH</sup> FLOOR  
COLUMBIA, MO 65201**

**PROJECT MANAGER:  
KEVIN LEAKE  
NETWORK ENGINEER**

**PURCHASING CONTACT:  
MICHELLE SORENSEN  
PROCUREMENT OFFICER  
573-874-6317**

**REQUEST FOR QUOTATION # 60/2018  
CLOSING DATE: 2:00 pm, CST, March 20, 2018**

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- (A) Specifications
- (B) Missouri Division of Labor Standards Annual Wage Order - #24
- (C) Everify/Work Authorization Affidavit
- (D) Statement of Bidders Qualifications
- (E) W-9

### **APPENDIX:**

- 1) Sample Contract



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

**This document contains information on insurance and bonding Requirements, City of Columbia terms and condition with in the sample contract, as well as bid information.**

Minimum insurance requirements, performance and labor and materials payment bonds are required to execute the final contract for this project.

Please verify with your insurance and bonding providers, prior to submitting a bid for this project, that your company will be able to fulfill these requirements, should you be offered a contract.

### REMINDER

Electronic bonding is now available through Surety2000.com. After registering and paying the applicable fees to Surety2000, you will receive an eleven-digit number which represents an authorized bond. Once you have the authorized bond number, you may submit your bid and bid bond number, electronically, through the City's website at [www.gocolumbiamo.com](http://www.gocolumbiamo.com).

The City does not charge a fee for bid submission and you may still submit a paper bond if you so choose; electronic bonding is merely an option. City of Columbia does not accept faxed or email bid responses.

*(Surety2000 does charge a fee for electronic bond service and you must be registered with them in order to submit electronic bonds.)*

**Notice: The City of Columbia utilizes the electronic bid program lonwave to send notifications of bid opportunities. TO REGISTER, GO TO: <http://www.gocolumbiamo.com/Finance/Services/applproc.php>**



# CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

## NOTICE TO BIDDERS

### LOW VOLTAGE WIRING TERM AND SUPPLY

Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, **BY ELECTRONIC BID PROCESS** on the City of Columbia bidding website at [www.como.gov/finance/vendors/bid-solicitations](http://www.como.gov/finance/vendors/bid-solicitations) **OR HARD PAPER COPY in a sealed envelope, delivered and date stamped at** 701 E. Broadway, Purchasing/5<sup>th</sup> Floor, Columbia, MO 65201 until: 2:00 pm, CST, March 20, 2018 for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications. No faxed or email bids will be accepted.

**Pre-Bid Conference:** Will not be held, bidders are welcome to contact the Procurement Officer with any questions or concerns. Questions concerning this Request for Quote may be directed in writing to the City's Purchasing Division, Michelle Sorensen at 573-874-6317, or by email to: [Michelle.Sorensen@CoMo.gov](mailto:Michelle.Sorensen@CoMo.gov)

**Contract Documents:** Bidders shall review the sample contract attached as appendix 1. Any contract for this work shall include all terms set forth in the sample contract.

**Bonding:** Bid bond is not required. Performance and Labor bond shall be required for each designated project that exceeds fifty thousand dollars (\$50,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract.

**Accepting Bids:** The City reserves the right to select the bid item or items which best suits its needs, Whether the price is the lowest or not, and also reserves the right to reject all bids and/or waive informalities.

**Term and Renewal Terms:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. If the Prevailing Wage Order has changed, City shall provide Contractor with the applicable Prevailing Wage order with its notice. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term which shall include compliance with the applicable Prevailing Wage Order. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.

**Prevailing Wage:** Current wage order is included in the RFQ. The City shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, shall be paid to all workers performing work under the contract. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the contract. **Missouri Department of Labor Wage Order #24.**

## **BID RESPONSE**

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

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm. **Missouri Sales and Use Tax are not to be included in this pricing.**

### **SECTION I**

- 1.1 **Liquidated Damages:** The successful bidder will be expected to start work within 3 calendar days, unless otherwise agreed upon by contractor and requesting City of Columbia department after receiving a request by the City of Columbia. A liquidated damage rate of fifty dollars (\$50.00) per hour per calendar day will be assessed for each service request that takes longer than 24 hours for the contractor to arrive on-site and begin work.
- 1.2 **Work Authorization and Everify:** Attachment C must be filled out and included in response submission. Including a copy of company Everify Certification
- 1.3 **Statement of Bidders Qualifications:** Attachment D must be filled out and included in Response submission.
- 1.4 **W-9:** Attachment E must be filled out and included in response submission

Bid #	ITEM DESCRIPTION	UNITS	QTY	TOTAL COST
1	Bidders shall quote service rate per man per hour providing low voltage wiring services to the City of Columbia. Rates to include all costs (direct and deliverable) necessary to perform the work required. All admin, travel, mileage, per diem shall be added to the hourly rate quoted. Regular rate is based on a normal work week (7:00 am to 5:00 pm, Monday through Friday)	1	Per Hour	
2	Overtime and Holiday --Bidders shall quote service rate per man per hour providing low voltage wiring services to the City of Columbia. Rates to include all costs (direct and deliverable) necessary to perform the work required. All admin, travel, mileage, per diem shall be added to the hourly rate quoted. <b>(This line will rarely if ever be needed)</b>	1	Per Hour	
3	Indicate how long it will take you to respond to Columbia, MO after notification of an emergency	1	Hours	
4	Emergency Work --Bidders shall quote service rate per man per hour providing low voltage wiring services to the City of Columbia. Rates to include all costs (direct and deliverable) necessary to perform the work required. All admin, travel, mileage, per diem shall be added to the hourly rate quoted.	1	Per Hour	
5	Billing – What increments do you charge... ie quarter, half, three quarter or full hour	1		
6	Quote a percentage markup over cost for materials used in the performance of these services. A copy of the invoice for materials used must be submitted with the billing for work performed, when materials are provided by the Contractor. The City reserves the right to furnish all or part of the materials required for each job. Materials must be approved by the Informational Technologies Department before ordering.	Percentage		



**SECTION II**

2.1 **DBE** If bidder is certified as a DBE firm (disadvantaged business enterprise), please indicate and provide documentation of certification with bid response. **DBE? Yes No**

2.2 **Subcontracting** If bidder proposes to use subcontractors for this project, bidder shall supply the information below for each subcontractor bidder proposes to use on the project. This information shall be submitted with the bid proposal.

<u>Subcontractor Name/Address</u>	<u>Work Assigned</u>	<u>DBE Firm? Yes or No</u> (Disadvantaged Enterprise)
_____	_____	_____
_____	_____	_____

2.3 **Prevailing Wages** All workers (subcontractors, included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #24 (Attachment B). If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

2.4 **Executive Order 12549 Regarding Debarment and Suspension** By submission of its response, the Bidder certifies that neither he/she nor their principals are 1) presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2) have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3) are not presently indicted for or otherwise criminal or civilly charged by a government entity with commission of any of the offenses stated above and have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

2.5 **Certification of Non Resident/Foreign Contractors:** If the contractor is a foreign corporation or nonresident contractor, it is agreed that the contractor shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo

2.6 **Contract Documents:** Bidders shall review the sample contract(s) attached as Appendix 1. Any contract for this work shall include all terms and conditions set forth in the sample contract(s).

**SECTION III**

**3.1 Non-Collusion** In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

**3.2 Addendum(s)** The Undersigned acknowledges that he/she has received a complete set of the RFQ and the contract documents and receipt of the following Addenda:

<u>Addendum No. and Date</u>	<u>Addendum No. and Date</u>
_____	_____
_____	_____
_____	_____

**3.3 Validity of Bids** In submitting this bid it is understood that the right is reserved by the City, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.

**3.4 PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all Work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.

**SECTION IV**

**4.1 INSTRUCTIONS TO BIDDERS**

The purpose of the attached specifications is to give detailed data on the conditions under which the project will be constructed, scope of contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements set forth herein and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions made, shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with original specifications.

Exceptions to Specifications – Pages:

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All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the bid submitted. Bidder shall furnish all information requested herein by filling in the blanks on the submitted copy of this specification. Additional pages maybe added if necessary.

Bidder shall visit the site of the work and completely inform himself or herself with regard to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. If awarded the contract, the contractor shall not be allowed any extra compensation because of bidder's failure to inform himself by reason of any matter or thing prior to the bidding when such matter or thing Bidder might have reasonably discovered. The successful contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors. Bids of an incomplete nature, or subject to multiple interpretation may, at the option of the City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, bidder qualifications and experience, and items required for completion.

If any person submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, that person shall in writing all questions and concerns to Michelle Sorensen/Purchasing at 573-874-6317 or Michelle.Sorensen@como.gov. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents.

Bid response(s) shall be plainly headed with the name and address of the Bidder. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation.

The envelope containing the bids shall be sealed and plainly marked as a bid for: *60/2018 – Low Voltage Wiring*

**4.2 SALES TAX EXEMPTION:** Section 144.062 RSMo, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The City shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, Telephone (573) 751-2836.

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

**4.3 BONDING:** Bid bond is not required. Performance and Labor bond shall be required for each designated project that exceeds fifty thousand dollars (\$50,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract.

**4.4 PERFORMANCE AND LABOR BONDS:** When Contractor delivers an Agreement, executed to City, the Agreement shall be accompanied by an Original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City, for any project over the fifty thousand dollar (\$50,000.00) threshold. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Agreement price, guaranteeing complete and faithful performance of the Agreement and payment of all bills, of whatever nature, which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one year after completion of work.

On award of the contract, the successful contractor shall furnish a **performance bond** and a **labor and material payment bond**, each for one hundred percent (100%) of the contract price, guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

#### **4.5 INSURANCE REQUIREMENTS:**

**CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

- a. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy

limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.

- b. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
- c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- d. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- f. The City of Columbia, its elected officials and employees are to be Additional Insureds, during completion of the work, with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F.
- g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.

**SECTION V**

**5.1 Reserved Rights/ Awards:** City's right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" shall mean best; the best bid is not necessarily the lowest bid.

**BIDDERS SIGNATURE:**

Firm \_\_\_\_\_

Individual \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email: \_\_\_\_\_

Date \_\_\_\_\_

RFP EXHIBIT

# ATTACHMENT A

City's Scope of Work and Project Specifications

## **SPECIFICATIONS**

Services will include but are not limited to the following:

- Cat5e and above data cable
- Fiber - Single and Multi-Mode
- Multi-pair voice cable on 110 and 66
- RG6
- Cable for Smoke Detectors
- Cable for Electronic Door Locks
- Cable for Digital Video Recorders and Cameras
- Cable for Intercom and Paging

Installation of:

- Raceways
- J-Hooks
- Conduits
- Racks – Both floor and Wall mount
- Cable Management Systems

Installers must contact the I.T. Department prior to installing any cable to make sure City Standards are met.

**Service is as needed/requested. May be as little as one drop or one end.**

Contractor will endeavor to begin work within three (3) days of notice. For each project Contractor is assigned, the Contractor and City Department will agree upon a project completion time. Contractor will endeavor to complete all work within the agreed upon time frame. Any delays or extensions will be approved by the City Department's designated representative. A deduction of fifty dollars (\$50.00) per hour per calendar day will be deducted by City from any amount due, or that may become due, to Contractors liquidated damages for each day that completion is delayed beyond the time requirement set forth on the Designated Project.

Contractor shall be required to provide at no cost an estimate for a proposed job or project. Estimate to be approved and signed by the project manager..

Billing hourly rate - Quote service rate per man per hour providing low voltage wiring services to the City of Columbia. Rates to include all costs (direct and deliverable) necessary to perform the work required. All admin, travel, mileage, per diem shall be added to the hourly rate quoted. Billing time will not start until contractor is on job site and will end when the contractor leaves the site.

Contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice the brand name and part/model number of all parts used. All work shall be warranted for a minimum period of one year from date of installation. Parts shall carry the manufacture's standard warranty

All persons installing data cable must be a certified installer for Leviton/Berk-Tec products. Must have at least one BICSI Certified Commercial Installer level II, on site during any



installation or termination. BICSI Certified Technician Preferred. Anyone handling the cable should be at least a BICSI Certified Commercial Installer, Level 1. Please submit proof of certification for each certified individual that will be working for the City of Columbia.

Workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work. All installed cable must be labeled at the wall plate with the corresponding number at the patch panel. Installed cable must be tested and verified that it meets the standard of the cable being installed. Test results must be provided. Contractor is to submit all Data Cabling installations to Leviton for the purpose of lifetime warranty registration. The end result must be that we end up with a lifetime Certified/Warrantied install from Leviton/Superior Essex. All employees on site will need to be certified.

Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time while contractor is performing work under this contract. Contractor must take all necessary steps to assure proper safety while performing work under this contract. Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish and debris. Work areas shall be cleaned at the end of each workday. All materials, tools, equipment, etc. shall be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the City department's designated representative shall be consulted. A site inspection will be conducted by the Contractor and the City department's designated representative after the project is complete. If any areas are determined to be unsatisfactory or incomplete, the Contractor will have these areas corrected at their expense and a final inspection will be conducted, after a written approval will be provided to the Contractor.

All invoices must be itemized, this to include but not limited to, materials and mark up, labor, and incidentals required for repairs and services needed. Vendor (Required) shall submit a copy of any invoice(s) for materials provided that details vendor's cost and percentage markup to the City.

Successful Bidder agrees to itemize all invoices per contracted pricing. Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the Contract. If during the audit it is revealed that the Respondent charged the City of Columbia a price higher than the proposed price, the Respondent will reimburse the City of Columbia the amount of the overcharge

City reserves the right to include low voltage wiring in additional construction contracts for new construction or significant remodeling projects. This Low Voltage Wire Term & Supply contractor is intended for use on existing building where additional construction services are not required.

REQ EXHIBIT

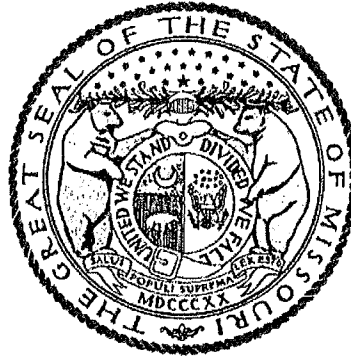
# ATTACHMENT B

Missouri Division of Labor Standards Annual Wage Order  
- #24

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 24

Section 010  
BOONE COUNTY

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

Original Signed by

Tammy Cavender  
Acting Department Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.42	55	60	\$22.40
Boilermaker	6/17		\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter	6/17		\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction/Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/17		\$27.32	122	76	\$12.08
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/17		\$25.22	60	15	\$16.85
Marble Mason	6/17		\$22.24	124	74	\$13.05
Marble Finisher	6/17		\$14.35	124	74	\$9.52
Millwright	6/17		\$26.34	60	15	\$16.85
Operating Engineer						
Group I	6/17		\$29.06	86	66	\$26.00
Group II	6/17		\$29.06	86	66	\$26.00
Group III	6/17		\$27.81	86	66	\$26.00
Group III-A	6/17		\$29.06	86	66	\$26.00
Group IV	6/17		\$26.83	86	66	\$26.00
Group V	6/17		\$29.76	86	66	\$26.00
Painter	6/17		\$23.69	18	7	\$12.08
Pile Driver	6/17		\$26.34	60	15	\$16.85
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker	6/17		\$29.55	124	74	\$14.76
Terrazzo Finisher	6/17		\$19.22	124	74	\$14.76
Tile Setter	6/17		\$22.24	124	74	\$13.05
Tile Finisher	6/17		\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase



**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

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

**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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



**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

**REPLACEMENT PAGE  
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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 86:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

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

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

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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

**NO. 122:** Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

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

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

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

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

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

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

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

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

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

**NO. 76:** The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/17	\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer	6/17	\$28.56	2	4	\$13.52
Skilled Laborer	6/17	\$28.56	2	4	\$13.52
Millwright	6/17	\$31.02	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$28.14	21	5	\$25.89
Group II	6/17	\$27.79	21	5	\$25.89
Group III	6/17	\$27.59	21	5	\$25.89
Group IV	6/17	\$23.94	21	5	\$25.89
Oiler-Driver	6/17	\$23.94	21	5	\$25.89
Pile Driver	6/17	\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/17	\$29.87	25	21	\$12.85
Group II	6/17	\$30.03	25	21	\$12.85
Group III	6/17	\$30.02	25	21	\$12.85
Group IV	6/17	\$30.14	25	21	\$12.85

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

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

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



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

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

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

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

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

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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



**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

RFQ EXHIBIT

# ATTACHMENT C

Everify/Work Authorization

## NOTICE TO VENDORS

### Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
<http://www.dhs.gov/e-verify>



RFQ Exhibit

# ATTACHMENT D

Statement of Bidders Qualifications

## STATEMENT OF BIDDER QUALIFICATIONS

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

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Date Organized: \_\_\_\_\_
4. Date Incorporated: \_\_\_\_\_
5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number. Type of Business: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_
6. Number of years engaged in contracting business under present firm name: \_\_\_\_\_
7. If you have done business under a different name, please give that name and location:  
\_\_\_\_\_
8. Percent (%) of work done by own staff: \_\_\_\_\_ %
9. Have you ever failed to complete any work awarded to your company? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. List a minimum of three recent projects completed within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



RFO EXHIBIT

# ATTACHMENT E

W-9

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : :
OR
Employer identification number : : :

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

*Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.*

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 684 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

WFO EXHIBIT

# APPENDIX 1

Sample Contract

**CITY OF COLUMBIA CONTRACT # 60/2018  
FOR LOW VOLTAGE WIRING  
TERM & SUPPLY  
TABLE OF CONTENTS**

**SECTION**

1. Definitions
2. Scope of Work and Project Specifications, Authorization of Projects
3. Amounts Not To Exceed
4. Designation of Completion Time for Authorized Projects
5. Liquidated Damages
6. Bonding
7. Contractor's Insurance
8. Hold Harmless Agreement
9. Permits
10. Payments
11. Extra Work/Changes
12. Patents
13. Discharge of Employees
14. Assignment
15. Subcontracting
16. Accident Prevention
17. Equal Opportunity
18. Domestic Purchasing Policy
19. Americans with Disabilities Act
20. Material & Workmanship
21. Specifications & Drawings
22. Repairs and/or Replacement of Defective Portions
23. Interference
24. No Third-Party Beneficiary
25. Termination for Default
26. Termination for Convenience
27. Prevailing Wages
28. Construction Safety Program Requirements
29. Unauthorized Aliens Prohibited
30. Specifications
31. No Waiver of Immunities
32. Amendment
33. Governing Law and Venue
34. General Laws
35. Notices
36. Contract Documents
37. Entire Contract  
Contract Signature Page

**Exhibits:**

- A RFP containing City's Scope of Work and Project Specifications
- B None – reserved for future use
- C None – reserved for future use
- D City approved form for Contractor's Performance Bond
- E City approved form for Contractor's Labor & Material Payment Bond
- F Contractor's Insurance Certificate
- G Contractor's Affidavit for Final Payment
- H Final Receipt of Payment and Release
- I Missouri Division of Labor Standards Annual Wage Order
- J Affidavit of Compliance with Prevailing Wage Law
- K Work Authorization Affidavit
- L Contractor's Proposal and Pricing Dated \_\_\_\_\_



**CITY OF COLUMBIA CONTRACT # 60/2018  
FOR LOW VOLTAGE WIRING**

THIS CONTRACT (hereinafter "Contract") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and \_\_\_\_\_, a \_\_\_\_\_ organized in the State of \_\_\_\_\_ and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for a term and supply contract for Designated Projects as defined herein and further described in the Bid Documents, Scope of Work, Plans and Project Specifications set forth herein and other Contract Documents; and

WHEREAS, in response to City's competitive solicitation, Contractor has submitted a proposal dated \_\_\_\_\_ for the Designated Projects, which is attached as Exhibit L; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Designated Projects in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

**1. DEFINITIONS:**

- a. "As directed," "as required," "as permitted," "acceptable to," and words of like import shall mean that the direction, requirement, or permission of the Engineer is intended.
- b. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" or "Contract Documents" shall mean this document and all exhibits and attachments.
- d. "Designated Project Amount" or "Designated Project Price" shall mean for each Designated Project the amount determined according to the process set forth in Section 3 of this Contract. The Designated Project Amount shall include all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind related to the Work.
- e. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.

- f. "Effective Date" shall be the date of the last signatory to this Contract.
- g. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. If applicable, the project manager for this Project shall be identified in subparagraph k of this Section.
- h. "Final Acceptance" shall mean a written notice from the Engineer notifying Contractor that construction has been satisfactorily completed and accepted. The written notice will follow the pre-final and final inspection reports and submission of all affidavits and paperwork required herein.
- i. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved, in writing, by the Engineer. No substitution shall be made unless this definite approval has been obtained from City.
- j. "Project" or "Designated Project" shall mean the building, facility, and/or other improvements for which Contractor is to provide Work under this Contract as designated by City in writing through individual purchase orders. It may also include construction by City or others. Purchase orders may consist of a single project or one phase of a larger project. Contractor shall have no more than one purchase order active at any time under this Contract.
- k. "Project Manager" shall be designated by the City of Columbia to manage the Project on behalf of City and shall be assigned with each individual Purchase Order.
- l. "Project Estimated Price" shall mean the Contractor's estimate for the completion of a Designated Project, based upon the pricing in Contractor's proposal in Exhibit L.
- m. "RFP" shall mean the Request for Proposals issued by the City of Columbia in connection with the Work for the Project. The term RFP shall include and mean RFQ and Request for Quotes or Quotations when the bid documents utilize the term RFQ as opposed to RFP.
- n. "Work" of Contractor or subcontractor includes all items, including but not limited to, transportation of materials and supplies to or from the location of the Project, supervision, management, labor, services, materials, tools, equipment, and supplies whatsoever required to complete the Scope of Work, Plans and Project Specifications as set forth in the Contract Documents, subject to additions, deletions and other changes as provided for in the Contract.

2. **SCOPE OF WORK, PLANS, PROJECT SPECIFICATIONS, AND PROJECT AUTHORIZATION:** Contractor agrees to perform the Work on Designated Projects authorized by City purchase order in writing in a good and workmanlike manner according to the specifications and plans set forth herein and in accordance with Contractor's proposal and pricing which is attached as Exhibit L.

Contractor shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents.

If the Project involves the installation or provision of equipment or goods with manufacturer's warranties, Contractor shall transfer the manufacturer's warranty to City. Contractor further warrants and certifies that any manufacturer's warranty may be transferred to City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by City or specifically stated in the Project Specifications, Plans and Scope of Work, Contractor shall install the equipment or goods in the manner set forth by the manufacturer.

Authorization of Designated Projects by City: During the Term of this Contract, City's Engineer may authorize specific Projects by designating the Project in a written purchase order and requesting from Contractor an estimate for the Work on the Designated Project. Contractor shall within fourteen (14) days provide a written estimate to City's Engineer. Should City elect to proceed with the Designated Project, City shall issue a written Notice to Proceed on the Designated Project. If the estimated costs of the Project exceed fifty thousand dollars (\$50,000.00), Contractor shall provide to City an original executed Performance Bond and Labor and Material Payment Bond for the Designated Project, on forms provided by City. The form for Contractor's Performance Bond is attached as Exhibit D. The form for Contractor's Labor and Material Payment Bond is attached as Exhibit E. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Project price, guaranteeing complete and faithful performance of the Designated Project and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of work on the Designated Project. If the costs of the Designated Project exceed fifty thousand dollars (\$50,000.00), City's Engineer shall not issue a notice to proceed until Contractor has provided City with original executed Performance Bond and Labor and Material Payment Bonds for the Designated Project. The Notice to Proceed for the Designated Project shall indicate a Completion Time for the Project.

3. **AMOUNTS NOT TO EXCEED:** Under no circumstances shall the cumulative amount of payment from City to Contractor for all Designated Projects authorized pursuant to this Contract exceed the amount appropriated for that purpose in a given year, and each Designated Project shall have a not to exceed amount in the purchase order for Contractor's completion of the Project in accordance with the



requirements and terms and conditions set forth in this Contract. City has no financial obligation for both this purchase order and Contract until City Purchasing Agent issues a purchase order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order. As a term and supply contract the budgeted and appropriated amount is a total amount expendable by City on all contracts and designated projects, with no minimum value promised to Contractor. Contractor may not be selected for any designated projects and if so would receive no compensation at all.

The Designated Project Amount is subject to final determination of Work performed at unit prices set forth in Contractor's Proposal and Pricing submitted by Contractor. Unless otherwise stated elsewhere in the Contract Documents, the quantities of unit price Work set forth in Contractor's Proposal and Pricing and the Project Estimated Price are estimates only, are not guaranteed, and the determination of the actual quantities and classifications of unit price Work performed will be made by City and final payment for all unit price items set forth in Contractor's Proposal and Pricing will be based on actual quantities used on the Designated Project as determined by City. Contractor is responsible for verifying the unit quantities before excavation and/or installation at the Designated Project site. Contractor shall identify and notify City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Project Estimated Price IN ADVANCE of performing the Work. Any increase in quantities of materials or work performed as a result of over-excavation by Contractor will not be compensated.

Payment of the Designated Project Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Designated Project Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Designated Project Amount. The Work set forth in the Designated Project Amount shall be itemized according to the Contractor's Proposal and Pricing and the Contractor's Estimated Price. All Work not specifically set forth in Contractor's Proposal and Pricing as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Designated Project Amount which shall be based on and in accord with the pricing set forth in Contractor's Proposal and Pricing.

**3.1 TERM & SUPPLY CONTRACT RENEWAL OPTIONS:** The initial term is for one (1) year from the date of signature of this Contract. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, Contractor and City shall continue performance under this Contract until City has a new contract in



place with either Contractor or another provider or until City terminates the Contract.

3.2 This Contract will renew automatically for four (4) additional one-year renewal periods subject to the following:

- a. If Contractor requests an increase in compensation for any renewal period, Contractor shall notify the Purchasing Agent no less than sixty (60) days prior to the end the contract period and shall provide evidence to the satisfaction of the Purchasing Agent of the increased costs incurred by Contractor for any element of the contract for which an increase is thereby requested.
- b. The Contract Administrator of the Purchasing Division shall notify Contractor in writing of the intent to exercise the renewal option. However, failure to notify Contractor does not waive the City's right to exercise the renewal option.

4. **COMPLETION TIME:** Contractor will start work promptly, after receipt of a Notice to Proceed and complete the Work on a Designated Project within 3 days unless otherwise agreed upon between contractor and requesting City of Columbia department after receiving request by the City of Columbia per calendar days stated in each individual purchase order from the date of the Notice to Proceed. It is expressly understood and agreed, by and between Contractor and City, that the contract time to complete the Work described in the individual purchase order is a reasonable time to perform the work fully, entirely and in an acceptable manner to City, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted except in case of additional work requested by City under Change Order.

5. **LIQUIDATED DAMAGES:** Time is of the essence in this Contract. A deduction of fifty dollars (\$50.00 per hour) per calendar day will be deducted by City from any amount due, or that may become due, to Contractor as liquidated damages for each day that completion is delayed beyond the time requirement set forth on the Designated Project purchase order. Contractor agrees such sum is a fair and reasonable approximation of the actual damages incurred by City for the Contractor's failure to complete the Work on the Designated Project within the time set forth herein and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by City for such delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to complete the Work on the Designated Project in accordance with this Contract. Specifically, but without limitation, City may exercise any of its default or termination rights under this Contract under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Work on the Designated Project as set forth herein. Permitting Contractor to continue and finish the Work on the Designated Project or any part of it after the expiration of the stipulated time, or after any extension of the time, shall in no way operate as a waiver on the part of City of any of its rights under this Contract.

6. **BONDING:** On each Designated Project on which the Contractor's Project Estimated Price is more than fifty thousand dollars (\$50,000.00), Contractor shall deliver, to City, an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Designated Project price, guaranteeing complete and faithful performance of the Designated Project under this Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and Final Acceptance on the Designated Project. The approved form for the Contractor's Performance Bond is attached as Exhibit D. The approved form for the Contractor's Labor and Material Payment Bond is attached as Exhibit E.
7. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
- a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
  - b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
  - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
  - d. **Business Auto Liability.** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional

Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Projects to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F.
  - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
  - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
  - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
8. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
9. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.
10. **PAYMENTS:** For each Designated Project, Contractor will be allowed payment in accordance with the following schedule.

- a. Not later than thirty (30) days after receipt of invoice, City will make partial payment to Contractor on the basis of a duly certified payments for materials delivered/stored on the Designated Project site (or other City approved storage site with such written assurances as required by City) that shall be based only upon the actual cost of such materials to Contractor and shall not include any overhead or profit to Contractor approved estimate of the cost of materials delivered to the Designated Project site and work performed at the Designated Project site during the preceding calendar month by Contractor less any offsets or deductions authorized in this Contract or otherwise authorized by law, but City will retain five percent (5%) of the amount of each such estimate. Not later than thirty (30) days after final tests and acceptance, City will make final payment of the retained five percent (5%). If, for any reason, City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of this Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by Contractor.
- b. Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the Work have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates and that Contractor shall release the City of Columbia from all further claims, which certificate must bear the written endorsement of the Surety on the bond. Contractor shall complete and submit Contractor's Affidavit for Final Payment for the Designated Project as set forth in Exhibit G to City along with any and all other completed affidavits and forms set forth in this Contract with Contractor's request for final payment for the Designated Project. The acceptance by Contractor of the final payment for the Designated Project shall constitute a release and waiver of any and all rights and privileges under the terms of this Contract; further, the acceptance by Contractor of final payment for the Designated Project shall relieve City from any and all claims or liabilities on the part of City relating to or connected with this Contract.
- c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation of this Contract and all Designated Projects will be paid by Contractor, and the total amount of such costs will be included in the total cost of the Work.
- d. Contractor shall pay:
  - For all transportation and utility service not later than the 20<sup>th</sup> day of the calendar month following that in which the services are rendered.
  - For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of the cost thereof, not later than the 20<sup>th</sup> day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Designated Project, and the balance of the cost thereof not later than the 30<sup>th</sup> day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

To each of his subcontractors, not later than the 5<sup>th</sup> day following each payment to Contractor, the respective amounts allowed Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.

- e. City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:
    - 1. Unsatisfactory job progress;
    - 2. Defective Work;
    - 3. Failure to make payments to subcontractors or suppliers;
    - 4. Reasonable evidence that all Work or the Designated Project cannot be completed for the unpaid balance of this purchase order Amount;
    - 5. Damage by Contractor or subcontractors or suppliers to property of City or others;
    - 6. Contractor's breach of this Contract; or
    - 7. Contractor's failure to provide requested documentation.
  - f. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Designated Project Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.
11. **EXTRA WORK AND CHANGES:** If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, City may issue to Contractor a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly. Extra work shall be done in accordance with the specifications. Compensation to Contractor will be calculated as an addition to or deduction from the Designated Project Amount, based upon such written terms as may be established between the Parties either:
- a. By an acceptable lump sum proposal of Contractor submitted for each individual Purchase Order; or
  - b. By unit price of the original bid or acceptable unit price for which there is no unit price in the original bid, and a not to exceed amount; or

- c. On a cost-plus limited basis not to exceed a specified limit.

Where such prices or sums cannot be agreed upon, the work shall be done upon a force account basis if so ordered by the Engineer.

11.1 **Force Account.** City may require the work to be done by force account, only when expressly directed in writing by the Engineer and in no other instance whatsoever for any determination of contract adjustments for any work performed on the Designated Project, whether claimed under the Contract, for breach of the Contract, arising from a claimed representation by which the Contract was induced or any other basis. All extra work done on a force account basis will be paid for in the following manner:

**Labor.** For all lead workers and laborers, Contractor will receive the rate of wage paid for each hour that said lead workers and laborers are engaged in the force account work.

Contractor will receive the actual costs paid to, or on behalf of, employees for subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, if such amounts are required by the collective bargaining agreement or employment contract applicable to the classes of labor employed on the work.

An amount equal to ten (10) percent (five (5) percent profit and five (5) percent overhead of the sum of the above items will also be paid Contractor.

**Insurance and Taxes.** For property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, Contractor will receive the actual cost paid, to which no percentage will be added.

**Material.** For material accepted by the Engineer and used, Contractor will receive the actual cost of such material delivered on the work, including transportation charges paid (exclusive of equipment rentals as hereinafter set forth), to which cost ten (10) percent (five (5) percent profit and five (5) percent overhead) will be added. For all material used in connection with, but not entering permanently into the work, reasonable depreciation will be allowed.

**Equipment.** For only that Contractor-owned equipment necessary to accomplish the force account work, including all fuel and lubricants, tires and repairs, Contractor will be allowed an hourly rate equal to the monthly rental rate divided by one hundred seventy-six (176) hours as set out in the Rental Rate Blue Book for Construction Equipment on file in the Office of the Secretary of the Commission at the time the work is begun. The allowed rates will be the rate adjustment factor multiplied by the bare hourly rates multiplied by the regional adjustment factor, plus the estimated operating cost per hour. The allowed time will be the actual operating time on the work. For the time required to move the

equipment to and from the site of the work and any authorized standby time, the rate will be fifty (50) percent of the hourly rate after the actual operating costs have been deducted. All allowed time shall fall within the authorized working hours for such extra work. No payment will be allowed for time elapsed while equipment is broken down or being replaced. The hourly rental rates will apply only to equipment that is already on the job. If the actual unit of equipment to be used is not listed in the schedule, the rate listed for similar equipment with the approximate same initial cost shall be used. Equipment to be used and all prices shall be agreed upon in writing before such equipment is used. An amount equal to ten (10) percent (five (5) percent profit and five (5) percent overhead) of the sum of these items will also be paid to Contractor. Whenever it is necessary for Contractor to rent equipment, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies. All prices shall be agreed upon in writing before such equipment is used.

**Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools or other costs for which no specific allowance is herein provided. No allowance will be made for any consequential loss of profit or production, actual or anticipated because of any force account. Jobsite and home office overhead expenses shall be considered fully compensated by the payments provided in this section.

**Subcontracted Work.** For administration and all overhead costs in connection with approved subcontract work, Contractor will receive an amount equal to five percent of the actual cost of the subcontracted work. The Engineer has the authority to require alterations in the equipment and labor force assigned to force account work, to limit authorization of overtime work to that normally used on a project for work of similar nature or to require overtime work when an emergency exists, and to require the cessation of force account work when adverse conditions seriously limit productivity.

**Statements.** No payment will be made for work performed on a force account basis until Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (a) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (b) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- (c) Quantities of material, prices and extensions.
- (d) Transportation of material.
- (e) Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security.

Statements shall be accompanied and supported by receipted invoices for all rental equipment, material used and transportation charges.

If material used on the force account work is not specifically purchased for such work but is taken from the Contractor's stock, then in lieu of the invoices, Contractor shall furnish an affidavit certifying that such material was taken from Contractor's stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to Contractor.

**Compensation.** Each day the Contractor's representative and the Engineer shall compare records of the cost of work done as ordered on a force account basis. Two copies of these records will be made by the Engineer on forms provided by City, and the copies shall be signed at the end of each day by both the Engineer and Contractor, one copy to be retained by the Engineer, and one copy to be retained by Contractor. The total payment made, as provided in this section shall constitute full compensation for such work.

12. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used. If Contractor is required or desires to use any design, device material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by City. Contractor shall indemnify, defend and save harmless City from any suit, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.
13. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from City, be removed by Contractor and replaced by an employee with proper qualifications.
14. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by Contractor, will be recognized unless such assignment has had the approval of City and the Surety, (if the Designated Project involves bonding), has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

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

15. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. For each Designated Project, Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing to the Engineer



as soon as subcontracts are made and approved by City. Any subcontractor performing work under this Contract at the direction of Contractor shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit H. This completed form shall be submitted to City along with Contractor's application for final payment on a Designated Project.

16. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
  - a. The safety provisions of applicable laws, and building and construction codes, shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during this Project.
  - b. Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on this Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
17. **EQUAL OPPORTUNITY:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation or gender identity.
18. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
19. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

20. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
21. **SPECIFICATIONS AND PLANS:** Contractor shall keep at the job site a copy of the plans and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense. Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.
22. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Until work is accepted by the Engineer, it shall be in the custody and under the charge and care of Contractor. Contractor shall rebuild, repair, restore, or make good, at his own expense, all damages to any portion of the work before its completion and Final Acceptance, caused by the action of the elements or from any other reason. City shall have the right of full possession and use of any or all completed portions of the work, regardless of the completion time for the Contract, and such possession and/or use shall not release Contractor from the proper and adequate maintenance of any street or alley or property over which this work may go, nor shall such possession and/or use be deemed as Final Acceptance by City.

Contractor shall be responsible for a period of one (1) year from and after the date of Final Acceptance by City of the Work on a Designated Project covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.

23. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
24. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.

25. **TERMINATION FOR DEFAULT:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the Engineer may give notice in writing by registered mail to Contractor and the Surety of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction the Engineer the fault specified in said notice, or the Surety does not proceed to take over the work for completion under the direction of the Engineer, City shall have full power and authority, without impairing the obligation of Contract or the bond, to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor and Contractor's Surety shall be liable for all costs and expenses incurred by City in completing the work, and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by City is less than the sum which would have been payable under the Contract if it had been completed by Contractor, Contractor, or Contractor's Surety, shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, Contractor and Contractor's Surety shall be liable and shall pay to City the amount of such excess.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

26. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever City, through its Purchasing Agent, determines that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:

- a. Stop work on this Contract on the date and to the extent specified in the letter.
- b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
- c. Complete on schedule such part of the work as will not be terminated by termination letter.

27. **PREVAILING WAGES:** Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. This Contract shall be based upon payment by Contractor and his subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards. The Missouri Division of Labor Standard Annual Wage Order applicable to this Project is attached as Exhibit I.

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

Pursuant to Section 290.250 RSMo, Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him. After completion of the work and before final payment can be made under this Contract on a Designated Project, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit J.

28. **CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.

- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

- 29. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor 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. Contractor shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in Exhibit K. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Designated Projects.

- 30. **SPECIFICATIONS:** Contractor shall perform all work on the Designated Projects in accordance the requirements set forth in the Scope of Work, Plans and Project Specifications which are attached as Exhibit A.

- 31. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

- 32. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

- 33. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

34. **GENERAL LAWS:** Contractor shall perform all work to the complete satisfaction of City and in accordance with all federal, state, county, municipal, and other local laws, ordinances, and regulations applicable to said work.

35. **NOTICES:**

a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

**IF TO CITY:**

City of Columbia  
 Finance Department  
 P.O. Box 6015  
 Columbia, MO 65205-6015  
 ATTN: City Purchasing Agent

**IF TO CONTRACTOR:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 ATTN: \_\_\_\_\_

With a Copy to:

**Information Technologies  
 Department**  
 P.O. Box 6015  
 Columbia, Mo 65205  
 ATTN: Engineer or Project Manager

**Kevin Leake**

b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

c. Contractor’s designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor’s behalf on any matter related to this Contract and/or the Work.

36. **CONTRACT DOCUMENTS:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

<u>Exhibit</u>	<u>Description</u>
A	RFP containing City’s Scope of Work, Plans and Project Specifications
B	None – reserved for future use
C	None – reserved for future use
D	City approved form for Contractor’s Performance Bond
E	City approved form for Contractor’s Labor & Material Payment Bond

F	Contractor's Insurance Certificate
G	Contractor's Affidavit for Final Payment
H	Final Receipt of Payment and Release
I	Missouri Division of Labor Standards Annual Wage Order Applicable for the Project
J	Affidavit of Compliance with Prevailing Wage Law
K	Work Authorization Affidavit
L	Contractor's Proposal and Pricing

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

37. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Designated Projects authorized pursuant to this Contract. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Purchasing Agent

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, account(s) to be determined at the time of the purchase order, and that there is an unencumbered balance to the credit of such account(s) sufficient to pay therefore.

By: \_\_\_\_\_  
Michele Nix, Director of Finance

(Seal)

\_\_\_\_\_

By: \_\_\_\_\_

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

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

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

ATTEST:

By: \_\_\_\_\_

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



Contract Exhibits

# EXHIBIT A

RFP containing City's Scope of Work and Project  
Specifications

*Insert from RFP*

Contract Exhibits

# EXHIBIT B

None - Reserved for Future Use

Contract Exhibits

# EXHIBIT C

None - Reserved for Future Use

Contract Exhibits

# EXHIBIT D

Contractors Performance Bond

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_

a corporation organized under the laws of the State of \_\_\_\_\_,  
and authorized to transact business in the State of Missouri as Surety, hereinafter called Surety, are held and  
firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, in the amount of  
\_\_\_\_\_ (\$) for the payment whereof  
Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly  
and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, entered into Contract with  
Owner for: \_\_\_\_\_ project accordance with specifications prepared by  
the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the  
Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly  
and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in  
full force and effect.

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

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

- a. Complete the Contract in accordance with its terms and conditions, or
- b. Obtain a bid for submission to Owner for completing the Contract in accordance with  
its terms

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set its hand and the Surety has caused these presents to be executed in its name, and its Corporate Seal to be affixed by its Attorney-in-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
Attorney-in-Fact

By: \_\_\_\_\_  
Missouri Representative

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

Contract Exhibits

# EXHIBIT E

Contractors Labor & Material Payment Bond

## LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of \_\_\_\_\_ (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for \_\_\_\_\_, in accordance with drawings and specifications prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

1. A claimant is defined as one having a direct Contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant; prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - i Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such



services need not be made by a public officer.

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

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

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

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

\_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_ (Seal)

(Attorney-in-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

Contract Exhibits

# EXHIBIT F

Contractor's Insurance Certificate

*Insert from RFP*

Contract Exhibits

# EXHIBIT G

Contractors Affidavit for Final Payment

**AFFIDAVIT FOR FINAL PAYMENT**

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

\_\_\_\_\_  
Contractor                                      Address                                      City                                      State

hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, covering work to be performed and material to be furnished for:

\_\_\_\_\_  
Name of Project

WHEREAS, Contractor has performed work, and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

\_\_\_\_\_ DOLLARS,  
Balance of said Contract

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise, Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

\_\_\_\_\_  
Contractor

Personally appeared before me, a Notary Public, within and for the County of \_\_\_\_\_,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

Contract Exhibits

# EXHIBIT H

Contractors Affidavit for Receipt of Payment and Release

**FINAL RECEIPT OF PAYMENT AND RELEASE**

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

\_\_\_\_\_ hereinafter called "Subcontractor" who heretofore entered into a Subcontract with \_\_\_\_\_, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

\_\_\_\_\_  
(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Contract Exhibits

# EXHIBIT I

Missouri U.S. Prevailing Wage Rates Applicable to the  
Project

*Insert from RFP*

Contract Exhibits

# EXHIBIT J

Affidavit of Compliance with Prevailing Wage Law



**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

State of \_\_\_\_\_, personally came and appeared \_\_\_\_\_,  
(Name)

\_\_\_\_\_, of the \_\_\_\_\_,  
(Position) (Company Name)

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

\_\_\_\_\_  
(Name of Project)  
located at \_\_\_\_\_ in  
\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

Personally appeared before me, a Notary Public, within and for the County of

\_\_\_\_\_,  
State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

Contract Exhibits

# EXHIBIT K

Everify/Work Authorization

*Insert from RFP*



Company ID Number: 503171

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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

Company ID Number: 503171

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

<b>Employer Steel-Nett, LLC</b>	
<b>Shannon Steelman</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>02/10/2012</b> Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>02/10/2012</b> Date

Information Required for the E-Verify Program

**Information relating to your Company:**

Company Name:	<b>Steel-Nett, LLC</b>
Company Facility Address:	<b>3751 E Christian School Rd</b>
	<b>Hartsburg, MO 65039</b>
Company Alternate Address:	
County or Parish:	<b>BOONE</b>
Employer Identification Number:	<b>262132887</b>

Company ID Number: 503171

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>MISSOURI 1 site(s)</li></ul>	

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

Name:	<b>Theresa A Dubuisson</b>	Fax Number:	<b>(573) 874 - 5840</b>
Telephone Number:	<b>(573) 442 - 7856</b>		
E-mail Address:	<b>tdubbie@cjettpa.com</b>		
Name:	<b>Shannon Steelman</b>	Fax Number:	<b>(573) 874 - 5840</b>
Telephone Number:	<b>(573) 823 - 9932</b>		
E-mail Address:	<b>shannon@steel-nett.com</b>		



STEELLC-01

SMCMIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/24/2018

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

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

<b>PRODUCER</b> Winter-Dent 2700 Forum Blvd Columbia, MO 65203	<b>CONTACT NAME:</b> Sara McMinn <b>PHONE (A/C, No, Ext):</b> (573) 634-2122 <b>FAX (A/C, No):</b> (573) 636-7500 <b>E-MAIL ADDRESS:</b> sara.mcminn@winter-dent.com														
<b>INSURED</b>  Steel-Nett LLC 14000 Hunters Circle Ashland, MO 65010	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A : United Fire &amp; Casualty Company</b></td> <td style="text-align: center;"><b>13021</b></td> </tr> <tr> <td><b>INSURER B : The Hartford Insurance Group</b></td> <td style="text-align: center;"><b>29424</b></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : United Fire &amp; Casualty Company</b>	<b>13021</b>	<b>INSURER B : The Hartford Insurance Group</b>	<b>29424</b>	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER E :</b>															
<b>INSURER F :</b>															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		60391447	03/18/2018	03/18/2019	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>A</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		60391447	03/18/2018	03/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			60391447	04/24/2018	03/18/2019	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WBCBM2927	07/08/2017	07/08/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

**CERTIFICATE HOLDER****CANCELLATION**

County of Boone, Missouri C/O Purchasing Department 613 E Ash St Columbia, MO 65201	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p>AUTHORIZED REPRESENTATIVE</p>
--	---

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 10th day of May 20 18

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract CT160381001 to purchase Cisco Network, Related Products, Smartnet Maintenance, and Services from World Wide Technology, Inc.

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 10th day of May, 2018

ATTEST:

Taylor W. Burks  
Taylor W. Burks  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner  
Fred J. Parry  
Fred J. Parry  
District I Commissioner  
Absent  
Janet M. Thompson  
District II Commissioner



# Boone County Purchasing

**Robert Wilson**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Robert Wilson  
**DATE:** April 30, 2018  
**RE:** Cooperative Contract: CT160381001 – Cisco Network, Related Products, Smartnet Maintenance, and Services

Boone County Information Technology Department requests permission to utilize the State of Missouri cooperative contract *CT160381001* to purchase Cisco networking products, related products, Cisco Smartnet branded maintenance, and professional services from World Wide Technology, Inc.

This is a county-wide term and supply contract.

**cc:** Aron Gish, Director, IT  
Steve Smith, Technology Services, Circuit Court  
Contract File

**PURCHASE AGREEMENT FOR  
CISCO NETWORK, RELATED PRODUCTS, SMARTNET MAINTENANCE, AND SERVICES  
TERM AND SUPPLY**

**THIS AGREEMENT** dated the 10<sup>th</sup> day of May 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **World Wide Technology, Inc.** herein "Contractor."

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


1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Cisco Network, Related Products, Smartnet Maintenance, and Services** in compliance with State of Missouri Contract **CT160381001** and Boone County Missouri Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Cisco networking products in accordance with the terms of the State of Missouri Contract **CT160381001** for Cisco Network, Related Products, Smartnet Maintenance, and Services.
3. **Contract Duration** - This agreement shall commence on **date written above and extend through September 14, 2020** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date in writing by the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
4. **Billing and Payment** - All billing shall be invoiced to the appropriate Office / Department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); 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.
5. **Delivery** - Vendor agrees to deliver networking products as set forth in the contract documents and within 30 days after Receipt of Order.
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:

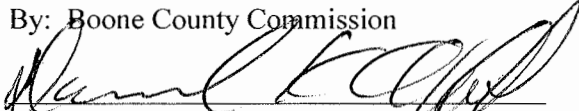
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications 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.

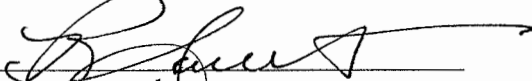
**WORLD WIDE TECHNOLOGY, INC.**

By   
Title Area Vice President

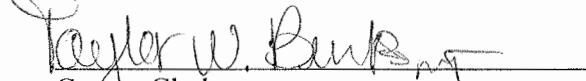
**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

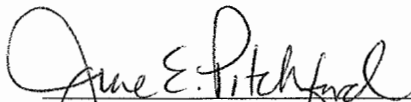

  
County Counselor

ATTEST:

  
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 

5/1/16  
Date

County Wide - 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. 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.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

**NOTIFICATION OF STATEWIDE CONTRACT**

9/25/17

**CONTRACT TITLE:** CISCO NETWORK, RELATED PRODUCTS, SMARTNET MAINTENANCE, AND SERVICES

**CURRENT CONTRACT PERIOD:** 9/15/17 through 9/14/20

**BUYER INFORMATION:** Name ROY BURGESS  
Phone (573) 751-1692  
Email address roy.burgess@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Total Renewal Options Available	Potential Final Expiration
	9/15/2017 through 9/14/20	3	9/14/23

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

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES. Local Purchase Authority shall not be used to purchase supplies/services included in this contract unless specifically allowed by the contract terms.

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

CONTRACT NUMBER	VENDOR NUMBER/ MISSOURIBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCUREMENT
CT160381001	4319128950 0 MB00091890	World Wide Technology, Inc. 58 Weldon Parkway St. Louis, MO 63043-3101 Phone: (888) 234-8898 Fax: (800) 775-5475 Web Address: <a href="http://www.wwt.com/missouri">http://www.wwt.com/missouri</a>  See Below for Contact Information	YES	YES

## STATEWIDE CONTRACT HISTORY

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

Contract Period	Issue Date	Summary of Changes
Effective 9/27/17 the award of the contract to World Wide Technology is under protest. Contract users are requested to delay purchases, when possible, until the protest is resolved; however, urgent orders may be placed under this contract.		
9/15/17 through 9/14/20	9/25/17	◆ Issuance of contract CT160381001

### WORLD WIDE TECHNOLOGY CONTACT INFORMATION FOR CONTRACT CT160381001

<b>Toll Free Number</b>	888-234-8898
<b>Team Fax</b>	800-775-5475
<b>Team Email for Quotes</b>	<a href="mailto:somcisco@wwt.com">somcisco@wwt.com</a>

Name	Title	Phone	Cell	Email
Jim Mazzio	Regional Sales Director	314-919-1480	314-323-3531	<a href="mailto:jim.mazzio@wwt.com">jim.mazzio@wwt.com</a>
Molly Jones	Account Manager	573-636-3731	573-230-8731	<a href="mailto:molly.jones@wwt.com">molly.jones@wwt.com</a>

**1. Mandatory Use of Contract:**

- 1.1 WWT shall provide products and services on an as needed, if needed basis. Any state agency needing the products and services shall be required to use the resulting statewide contract unless an exemption is granted by the Division of Purchasing. State universities and legislative and judicial branch agencies may, but are not required, to utilize the contract(s).
- 1.2 The contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate Cisco products and/or services elsewhere.
- 1.3 The Office of Administration, Information Technology Services Division (ITSD), may restrict usage of the contract for various technologies by state agencies. Agencies within the consolidated ITSD structure will require permission from the state CIO or designated personnel in order to make product purchases from the contract that vary from architectural standards and/or enterprise initiatives.
- 1.4 Cisco has been established as the statewide standard manufacturer for networking products by the State of Missouri. Expansion of all existing networks shall utilize Cisco products. State agencies utilizing other manufacturer's products may be maintained or replaced. However, expansion of such networks shall utilize Cisco products.

**2. General Information:**

- 2.1 WWT shall provide the full line of Cisco networking products and services, including pre-sales support, installation, engineering, help-desk/telephone/electronic support, Cisco Smartnet branded maintenance, training, and professional services for any agency of the State of Missouri (hereinafter referred to as the "state agency") in accordance with the terms and conditions defined herein.
- 2.2 The acquisition of professional services is intended to support the design, acquisition and implementation of the state's network/network applications and in concert with the provision of Cisco products acquired under the contract.
- 2.3 Any service work that might require prevailing wage determinations from the Missouri Department of Labor Standards shall not be performed under this contract.
- 2.4 WWT shall provide new and unused equipment and accessories (equipment/accessories only certified as new shall not be acceptable) made of first class materials. Used, remanufactured, or refurbished equipment shall not be acceptable.
- 2.5 WWT must provide all Cisco promotional and trade-in pricing to the state.
- 2.6 WWT must provide equipment that is equipped with Cisco's latest software release version, unless a state agency requests an alternative software version be installed on the equipment.
- 2.7 WWT shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to WWT for replacement.
- 2.8 When the state agency places an order for products, installation, training, and maintenance with WWT they shall pay the price that is indicated on Cisco's global list price less the discount to the State of Missouri the day of the purchase order is mailed or faxed to the contractor.
- 2.9 The State of Missouri may make advance deposits/payment for hardware maintenance and software maintenance (upgrades/new releases/technical support-type agreements) only.



2.10 WWT must supply the user documentation/operating manuals necessary to install, operate and maintain the products provided.

**3. Single Point of Contact:**

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

**4. Pre-Sales Support:**

4.1 The contractor's account management team shall provide pre-sales design and engineering support at no additional charge to the state agency to allow the state agency to process an order, including, but not limited to, current and new product information, configuration assistance, and product pricing. Once WWT has provided enough pre-sales design and engineering support for the state agency to place an order the contract may charge for any additional on-site design and engineering support, if approved by the state agency. The contract must provide pre-sales design and engineering support on-site, by telephone, and by email.

4.2 Telephone and email pre-sales design and engineering support: WWT must provide all telephone and email responses to pre-sales design and support requests twenty-four (24) hours after requested by the state agency at no additional charge to the state agency.

4.3 On-site pre-sales design and engineering support: It shall be at the state agency's sole discretion to determine whether on-site pre-sales design and support is necessary. If the state agency determines on-site pre-sales design and engineering support is necessary, WWT must be on site within forty-eight (48) hours after requested by the state agency. WWT must provide enough on-site pre-sales design and engineering support to provide the state agency with the necessary information to place an order at no additional charge to the state agency. WWT must notify the state agency before any billable on-site pre-sales support is performed. WWT must utilize the firm, fixed professional service rates identified herein for all billable pre-sales support provided.

4.4 Everything ordered by and delivered to the state must be compatible with the environment for which it is ordered.

**5. Installation:**

5.1 WWT must provide installation services for new systems upon request by the state agency. If the equipment is considered to be user-installable, WWT must provide installation assistance (e.g. telephone support), if requested.

**6. Training:**

6.1 WWT must assist in providing available Cisco certified training, as requested by the state.

**7. Warranty:**

7.1 WWT must provide the available warranties from Cisco. Warranties shall commence upon delivery and acceptance at the state agency facility. WWT must provide Cisco's warranty and maintenance programs.

**8. Smartnet Maintenance:**

- 8.1 WWT must provide direct access to Cisco's various levels of service provided directly by Cisco's maintenance technicians. WWT should have a comprehensive service organization capable of providing the various service levels below.
- 8.2 WWT must provide Smartnet maintenance services for hardware and software on-site in accordance with Cisco's coverage areas within the State of Missouri (both during and after the warranty). WWT shall provide advanced parts replacement not involving on-site personnel. The contractor's software maintenance must include software fixes, patches, upgrades, and new releases as available in the Cisco software maintenance offerings. Each state agency shall choose which, if any, maintenance coverage best meets their needs.
- 8.3 WWT must provide notification to the state agency of any expiring Smartnet maintenance at least 30 days in advance of the actual expiration date.
- 8.4 WWT shall agree and understand that the State of Missouri reserves the right to cancel Smartnet maintenance on any or all of the item(s) with 30 days prior written notice to the contractor.
- 8.5 Any warranty period maintenance, including parts and labor, must be performed by Cisco authorized service organizations. WWT shall be responsible for notifying the Cisco authorized service organization in the event maintenance is required during the warranty period.
- 8.6 WWT shall provide access to Cisco's toll-free telephone number and on-line technical support including contacts with Cisco.

**9. Equipment Disposal:**

- 9.1 WWT will not provide for the disposal of equipment.

**10. Delivery:**

- 10.1 WWT must deliver the item(s) ordered from the resulting contract, FOB Destination, freight charges prepaid by the contractor, to the agency location specified on the purchase order issued by the state agency.
- 10.2 Expedited Shipping: Normal and reasonable freight charges must be included in the cost of all products purchased, unless the freight charges are a result of the state agency requesting expedited shipping (e.g. overnight, 2<sup>nd</sup> day service, etc.). Any such requests shall be in writing from the state agency.
- 10.3 Delivery Timeframes: WWT must deliver all products within thirty (30) calendar days after the contractor's receipt of a properly authorized purchase order unless the timeframe specified on the website or as quoted to the state agency by the account management team at the time of order indicates otherwise.
- 10.4 WWT must notify the agency of a later delivery date should the actual delivery days exceed that which was previously specified. The state agency must authorize the late delivery, cancel the order, or modify the order to reflect an acceptable product substitution. Any such authorizations shall be in writing.
  - a. Damaged Product: WWT shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to WWT for replacement.

## **11. Account Management:**

- 11.1 WWT must provide current product and pricing information to state agencies through an account management team. WWT shall assign an account management team to the State of Missouri to ensure adequate oversight and ample support in assisting the state agency's needs.
- 11.2 Account Management Team: The account management team must consist of knowledgeable sales specialists who are reasonably available in all locations of the state where the state maintains a presence.
- 11.3 Product/Pricing Assistance: The account management team must be able to assist state agencies in obtaining product information, availability, pricing, and answering general questions about product compatibility, usability, etc.
- 11.4 In assisting with the research of a product to determine availability, the team shall respond to the state agency with a reasonable product solution within five (5) working days or issue a waiver to the agency making the request.
- 11.5 Team Accessibility: The account management team must be accessible by both telephone and email between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, excluding state holidays.
- 11.6 Contact Information: WWT must provide contact information for all members of the account management team to the Division of Purchasing and Materials Management. The contact information should be posted on the contractor's website and members of the account management team designated to specific state agencies must be identified as applicable.

## **12. Pricing:**

- 12.1 Product and Smartnet Maintenance Pricing: WWT shall invoice the state agency for all products provided under the contract based upon a firm, fixed discount off of the Cisco Global List Price. Upon request from the state agencies, WWT must provide price quotation(s) within two (2) working days from request, which state agencies can use to obtain internal approval and prepare authorized purchase orders. Each quotation must include, at a minimum, the following information:
- Date the quote is generated;
  - Appropriate state agency information (i.e. state agency number/identifier, address, etc.);
  - Product part number;
  - Product description;
  - Requested product quantity;
  - Product unit cost; and
  - Quotation total cost.
- 12.2 Professional Services Pricing: WWT shall invoice the state agency for all services provided under the contract in accordance with the pricing stated in the contract.
- 12.3 Smartnet Maintenance Pricing: WWT shall apply the same firm, fixed discount off the Cisco Global List Price for products currently owned by the state as well as new purchases from the contract. When Smartnet maintenance is renewed with the current provider, the firm, fixed discount for the renewal of Smartnet maintenance must be utilized.

## **13. Order Processing:**

- 13.1 Order Information: Except as otherwise noted in herein, the state agency shall generate a purchase order based on product quotes obtained from the account management team or through product/pricing

information obtained via the contractor's website. The state agency shall specify, at a minimum, the following information:

- Contract number;
- Order number;
- State agency number/identifier (if applicable);
- State agency contact (agency's name, contact person [two (2) individuals if possible] and phone numbers);
- Contract line item number;
- Quantity;
- Unit price; and
- Any pertinent information relating to the product(s) and/or services requested (including brand/model, options, and any required services).

13.2 Submittal of Order: WWT must accept orders in hard copy form via mail or fax.

13.3 Acknowledgement of Receipt of Order: WWT must provide written acknowledgement (email or fax) to the state agency within twenty-four (24) hours of the receipt of authorized purchase order.

13.4 Order Substitutions: WWT shall not substitute any item(s)/component(s) ordered by a state agency until the contractor: 1) notifies the agency in writing (email is acceptable if the designated contact has an email address, and 2) receives written approval from the state agency to proceed with the substitution.

13.5 Substitution Authorization: The State of Missouri reserves the right to accept any proposed substitution offered by WWT on the order; however, the state agency shall be final authority as to the acceptability of substitutions and reserves the right to accept or reject any substitution.

13.6 Substitution Approval Form: WWT must provide a form for state agencies to use to indicate their approval of a product substitution prior to the contractor's shipment of the substituted goods. This approval may be executed via email, fax, or hardcopy mail/delivery.

13.7 Packing Slips and Shipping Labels: The contract must provide packing slips and shipping labels in accordance with the following requirements:

13.8 Generation of Packing Slips and Shipping Labels: WWT shall generate a packing slip and shipping label to the ordering agency with, at a minimum, the following information:

- Contract number;
- State's purchase order number;
- State agency's ship to information from the state's purchase order;
- State agency's name and contact information;
- Open and shipped quantities;
- Quantity ordered;
- Product serial number; and
- Any pertinent information relating to the product(s) and/or service(s) requested along with any warranty information (including brand/model, options, and any required services).

13.9 Agencies that ARE NOT setup for ordering on MissouriBUYS:

WWT still has networking equipment on an online catalog: <http://www.wwt.com/missouri>.

13.10 Agencies that ARE setup for ordering on MissouriBUYS:

WWT has networking equipment in an online catalog located through the punch-out portal for the contract on MissouriBUYS.

MissouriBUYS Catalog Price: The calculation of the state's price should match the pricing for the item contained in the contractor's MissouriBUYS catalog since the pricing the state agency sees for items in the MissouriBUYS catalog is the already discounted price.

Agencies should notify the Division of Purchasing in the event appropriate discounts are not being applied. The state agency should notify the Division of Purchasing in the event that invoiced or website pricing is not equal to or lower than pricing the state agency calculates on the basis of published hard copy catalog pricing.

#### **14. Product and Smartnet Maintenance Invoicing and Payment:**

14.1 Generation of Invoice: WWT shall generate an invoice to the ordering agency which shall be itemized in accordance with the items listed on the purchase order. The invoice must include, at a minimum, the following information:

- Contract number;
- State's Purchase order number;
- State agency's name;
- Contract line item number(s);
- Quantity;
- Unit price;
- Product serial number; and
- Any pertinent information relating to the product(s) and/or service(s) requested along with any warranty information (including brand/model, options, and any required services).

14.2 The State of Missouri may make advance deposits/payment for Cisco Smartnet branded maintenance (upgrades/new releases/technical support-type agreements) only. The State of Missouri must pay for all products and services other than Cisco Smartnet banded maintenance in arrears.

14.3 Submittal of Invoice: WWT must submit invoices to the ordering agency in hard copy form.

14.4 Electronic Invoice Processing: The state currently does not have an environment allowing electronic invoicing. However, WWT must have the ability for invoices to be submitted electronically or via the website, with appropriate controls for departmental purchasing and approval should the state have the resources available in the future to accommodate electronic invoice processing.

14.5 Electronic invoice processing must be available within sixty (60) days of the State of Missouri's notification to WWT that the state has an environment which allows electronic invoicing.

14.6 Should the state agency have the ability to process invoices electronically, WWT must have a mechanism available to accept electronic payment.

14.7 Electronic invoicing may currently be utilized by cooperative procurement entities. Authorization to utilize electronic invoicing must be given by the individual cooperative procurement entity.

#### **15. Project Assessment Quotation (PAQ):**

15.1 In order to accommodate the competitive quotation process referenced herein, the PAQ process will be used. Since the contract involves complex services, WWT shall agree and understand that the state shall employ the Project Assessment Quotation (PAQ) when obtaining products and professional services through the contract as a means (1) to identify the specific tasks to be performed and (2) to mutually agree

upon the total price (based upon the firm fixed contract price(s) for services and for networking products specified on the pricing pages) to be paid to WWT upon completion of the specified tasks. The pricing WWT shall use in preparing their response to the state's PAQ request must be based upon the product pricing and personnel hourly rate pricing stated in the Pricing Pages for all products and services established hereunder. The PAQ process shall occur in a controlled sequence of proposals and approvals by the state agency's designated Project Director as outlined below. Therefore, WWT shall understand and agree that the general protocol for this workflow shall be as described below.

#### STEP 1: PAQ REQUEST

The state's designated Project Director will present a written request for each PAQ to the contractor, in a standard format similar to **Attachment 1**, Request for Project Assessment Quotation. The state's request must explain in detail the scope of the project and the tasks the state desires WWT to perform, including applicable business and technical specifications.

#### STEP 2: DRAFT PAQ

WWT must respond to each such PAQ request from the state agency's designated Project Director with a draft PAQ which provides a statement of cost (based upon the product pricing and personnel hourly rate pricing for the services requested in the PAQ request), materials required, technical and strategic alternatives, and solution recommendations.

#### STEP 3: APPROVAL OF DRAFT PAQ

If the draft PAQ is approved by the state agency's designated Project Director, WWT must then prepare a final PAQ for resubmission to the state's designated Project Director for final approval.

#### STEP 4: FINAL PAQ

The contractor's final PAQ must include:

- Contract number;
- State agency name/address;
- State agency's designated project director name and phone number;
- Contractor contact name and phone number;
- Brief title of specific PAQ;
- Final PAQ issue date;
- Detailed itemization and description of all of the project tasks which shall be completed by the contractor;
- Firm, fixed price(s) for products and services based upon the Base Pricing stated in the Pricing Pages.
- Detailed completion schedule for each task/component of the project work;
- Mutually agreed upon turnaround times for the state's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
- Mutually agreed upon milestones for compensation of project costs for the contractor's project work;
- Identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
- Signature and date lines for both the contractor's and state's designated Project Director to signify approval.

#### STEP 5: APPROVAL OF FINAL PAQ

WWT and the state's designated Project Director must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The state agency's designated Project Director (1) must retain one signed copy; (2) must forward the original to the Division of Purchasing and Materials Management for inclusion in the contract file, and (3) must send one copy to the contractor.

#### STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK

An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, WWT must receive a properly authorized Purchase Order except the state may authorize an obligation of less than \$3,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the final PAQ request.

#### STEP 7: FORMAL ACCEPTANCE

Upon the completion of all components that comprise the final PAQ, WWT must notify the state's designated Project Director in writing and shall submit an invoice in accordance with the final PAQ approved by the state's designated Project Director. The state's designated Project Director shall review, approve and formally accept or reject the components of the final PAQ project work in accordance with the turnaround time outlined in the final PAQ. Formal acceptance shall not be unreasonably delayed or withheld by the state.

#### STEP 8: COST RECOVERY FOR CONTRACTOR

Project costs for the PAQ project work shall be reimbursable upon completion and formal acceptance of the milestones for compensation outlined in the final PAQ by the state's designated Project Director. Said reimbursements must in accordance with the firm, fixed pricing stated in the PAQ for products and services which must be based upon the product pricing and personnel hourly rate pricing stated in the Pricing Pages.

#### PAQ GENERAL REQUIREMENTS

WWT shall submit draft and final PAQs in a timely manner.

The state's designated Project Director reserves the right to reject any contractor-submitted PAQ, and request WWT to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc.).

WWT shall **not** be paid for the preparation of the PAQ.

A PAQ request, the draft and final PAQs, and the contractor's project work shall be within the scope of the performance requirements identified in the contract. Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to WWT and retaining a copy for the state's designated Project Director.

The state's designated Project Director shall have the right to terminate the PAQ at any time, for the convenience of the state, without penalty or recourse, by giving five (5) working days' prior written notice to the contractor. WWT shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination. In the event (1) the PAQ required WWT to provide equipment under the contractor-owned, usage based pricing mechanism, and (2) the state is terminating services under the PAQ for convenience and not due to contractor non-performance issues, the state will continue usage of the equipment through the remainder of the equipment usage period originally specified in the PAQ or the end of the then-current fiscal year, whichever is the shorter timeframe. If the termination is due to documented contractor non-performance issues which WWT has not cured in a timely manner, the state shall have the right to terminate the entire PAQ, including any equipment being utilized under the contractor-owned, usage based pricing mechanism within the 5 working day timeframe specified above.

WWT shall provide all services on an as needed, if needed basis. The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's services that may be required under the contract.

When WWT is requested to perform services on-site at the state agency facility, the work performed must occur during the normal business hours, unless the agency has otherwise authorized after-hours access for the contractor. It shall be at the agency's sole discretion as to allow the contractor's staff any after-hours access to the agency facility.

No overtime payment shall be allowed. Compensation for WWT shall only be made pursuant to the hourly rates specified in the personnel hourly rate pricing in accordance with the total PAQ price.

Upon request from the state agency for a particular personnel classification, WWT shall provide resume(s) of available consultants. WWT shall understand and agree that the state agency shall reserve the right to accept or reject any of the contractor's consultant(s).

It is highly desirable that all consultants possess adequate levels of education and have an acceptable amount of experience in their proposed areas of expertise. As a minimum, for associate-level positions, all consultants and consultant positions should have at least 6 months of experience in their proposed area of expertise and be past any personnel probationary period in their organization. The contractor's professional-level and expert-level consultant positions should have progressively higher amounts of education and expertise.

WWT shall only utilize personnel in the performance of the services under the contract who are authorized to work in the United States in accordance with applicable federal and state laws and regulations.

The state agency shall reserve the right to request and WWT shall provide immediate replacement of any of the contractor's consultant(s) providing services under the contract if deemed to be in the best interests of the state agency.

The contractor's professional services must be available to be provided both on-site at the state agency's location and off-site at the contractor's facility. The state agency shall specify whether requested services must be provided on-site, off-site, or a combination thereof.

On-site services shall be defined as a project engagement where the contractor's staff is performing work in a state agency provided facility. If the contractor's services are requested to be provided on-site at the agency's facility, the state agency will provide adequate workspace (as determined by the State of Missouri) for the contractor's staff and the state agency shall be responsible for providing necessary office equipment, access to a telephone, necessary computer/communications access, and project-specific software and desktop suite software if specified by the agency as a project requirement. (Note: WWT shall be responsible for costs associated with licensing software tools that may be necessary to perform a particular consulting service – e.g. project management software tools needed when performing project management consulting services. However, any software used should be the same as or compatible with the software used by the agency for which the work is being performed.) If available and necessary, the state agency may provide limited clerical support and supplies and printing facilities. No separate or additional travel expense payments and/or reimbursements shall be made to WWT for providing any on-site services, since the contractor's travel expenses are required to be reflected/incorporated into the per hour rates specified in the personnel hourly rate pricing table in Exhibit A.

Off-site services shall be defined as a project engagement where the contractor's staff is performing work in the contractor's own facilities. If the contractor's services are requested to be provided off-site, WWT shall be responsible for all office space, all computer/communications equipment and computer/communications equipment access costs (both within the contractor's organization and to the state agency), all software licensing costs unless otherwise agreed to by the state agency, and all equipment



costs. The contractor's off-site facility(ies) available under the contract must be located within the United States. No travel expenses shall be charged or assessed to the state agency for any off-site consulting services. It is desirable WWT have an off-site facility specifically available in Jefferson City, Missouri.

The contractor's consultants must adhere to the contracting state agency's policies pertaining to acceptable use (Internet and email), facility and data security, press releases, and public relations. Upon initiation of engagement, WWT should review the individual agency's policies pertaining to acceptable use (Internet and email), facility and data security, press releases, and public relations with the state agency.

It is highly desirable WWT ensure all consultants provided under the contract receive ongoing training in the applicable disciplines and areas of expertise. WWT must not rely upon or expect the State of Missouri to provide such for the contractor's consultants.

WWT shall understand and agree that all PAQ work must be reviewed and approved by the ITSD prior to the agency's issuance of a Purchase Order (PO) to WWT authorizing the start and provision of services. The ITSD reserves the right to request modifications to a PAQ or terminate a PAQ that does not meet State of Missouri Architectural Standards. Once the PAQ has been finalized the state agency must submit a copy of the PAQ to DPMM to keep on file.

## 15.2 Professional Services Invoicing and Payment:

**Project Assessment Quotation Invoicing:** WWT shall submit an itemized invoice to the specific state agency requesting services under the contract for the provision of services within approximately 30 days after completion of and in accordance with the mutually agreed upon milestones for compensation of project costs for the contractor's project work (as specified in applicable Project Assessment Quotation). WWT shall submit invoices to the address as designated by each applicable requesting state agency.

**Non Project Assessment Quotation Project Invoicing:** If a Project Assessment Quotation is not utilized pursuant to Section 4.2, WWT shall invoice the applicable state agency within approximately 30 days after completion of and in accordance with the mutually agreed upon milestones for compensation of project costs based upon firm, fixed hourly price(s) stated on the Pricing Pages of this document. The contractor's invoice shall specify each individual's actual hours spent working on the assigned project tasks and the appropriate firm, fixed hourly price for the personnel classification as indicated on the Pricing Pages. WWT shall only invoice for services listed on the Pricing Pages that have been provided by the consultants.

**Travel Expense:** No travel expense payments and/or reimbursements shall be made to WWT for providing any of the services described herein, since the contractor's travel expenses were required to be reflected/incorporated into the per hour rates specified in Exhibit A.

## REQUIRED PRICING

**Purchase of Equipment:** The firm, fixed percentage discount from Cisco Global Price List for the acquisition of all Cisco hardware and software products. The percentage discount stated shall apply to all Cisco products.

44% firm, fixed percentage discount from the Cisco Global Price List for Cisco hardware and software.

**Smartnet Maintenance Pricing:** The firm, fixed percentage discount from Cisco Global List for Cisco Smartnet maintenance provided on an annual basis, and paid annually. Smartnet maintenance must be performed directly by Cisco service technicians.

25% firm, fixed percentage discount from the Cisco Global Price List for Cisco Smartnet maintenance for new products, renewals, and transfers from another reseller.

## PROJECT ASSESSMENT QUOTATION (PAQ) PRICING

The following PAQ pricing tables include firm, fixed pricing for all personnel classifications to accommodate any professional services requested. Pricing provided in this area will be utilized in Project Assessment Quotations (PAQ) that will require extended pricing based on the specific detailed requirements provided by the agency.

PERSONNEL CLASSIFICATION TITLE	Firm, Fixed Hourly Pricing On-Site Consultant with All Travel Expenses Included in Hourly Rate.
<b>Routing and Switching</b>	
Expert Level Position - CCIE Routing & Switching	\$175.00
Professional Level Position - CCNP	\$122.00
Associate Level Position - CCNA	\$98.00
Entry Level Position - CCENT	\$78.00
<b>Design</b>	
Expert Level Position - CCDE	\$122.00
Professional Level Position - CCDP	\$98.00
Associate Level Position - CCNA & CCDA	\$78.00
Entry Level Position - CCENT	\$63.00
<b>Network Security</b>	
Expert Level Position - CCIE Security	\$173.00
Professional Level Position - CCNP	\$131.00
Associate Level Position - CCNA Security	\$104.00
Entry Level Position - CCENT	\$84.00
<b>Service Provider</b>	
Expert Level Position - CCIE Service Provider	\$161.00
Entry Level Position - CCENT	\$75.00
<b>Storage Networking</b>	
Entry Level Position - CCENT	\$74.00

<b>Voice</b>	
Expert Level Position - CCIE Voice	\$173.00
Professional Level Position - CCVP	\$131.00
Associate Level Position - CCNA Voice	\$104.00
Entry Level Position - CCENT	\$83.00
<b>Wireless</b>	
Entry Level Position - CCENT	\$84.00

<b>PERSONNEL CLASSIFICATION TITLE</b>	<b>Firm, Fixed Hourly Pricing On-Site Consultant with All Travel Expenses Included in Hourly Rate.</b>
<b>Advanced Routing and Switching</b>	
Cisco Advanced Routing and Switching Field Specialist	\$131.00
Cisco Advanced Routing and Switching Solutions Specialist	\$131.00
<b>Data Center Networking Infrastructure</b>	
Cisco Data Center Networking Sales Specialist	\$105.00
<b>Foundation for Channel Partners</b>	
Express Foundation Account Management Representative	\$182.00
Express Foundation System Representative	\$132.00
Express Foundation Field Engineer Representative	\$111.00
<b>Video Certifications</b>	
Cisco TelePresence Solutions Specialist	\$127.00

<b>Educational Pricing</b>
<p><b>Product Pricing:</b> The firm, fixed percentage discount for education institutions from Cisco Global Price List for the acquisition of all Cisco hardware and software products. The percentage discount stated shall apply to all Cisco products.</p> <p>43% firm, fixed percentage discount from the Cisco Global Price List for Cisco hardware and software.</p> <p><b>Smartnet Maintenance Pricing:</b> The firm, fixed percentage discount for educational institutions from Cisco Global List for Cisco Smartnet maintenance provided on an annual basis, and paid annually. Smartnet maintenance must be performed directly by Cisco service technicians.</p> <p>34% firm, fixed percentage discount from the Cisco Global Price List for Cisco Smartnet maintenance for new products, renewals, and transfers from another reseller.</p>

**State of Missouri  
Office of Administration  
Division of Purchasing  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** I \_\_\_\_\_

**Describe Product Purchased (include Item No's., if available):** \_\_\_\_\_

**Rating Scale:** 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_ Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

**Please detach or photocopy this form & return by FAX to 573/751-9377, or mail to:**

Office of Administration  
Division of Purchasing  
301 West High Street, RM 630  
PO Box 809  
Jefferson City, Missouri 65102

**You may also e-mail form to the buyer as an attachment at [Roy.Burgess@oa.mo.gov](mailto:Roy.Burgess@oa.mo.gov)**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the 10th day of May 20 18

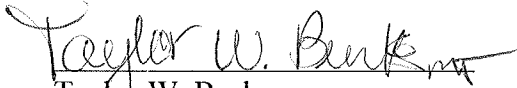
the following, among other proceedings, were had, viz:

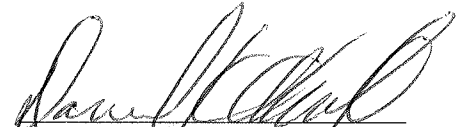
Now on this day the County Commission of the County of Boone does hereby award bid 11-22MAR18 -2018 Onyx Surface Seal Pavement Preservation to Innovative Roadway, LLC.

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

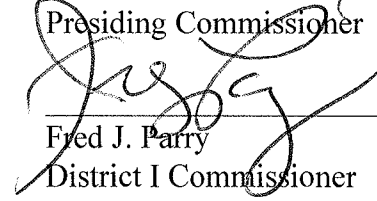
Done this 10th day of May, 2018

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner

Absent

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Robert Wilson  
Buyer



613 E. Ash Street, Room 113  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: April 30, 2018  
RE: 11-22MAR18 – 2018 Onyx Surface Seal Pavement Preservation

11-22MAR18 – 2018 Onyx Surface Seal Pavement Preservation opened on March 22, 2018 with two bids received. Resource Management recommends award by lowest responsive bid to Innovative Roadway, LLC.

**Cost of the Boone County contract is \$533,831.68.** There will be a 5% contingency of \$26,691.58 added for a Purchase Order total of \$560,523.26, which will be paid from department 2041 – Infrastructure Preservation and Rehab, account 71202 – Contractor Costs.

Boone County Budgeted amount for this contact is \$725,000.

Attached is the bid tabulation for your review.

cc: Daniel Haid, Resource Management  
Bid File

ATT: Bid tabulation

**11-22MAR18 - 2018 ONYX Surface Seal Pavement Preservation  
Bid Tabulation**

4.8 PRICING			ENGINEER'S ESTIMATE		Innovative Roadway		Musselman and Hall			
Description	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total		
4.8.1. Onyx Surface Seal Treatment	SY	503,578	\$1.10	\$553,935.80	\$1.06	\$533,792.68	\$1.21	\$609,329.38		
4.8.2. Temporary Centerline Markers (Spaced 40' o/c)	EA	3,900	\$1.00	\$3,900.00	\$0.01	\$39.00	\$1.27	\$4,953.00		
<b>Bid Total</b>				\$557,835.80		\$533,831.68		\$614,282.38		
4.9.1 COOPERATIVE PRICING										
Description			Unit	Qty						
4.9.1.A. Fog Seal treatment of roads using ONYX surface seal			SY	25,000-50,000			\$1.37			
4.9.1.B. Fog Seal treatment of roads using ONYX surface seal			SY	Over 50,000			\$1.26			
4.9.2. Minimum quantity of material required per mobilization:					25,000		25,000			
4.9.3. Number of days notice required between assignment and start of work:					30		30			

**CONTRACT AGREEMENT**

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

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

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

**BID NUMBER 11-22MAR18  
2018 ONYX SURFACE SEAL PAVEMENT PRESERVATION  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

	<b>Boone County</b>		
	<u>Quantities</u>	<u>Unit Price</u>	<u>Extended Price</u>
4.8.1. Onyx Surface Seal Treatment	503,578 SY	\$1.06	\$533,792.68
4.8.2. Temporary Centerline Markers	3,900 EA	\$0.01	\$ 39.00
<b>TOTAL</b>			<b>\$533,831.68</b>

The contract award for Boone County's 2018 Onyx Surface Seal Pavement Preservation is to **be in the amount of \$533,831.68.**

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

- Introduction and General Conditions Bidding
- Primary Specifications
- Response Presentation and Review
- Response Form
- Project List and Location Map
- Statement of Bidders Qualifications
- Standard Terms and Conditions
- Debarment Certificate
- Instructions for Compliance with House Bill 1549
- Work Authorization Certification
- Certification of Individual Bidder
- Affidavit for Certification of Individual Bidder
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidder's Acknowledgement
- Prevailing Wage Order 24
- Affidavit of Compliance with OSHA
- Affidavit of Compliance with Prevailing Wage Law



Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.

Labor & Material Payment Bond, bonds must be filled out and returned within 15 days of the date of this contract.

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

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

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

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount: **\$533,831.68**

**Five Hundred Thirty-Three Thousand Eight Hundred Thirty-One Dollars and Sixty-Eight Cents. (\$533,831.68)**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 5.10.18 at Columbia, Missouri. (Date)

CONTRACTOR:  
**INNOVATIVE ROADWAY, L.L.C.**

**OWNER, BOONE COUNTY, MISSOURI**

By: [Signature]  
Authorized Representative Signature

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

Title: Vice President

Approved as to Legal Form:

[Signature]  
Boone County Counselor

ATTEST:

[Signature]  
County Clerk

**AUDITOR CERTIFICATION**

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

[Signature]  
Signature by cy

5/2/18  
Date

2041 / 71202 - \$533,831.68

Appropriation Account

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we,

Innovative Roadway, LLC, 493 Dr. M. Roper Pkwy. N., Bullard, TX 75757

as Principal, hereinafter called Contractor, and

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116 (617) 357-9500

a Corporation, organized under the laws of the State of

Massachusetts

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in

the amount of Five Hundred Thirty Three Thousand, Eight Hundred Thirty One and 68/100 (\$533,831.68) Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

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

April 25, 2018 entered into

**Project Name: 2018 Onyx Surface Seal Pavement Preservation**

**Project No.: 11-22MAR18**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, MO / Kansas City, MO on this 25 day of April, 2018.

Innovative Roadway, LLC  
(Contractor)

(SEAL)

BY: [Signature]  
Vice President

Liberty Mutual Insurance Company  
(Surety Company)

(SEAL)

BY: [Signature]  
(Attorney-in-Fact)  
Debra J. Scarborough

BY: [Signature]  
(Missouri Representative)  
Debra J. Scarborough

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

Surety Contact Name: Steve Kiley  
Phone Number: (913) 319-7031  
Address: 8700 Indian Creek Parkway, Suite 350  
Overland Park, KS 66210

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7957092

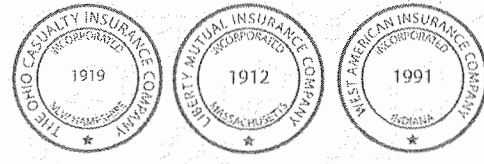
Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christy M. Braile; Laura M. Buhrmester; Megan L. Burns-Hasty; Jeffrey C. Carey; Mary T. Flanigan; Tahitia M. Fry; C. Stephens Griggs; Rebecca S. Leal; Charissa D. Lecuyer; Patrick T. Pribyl; Debra J. Scarborough; Evan D. Sizemore; Charles R. Teter, III

all of the city of Kansas City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of December, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6th day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we,

Innovative Roadway, LLC, 493 Dr. M. Roper Pkwy. N., Bullard, TX 75757

as Principal, hereinafter called Contractor, and

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116 (617) 357-9500

a Corporation, organized under the laws of the State of

Massachusetts

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

Five Hundred Thirty Three Thousand, Eight Hundred Thirty One and 68/100

Dollars,

(\$ 533,831.68 ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

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

April 25, 2018 entered into

**Project Name: 2018 Onyx Surface Seal Pavement Preservation**

**Project No.: 11-22MAR18**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_, on this 25 day of April, 2018.

CONTRACTOR: Innovative Roadway, LLC (Seal)

BY: [Signature]  
Vice President

SURETY COMPANY Liberty Mutual Insurance Company

BY: [Signature]  
Debra J. Scarborough (Attorney-in-Fact)

BY: [Signature]  
Debra J. Scarborough (Missouri Representative)

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

Surety Contact Name: Steve Kiley Phone Number: (913) 319-7031  
Address: 8700 Indian Creek Parkway, Suite 350  
Overland Park, KS 66210



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7957091

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christy M. Braile; Laura M. Buhrmester; Megan L. Burns-Hasty; Jeffrey C. Carey; Mary T. Flanigan; Tahitia M. Fry; C. Stephens Griggs; Rebecca S. Leal; Charissa D. Lecuyer; Patrick T. Pribyl; Debra J. Scarborough; Evan D. Sizemore; Charles R. Teter, III

all of the city of Kansas City, state of MO, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of December, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6th day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make; execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. 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 services provided.

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

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201



## 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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

**BID RESPONSE**

TO: COUNTY OF BOONE, MISSOURI

**SUBJECT: ONYX SURFACE SEAL PAVEMENT PRESERVATION for 2018**

**Project No.: 11-22MAR18**

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

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

**SECTION I**

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

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

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

**SECTION II**

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

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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





**BOONE COUNTY, MISSOURI**  
**Request for Bid #11-22MAR18 - 2018 Onyx Surface Seal Pavement Preservation**

**ADDENDUM # 1 - Issued March 19, 2018**

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

The following clarification is included:

1. Bid Item Temporary Centerline Markers (Spaced 40' o/c) shall meet the requirements of Section 620.10.5 of the Missouri Standards and Specifications for Highway Construction 2017, shall be only used for road centerlines as directed by Boone County personnel, shall have a protective sleeve that prevents contamination of the reflective face, shall be yellow in color, and need not be removed by the contractor following completion of work.
2. The late completion date for this project shall be September 15, 2018. Liquidated damages in Section 2.5 of the Request for Bid will apply to both the Contract time in Section 2.4 and projects running past this late completion date.

By:

**Robert Wilson, Buyer**  
**Boone County Purchasing**

OFFEROR has examined **Addendum #1** to Request for Bid #11-22MAR18- 2018 Onyx Surface Seal Pavement Preservation, receipt of which is hereby acknowledged:

Company Name: Innovative Roadway, LLC.

Address: 493 Dr. M. Roper Pkwy N., Bullard, TX 75757

Phone Number: (903) 894-4520 Fax Number: (903) 894-4620

E-mail: gmcmurtrey@lionmark.com

Authorized Representative Signature:

Date: 3/19/18

Authorized Representative Printed Name: John Soller

**4. Response Form**

4.1. Company Name:  
Innovative Roadway, LLC

4.2. Address:  
493 Dr. M. Roper Pkwy N.

4.3. City/Zip:  
Bullard, TX 75757

4.4. Phone Number:  
(903) 894-4520

4.5. Federal Tax ID:  
82-2901374

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

4.6. Prompt Payment Terms: Net \_\_\_\_\_

4.7. Will you accept automated clearinghouse (ACH) for payment of invoices? Yes \_\_\_\_\_

**4.8. PRICING**

Description	Unit	Qty.	Unit Price	Total
<b>4.8.1. Onyx Surface Seal Treatment</b>	SY	503,578	\$ 1.06	\$ 533,792.68
<b>4.8.2. Temporary Centerline Markers (Spaced 40' o/c)</b>	EA	3,900	\$ .01	\$ 39.00
<b>Bid Total</b>				<b>\$ 533,831.68</b>

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

4.9. Will you honor the submitted prices below for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? YES \_\_\_\_\_ NO x \_\_\_\_\_  
 (If you answered YES, please quote on Section 4.9.1. below-)

**4.9.1. COOPERATIVE PRICING** – This section is provided for cooperative purchasing purposes- if City of Columbia or other entities participating in cooperative purchasing with Boone County wish to use this contract, those entities will use quoted pricing as listed below. Each entity electing to use this contract will enter into separate contractual agreement(s) with successful bidder, and will be exclusively between that entity and successful bidder.

Description	Qty	Unit	Unit Price
<b>4.9.1.A.</b> Fog Seal treatments of roads using ONYX Surface Seal-	25,000 to 50,000	SY	\$ 1.30
<b>4.9.1.B.</b> Fog Seal treatments of roads using ONYX Surface Seal-	Over 50,000	SY	\$ 1.20

4.9.2. Will bidder require a minimum quantity of material to be performed per **mobilization** request? Yes  
If so, please describe: Minimum of 25,000 SY or work to be performed at same time  
as Boone County project.

4.9.3. Quote number of days' notice bidder requires between assignment of work and start of work: 30 DAYS

4.10. **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.**

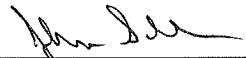
BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE      ADDENDUM NUMBER

3/19/18      #1

4.11. List all Sub-Contractors planned to be utilized on this project: N/A

There will be no sub-contractors used on this project.

4.11.1.   
Authorized Representative (Sign by Hand):

John Soller  
Type or Print Signed Name:

Date: 3/19/18

# 2018 Pavement Preservation

## Fog Seal Projects

Revised: 2-5-18

Site	Project	Description	Length (ft.)	Quantity (SY)
1	Benson Rd	Fairgrounds Rd to EOP (Railroad Tracks)	1,532	3,820
2	Sturgeon Cemetery Rd	Rte V to EOP	1,416	3,283
3	Schooler Rd.	Hwy U to Hwy 124	10,302	24,531
4	Frink Rd	Hwy 124 to Kemper Rd	5,397	13,136
5	Kemper Rd	Rte B to EOP	1,721	4,306
6	Benedict Rd	Rte E to Hwy YY	8,110	20,103
7	Red Rock Rd	Hwy YY to Silver Fork Hill Rd	5,374	13,388
8	Silver Fork Hill Rd	Red Rock Rd to Dripping Springs Rd	1,590	4,677
9	Dripping Springs Rd	Silver Fork Rd to ~350' S of Stone Dr	6,419	16,694
10	Academy Rd.	Hwy B to EOP	4,471	11,730
11	McGee Rd	Boatman Hill Rd to Rte B	8,686	21,195
12	Boatman Hill Rd	Calvert Hill Rd to McGee Rd	1,451	3,651
13	Calvert Hill Rd	~600' E of Hwy 63 to Boatman Hill Rd	12,234	29,031
14	Akeman Bridge	O'Neal Rd to Wade School Rd	5,204	12,478
15	Kensington Ln.	County Downs Sub.	604	1,734
16	Cavendish Ct.	County Downs Sub.	809	2,357
17	Chesley Dr.	County Downs Sub.	2,067	5,757
18	Pembrook Ct.	County Downs Sub.	282	1,002
19	Mount Hope Rd.	Kircher Rd. to Hwy Z	10,750	25,945
20	Kircher Rd	Hwy PP to EOP	6,017	15,785
21	Water Cress Cir	North of Bulrush Dr	407	1,501
22	Bulrush Dr	Alfalfa to Water Cress Cir	300	1,089
23	Oakland Gravel Rd	Prathersville Rd to Starke Ave	5,176	14,417
24	Sandker Ct.	Crestwood Hills Sub	551	2,047
25	Mexico Gravel Rd	Hwy PP to Rte Z	11,197	27,080
26	White Cypress Dr	Midway Heights Subdivision	365	1,078
27	Golden Willow Dr	Midway Heights Subdivision	1,233	4,736
28	Black Walnut Dr	Midway Heights Subdivision	1,575	5,617
29	Mountainash Ct	Midway Heights Subdivision	438	1,730
30	Black Walnut Ct	Midway Heights Subdivision	553	2,060
31	Arratt Ct	Golf View Gardens Subdivision	412	1,671
32	Hemme Dr	Golf View Gardens Subdivision	138	315
33	Orie Dr	Golf View Gardens Subdivision	905	3,524
34	Noah Ct	Golf View Gardens Subdivision	390	1,632
35	Villa Dr.	Lakewood NID	208	471
36	Vail Ct.	Lakewood NID	238	837
37	Aspen Cir.	Lakewood NID	399	1,226
38	Pinehurst Ln.	Lakewood NID	1,299	3,193
39	Lakewood Dr.	Lakewood NID	824	3,058
40	St. Charles Rd	~140' E of Elderbrook Dr to Grace Ln	3,002	7,689
41	Richland Rd	Surface type change east to Rangeline Rd	13,700	35,653
42	Georgetown Dr	Georgetown Sub (asphalt portion)	2,980	11,628
43	Georgetown Loop	Georgetown Sub	1,290	4,222
44	West Lexington	Georgetown Sub	745	2,660
45	East Lexington	Georgetown Sub	1,046	3,713
46	Pickford Pl	Georgetown Dr to City Limits	885	3,345
47	Lexington Ct	Georgetown Sub	160	789
48	Bristol Ct	Georgetown Sub	311	1,309
49	New Haven Rd	Rolling Hills Rd to Rangeline Rd	16,152	41,303
50	Hoe Down Dr.	Bethel Church Rd. to Hwy K	826	1,762
51	Square Cir.	Entire Length	132	441
52	Barry Rd	Bluebird Ln to Tomlin Hill Rd	4,717	11,536
53	Brandywine Creek Rd.	Entire Length	2,156	6,067
54	Palis Nichols Rd	Rte M to EOP	4,448	11,353
55	Dee Woods Rd	Entire Length	3,961	10,456
56	Old Hwy 63 South	North Mt. Pleasant Rd. to City Limits	15,869	37,767
<b>Total</b>			<b>193,424</b>	<b>503,578</b>

Miles = 36.6

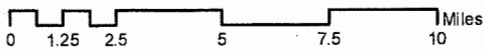
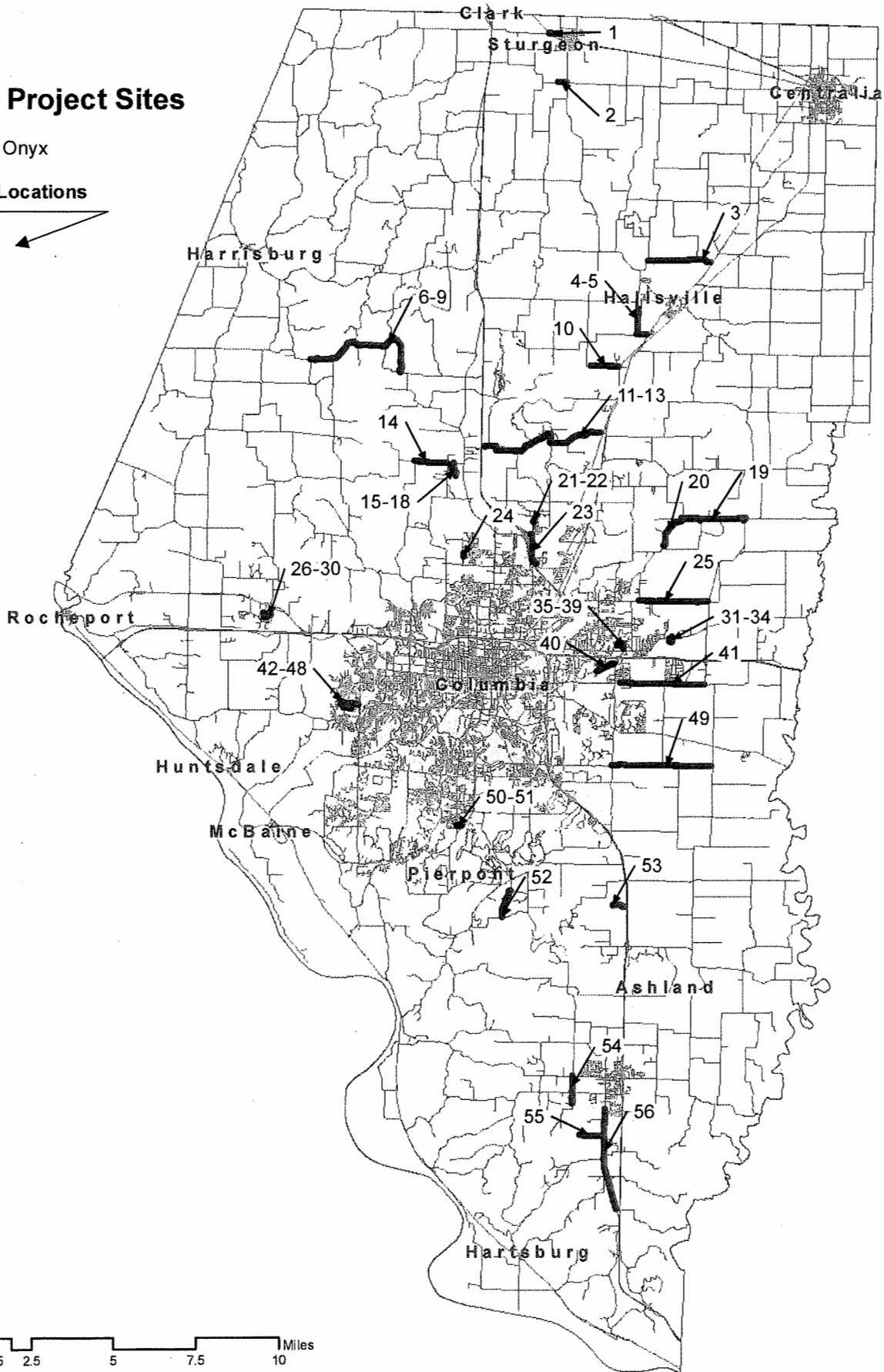
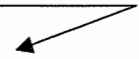


# Boone County 2018 ONYX Surface Seal

## 2018 Project Sites

 Onyx

Site # Locations



**ATTACHMENT A**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form)

1. Number of years in business: 9\* If not under present firm name, list previous firm names and types of organizations.

\*Innovative Roadway has been in business for over 9 years. Lionmark Construction Cos. acquired Innovative Roadway in October 2017. Lionmark has been in business in St. Louis for over 85 years.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
Onyx	Boone County, MO		100%
Onyx	Columbia, MO		100%
Onyx	Springfield, MO Airport		100%

3. General type of work performed:

Onyx Mastic Surface Seal

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

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

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

5. List references:

Boone County - Dan Haid (573)886-4480


Columbia, MO - Seth Nelson (573)999-1906; (573)874-6256

Springfield, MO Airport - Steve Eggers (417)868-0500 ext. 82013

Dated at Overland, Missouri

this 19 day of March, 2018.

Innovative Roadway, LLC.  
Name of Organization(s)

By   
(Signature)

Vice President  
(Title of Person Signing)

## 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.
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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.
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20. **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.



**(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 bid, 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 bid.

John Soller, Vice President  
Name and Title of Authorized Representative

  
Signature

3/19/18  
Date

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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



**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Innovative Roadway LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1279579

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

Name Kathy Jasmund  
Phone Number (314) 991 - 2180 ext. 235  
Fax Number  
Email Address kjasmund@lionmark.com

Name Michael Drury  
Phone Number (314) 991 - 2180 ext. 214  
Fax Number  
Email Address mike.drury@lionmark.com

### CERTIFICATION OF INDIVIDUAL BIDDER

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

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

N/A

---

Applicant Date Printed Name

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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

N/A  
\_\_\_\_\_  
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:

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF St. Louis

John Soller, being first duly sworn, deposes and

says that he is Vice President  
(Title of Person Signing)

of Innovative Roadway, LLC.  
(Name of Bidder)

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

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

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 19 day of March, 20 18

[Signature]  
Notary Public

My Commission Expires January 27, 2020





**SIGNATURE AND IDENTITY OF BIDDER**

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

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

Dated March 19, 20 18

Name of individual, all partners, or joint venturers:

Address of each:

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

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

doing business under the name of:


Address of principal place of business in Missouri:

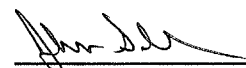
\_\_\_\_\_  
(If using a fictitious name, show this name above in addition to legal names.)

Innovative Roadway, LLC.  
(If a corporation – show its name above)

493 Dr. M. Roper Pkwy N., Bullard, TX 75757

ATTEST

  
\_\_\_\_\_  
(Secretary)

  
\_\_\_\_\_  
Vice President  
(Title)

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

**BIDDER'S ACKNOWLEDGMENT**

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

State of Missouri

County of St. Louis

On this 19 day of March, 20 18

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

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

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

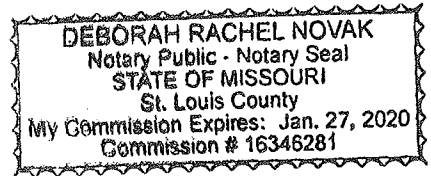
(if a corporation) that he is the Vice President  
President or other agent

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

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

(SEAL) Deborah Rachel Novak Notary Public

My Commission expires January 27, 20 20.





# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Innovative Roadway, LLC  
493 Dr. M. Roper Pkwy. N.  
Bullard, TX 75757

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

2018 Onyx Surface Seal Pavement Preservation, Project No. 11-22MAR18

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

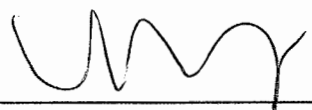
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of March, 2018

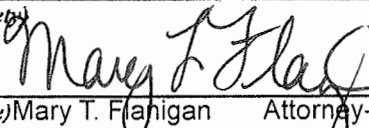
  
\_\_\_\_\_  
(Witness)

Innovative Roadway, LLC  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
(Title) Vice President

  
\_\_\_\_\_  
(Witness)

Liberty Mutual Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Mary T. Flahigan Attorney-in-Fact  
Surety Phone No. 617-357-9500

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7956555

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christy M. Braile; Laura M. Buhrmester; Megan L. Burns-Hasty; Jeffrey C. Carey; Mary T. Flanigan; Tahitia M. Fry; C. Stephens Griggs; Rebecca S. Leal; Charissa D. Lecuyer; Patrick T. Pribyl; Debra J. Scarborough; Evan D. Sizemore; Charles R. Teter, III

all of the city of Kansas City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of December, 2017



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6th day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this MAR 22 2018 day of \_\_\_\_\_, 20\_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Innovative Roadway LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

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

## **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify 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).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV SERVICE PROVISIONS

### A. NO SERVICE FEES

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

## ARTICLE V MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

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Approved by:

<b>Employer</b> Innovative Roadway LLC	
Name (Please Type or Print) Michael Drury	Title
Signature Electronically Signed	Date 03/12/2018
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

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## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Innovative Roadway LLC
Company Facility Address	1620 Woodson Road Saint Louis, MO 63114
Company Alternate Address	
County or Parish	SAINT LOUIS
Employer Identification Number	822901374
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	2

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

MISSOURI	1 site(s)
TEXAS	1 site(s)

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

Name Kathy Jasmund  
Phone Number (314) 991 - 2180 ext. 235  
Fax Number  
Email Address kjasmund@lionmark.com

Name Michael Drury  
Phone Number (314) 991 - 2180 ext. 214  
Fax Number  
Email Address mike.drury@lionmark.com

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*Request for Bid (RFB)*

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

**Robert Wilson, Buyer**  
(573) 886-4393 – Fax: (573) 886-4390  
Email: [Rwilson@boonecountymo.org](mailto:Rwilson@boonecountymo.org)

***Bid Data***

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Bid Number: **11-22MAR18**  
Commodity Title: **2018 Onyx Surface Seal Pavement Preservation**

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

***Bid Submission Address and Deadline***

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Day / Date: **Thursday, March 22, 2018**  
Time: **12:30 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 Boone County Annex Building is located on the Northwest corner of 7<sup>th</sup> and Ash St. Wheelchair accessible entrance is available on the South side of the building.

***Bid Opening***

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Day / Date: **Thursday, March 22, 2018**  
Time: **1:30 P.M.**  
Location / Address: **Boone County Government Center**  
Commission Chambers  
801 E. Walnut  
Columbia, MO 65201

***Pre-Bid Meeting***

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Day / Date: **Wednesday, March 7, 2018**  
Time: **10:00 A.M.**  
Location / Address: **Room 301**  
**Boone County Government Center**  
**801 E. Walnut**  
**Columbia, Missouri, 65201**

**Bid Questions Deadline:** *All questions pertaining to the project must be received by 3:00 p.m. on March 16, 2018.*

**Technical questions should be directed to the Project Manager**

***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	Project List and Location Map
	Statement of Bidders Qualifications
	Standard Terms and Conditions
	Debarment Certificate
	Instructions for Compliance with House Bill 1549
	Work Authorization Certification
	Certification of Individual Bidder
	Affidavit for Certification of Individual Bidder
	Anti-Collusion Statement
	Signature and Identity of Bidder
	Bidder's Acknowledgement
	Prevailing Wage Order 24
	Affidavit of Compliance with OSHA
	Contractor's Affidavit Regarding Settlement of Claims
	Affidavit of Compliance with the Prevailing Wage Law
	Sample Contract Agreement
	*Sample Performance Bond
	*Sample Labor and Material Payment Bond

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



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

**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 / "Party of the Second Part"** - 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.

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

*Supplier* - All business(s) entities which may provide the subject goods and/or services.

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

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

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

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

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

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 Bid" 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** - Any questions or clarifications concerning bid documents should be addressed to Robert Wilson, Buyer, 613 E. Ash Street, Room 113, Columbia, Missouri 65201. Telephone (573) 886-4393 Fax (573) 886-4390 E-mail: [Rwilson@boonecountymmo.org](mailto:Rwilson@boonecountymmo.org).
- 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,
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **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.
- 1.7. **PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:
 

No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain five (5) percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.
- 1.8. The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.
- 1.9. The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.
- 1.10. **Assignments:** No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

- 1.11. The Contractor shall pay for all materials, supplies, services, and equipment as follows:
1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
  2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.
- 1.12. **EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum bid of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.
- 1.13. **COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.
- 1.14. **PATENTS:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 1.15. **DISCHARGE OF EMPLOYEES:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.
- 1.16. **ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:  
"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."
- 1.17. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

- 1.18. **LEGAL REQUIREMENTS:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.
- 1.19. **EQUAL OPPORTUNITY:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.
- 1.20. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.
- 1.21. **TRANSIENT EMPLOYERS:** Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following:  
 (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by
- 1.22. **SALES TAX EXEMPTION PROCEDURE:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 1.23. **WARRANTY AND GUARANTEE -** Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:
- 1.23.1. **Correction or Removal of Defective Work -** If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

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

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

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

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and perform **Fog Seal treatments on the roads listed herein using ONYX Surface Seal.**
- 2.1.1. **Designee:** Boone County Resource Management, 801 E. Walnut, Room 315, Columbia, MO 65201
- 2.2. **PRE-BID CONFERENCE** - An **optional** pre-bid conference has been scheduled for **March 7, 2018 at 10:00 a.m.** in the Boone County Government Center 801 E. Walnut, Conference Room 214, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.
- 2.3. **BID QUESTIONS DEADLINE**- All questions pertaining to the project must be received by **3:00 p.m. on March 16, 2018. Technical questions should be directed to the Project Manager.**
- 2.4. **CONTRACT TIME:**  
**Boone County – 22 Working Days**
- 2.5. **LIQUIDATED DAMAGES** - \$500 Per Working Day
- 2.6. **ANTICIPATED NOTICE TO PROCEED DATE** - On or about July 2, 2018. The Contractor acknowledges that this is an estimated date and is subject to change. The actual Notice to Proceed date is generally established at the Pre-Construction Meeting.
- 2.7. **SEEDING & EROSION CONTROL PERFORMANCE BOND AMOUNT** – None Required.
- 2.8. **PLANS & SPECIFICATIONS** – There are no additional plans or specifications for this bid other than those provided as a part of this bid document.
- 2.9. **PREVAILING WAGE** - Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. **Prevailing Wage Order Number 24** is attached. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.10. Boone County notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.
- 2.11. Bids must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.
- 2.12. **REFERENCE DOCUMENT DEFINITIONS** - Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:
  - 2.12.1. **Boone County Roadway Regulations Chapter II:** The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.
  - 2.12.2. **MO-DOT Standard Specifications:** The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.

- 2.12.3. **MUTCD:** The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.
- 2.13. **PAYMENT** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.14. **INSTRUCTIONS TO BIDDERS:** The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.
- 2.14.1. All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the bid submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.
- 2.14.2. Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.
- 2.14.3. **Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**
- 2.14.4. The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.
- 2.14.5. Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.
- 2.14.6. Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.
- 2.14.7. Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.
- 2.14.8. Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.
- 2.14.9. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.



- 2.14.10. Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**
- 2.14.11. If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in Section 2.3. of the bid document. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.
- 2.14.12. Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.
- 2.14.13. The Bidder should be sure to complete the following forms. Omissions or irregularities may cause bid rejection.
1. Bidding Forms,
  2. Bid Response,
  3. Debarment Form,
  4. Work Authorization Certification,
  5. Statement of Bidder's Qualifications,
  6. Anti-Collusion Statement,
  7. Signature and Identity of Bidder,
  8. Bidder's Acknowledgment.
- 2.15. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.15.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers 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 Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.



- 2.15.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- 2.15.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.
- 2.15.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.15.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.15.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

- 2.16. **GENERAL SPECIFICATIONS - GENERAL SPECIAL PROVISIONS:** Except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.
- When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.
- 2.16.1. **SECTION 1. – DEFINITIONS**  
**The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the “Missouri Standard Specifications for Highway Construction Current Edition” hereinafter the MoDOT Standard Specifications.**
- A. **Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.
- B. **Commission:** Shall mean the Boone County Commission.
- C. **Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.
- 2.17. **BID REQUIREMENTS AND CONDITIONS**
- 2.17.1. **Interpretation of Proposed Quantities.** The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.
- The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Engineer; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County or the Engineer.
- 2.17.2. **Bid Guaranty.** Each bid shall be accompanied by a bid guaranty. The character and the amount of the bid guaranty to be furnished by Bidders shall be stated in the bid for each project. The bid guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such bid guaranty.
- 2.17.3. **Delivery of Bids.** Each bid shall be submitted in a sealed envelope marked clearly to indicate its contents. All bids shall be filed prior to the time and at the location specified in the Notice to Bidders. Bids received after the time for opening of bids will be returned to the bidder unopened.
- 2.18. **AWARD AND EXECUTION OF CONTRACT -** The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder’s qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the bid, that his bid has been accepted and that he has been awarded the contract.

2.19. **CONTROL OF WORK**

- 2.19.1. **Cooperation by Contractor.** The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.
- 2.19.2. **Authority and Inspection.** The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.
- 2.19.3. **Claims for Adjustment.** If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.
- 2.19.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

2.20. **CONTROL OF MATERIAL**

- 2.20.1. **Inspection and Certification.** Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.
- 2.20.2. **Samples, Tests, and Cited Specifications.** The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

2.21. **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

2.22. **PROSECUTION AND PROGRESS**

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

2.23. **MEASUREMENT AND PAYMENT**

- 2.23.1. The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.
- 2.23.2. No payment will be made on account of materials not yet incorporated into the work.
- 2.23.3. From the total amount of work items of each estimate, there will be deducted five (5) percent. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.
- 2.23.4. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:
  - a.) Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
  - b.) Failure to properly submit certified copies of labor payrolls required under Section 10.
  - c.) Defective work not remedied.
  - d.) Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
  - e.) A reasonable doubt that the contract can be completed for the balance then unpaid.
  - f.) Damage to another Contractor.
- 2.23.5. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a re-computation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.
- 2.23.6. **Contractor's Affidavit Regarding Settlement of Claims:**
  - 2.23.6.1. Prior to any release of retained percentage the Contractor shall file with the County the following:
    - a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;
    - b. Written consent of the surety to such payment;
    - c. Contractor's Affidavit regarding Settlement of Claims shall be signed by each supplier furnishing materials to the project releasing all claims to said materials; and
    - d. Any other documents which may be required by the contract or the Engineer.
  - 2.23.6.2. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.
  - 2.23.6.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.
- 2.24. **MATERIAL AND WORKMANSHIP** – All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

**2.25. STATE WAGE RATE REQUIREMENTS**

- 2.25.1. The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.
- 2.25.2. The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.
- 2.25.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.
- 2.25.4. The County will check payrolls, with the following checks being made to insure proper labor compliance:
- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
  - b. Check the payroll for correct employee classification.
  - c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
  - d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).
  - e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
  - f. All checking by the County will be made in red pencil and initialed by the checker.
  - g. Final payroll will be marked "Final" or "Last Payroll."
  - h. A record of all payrolls will be maintained by the County.
- 2.25.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:
- a. In the Owner's office:
    1. Missouri Equal Employment Opportunity Notice.
    2. PR-1022, Title 18, Section 1020, Notice on False Statements.
  - b. On the Project:
    1. State Wage Rates Notice.
    2. PR-1022, Title 18, Section 1020, Notice on False Statements.
    3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
    4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
    5. Notice requesting referral of minorities by present employees.
- 2.25.6. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.
- 2.26. **SPECIFICATIONS AND PLANS** - The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

- 2.27. **PROTECTION OF WORK** - The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions, which might prevent unusual hazard.
- 2.28. **OVERHEAD LINE PROTECTION** - The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.  
The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.29. **OSHA PROGRAM REQUIREMENTS** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.  
The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.  
  
The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.30. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION** - The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.
- 2.31. **INTERFERENCE** - All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representative or the County.

- 2.32. **METHOD OF PAYMENT** - The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

**SPECIAL PROVISIONS**

**PART 1 – GENERAL - Surface Seal, Onyx**

- 2.33. **PROJECT DESCRIPTION**

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

- 2.34. **METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

- A. Bid items will be paid for by the planned quantity. Any discrepancy between planned quantities and installed quantities shall be justified by the concerned party.
- B. All other work required by this contract, but not appearing as a bid item will be incidental to the bid items.

- 2.35. **QUALITY CONTROL** - Contractor shall be responsible to ensure all work and material meets specifications. No Exceptions.

**PART 2 – PRODUCTS**

- 2.36. **MATERIALS**

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

**PART 3 – EXECUTION**

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

- 2.37.1 **Equipment** - Mixing Equipment. The mixture shall be mixed through a central mixing plant. Aggregate, asphalt emulsion, water and additives shall be proportioned by volume or weight (mass) utilizing the mix design approved by the Engineer. The tank shall be equipped with a full sweep agitator capable of producing a homogeneous mastic surface treatment mix.

- 2.37.1.1 Individual volume or weight (mass) controls for proportioning each item to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked. Each device shall be accessible for ready calibration and placed such that the engineer may determine the amount of each material used at the time.

- 2.37.2 **Mobile Distribution Unit (MDU)** - The MDU shall be fully self-contained and shall have a storage tank with full sweep agitation, hydraulic system, operator controls, pumping system, material filters and spray bar capable of applying a full lane width. The equipment shall have sufficient available power to operate the full spray system and the agitation system at the same time.

- 2.37.2.1 As material is delivered to the job site and applied, the proportion of the mixture shall be maintained as it was manufactured per the mix design.

- 2.37.2.2 The storage tank shall have an internal full sweep mixing system. The tank shall have sufficient mixing capability to assure proper suspension of fine aggregates in the surfacing mix.

- 2.37.2.3 The MDU shall be equipped with a system allowing the measurement and calculation of application rates.



- 2.37.2.4 The pumps shall provide operation resulting in high volume and low potential for cavitation.
- 2.37.2.5 The pumps shall be engineered to allow the system to handle fine aggregate filled materials.
- 2.37.2.6 The applicator spray bar shall be sized with volumetric capacity to dampen any possible pressure ripples by providing even pressure to all spray tips. Attachments such as a spray shield and wind deflector shall be available.

2.38 **Surface Preparation**

- 2.38.1 Contractor shall remove all loose debris from road using a power broom or road sweeper immediately (same day) prior to treatment. Sweepings shall be disposed of off-site in curb/gutter areas or in any area where the amount of sweepings will negatively affect drainage, mowing, or aesthetics of adjacent ditches and yards. Any additional cleaning of road to achieve proper performance of treatment shall be done at contractor's expense
- 2.38.2 Some or all of the roads being treated by this contract may have been recently chip sealed. Although these roads should have been swept as part of the chip seal operations, significant amounts of loose aggregate may be present.

2.39 **Construction**

- 2.39.1 **Notification** - A notification letter will be provided to residents in areas where Boone County sees fit in order to minimize disruption to residents.
- 2.39.1.1 Notifications will be by mailed or hand delivered letter and will include Contractor provided project start date, and a phone number of the Contractors of which residents may call inquiring of project scheduling and logistics.
- 2.39.1.2 Boone County will provide initial notification. However, if project is delayed for any reason (including weather) by 2 days or more, the Contractor shall be responsible for updated notification of residents in similar manner as initial notification.
- 2.39.2 Contractor shall notify Boone County no less than 4 days prior to need for vehicles to be removed from treatment area.
- 2.39.2.1 Boone County is required to provide 72 hours posted notification before vehicles or other obstruction are able to be removed due to obstructions in roadway.

2.40 **Traffic Control**

- 2.40.1 Contractor will be responsible for providing and executing traffic control during treatment and until treatment has cured.
- 2.40.1.1 Contractor shall submit the traffic control plan to Boone County at the Pre-Construction Meeting. Plan can be graphical or in text, but should be sufficient for notification of affected property owners/residents/motorists.
- 2.40.1.2 All roads shall remain open in one direction of traffic at all times, except that the Contractor may temporarily limit all access to the road while actual application is occurring to protect passing vehicles from overspray.
- 2.40.1.3 All driveways inaccessible to traffic due to lane closure shall have cones placed in driveway to discourage crossing into uncured treatment areas.
- 2.40.1.4 Treated areas shall be opened to traffic as soon as possible after treatment.
- 2.40.1.5 Applying sand to treated surfaces may be done at Contractor's expense to accommodate traffic prior to cure. Sand shall be swept and disposed of at Contractor's expense following curing of treatment.

2.41 **Protection and Repairs**

- 2.41.1 Contractor shall take all steps necessary to protect adjacent improvements (including curb & gutter and utility accesses) from fog seal overspray and tracking. Surface seal oil shall be removed from unintended areas before drying.



- 2.41.2 Contractor will be held responsible for correcting any damages that occur to vehicles, adjacent structures, improvements, etc. due to contractor error or weather conditions. **Please provide contact information on company letterhead of the person who handles your insurance claims. In the event that we hear of damage to property we can give this letter to the resident.**
- 2.41.3 In order to produce clean starting/ending points, it is recommended that the Contractor apply the treatment toward the area being treated. If it is necessary for the Contractor to apply the treatment from the area being treated, toward the ending point, paper or similar masking material shall be placed at the end point to prevent dribbling of sealant on to untreated areas. Any such dribbles that are not masked shall be cleaned up immediately by Contractor.
- 2.42 **Workmanship**
- 2.42.1 Along with following manufacturer's requirements, the Contractor will take steps to assure the treatment is performed in a manner that produces a final product that is evenly applied, neat along all edges (including edge lines and beginning/end), free of surface patterns such as lean or heavy lines, covers all areas of the road including mailbox and driveway aprons, and has no bleeding or flushing areas.
- 2.42.2 Squeegee and/or wand application methods may be used where it is difficult to maneuver the distributor truck, but this should be kept to a minimum in order to maintain even intentional application rates.
- 2.42.3 The mixture shall be uniform and homogeneous after applying on the existing surface and shall not show separation of the emulsion and aggregate after setting
- 2.43 **Skid Resistance** - The product and the treatment should be such that skid resistance is not reduced. The contractor may take additional steps such as applying sand to the treatment to meet this requirement. The contractor shall notify Boone County of additional steps taken prior to installation. Sand shall be swept and disposed of at contractor's expense following curing of treatment.
- 2.44 **Weather Limitations**
- 2.44.1 Place the fog seal when pavement is 60°F and rising.
- 2.44.2 Do not apply when there is a chance of temperatures below 32°F within 24 hours after placement, or as directed by the engineer.
- 2.44.3 Do not apply during rainy or damp weather, or when rain is anticipated within 8 hours after application is completed.
- 2.44.4 Do not apply on extremely windy days.

**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 bid 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.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items
  - 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.

**BID RESPONSE**

TO: COUNTY OF BOONE, MISSOURI

**SUBJECT: ONYX SURFACE SEAL PAVEMENT PRESERVATION for 2018**

**Project No.:** \_\_\_\_\_

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

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

**SECTION I**

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

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

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

**SECTION II**

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

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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

**4. Response Form**

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

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

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

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

4.5. Federal Tax ID: \_\_\_\_\_

4.5.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

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

4.6. Prompt Payment Terms: \_\_\_\_\_

4.7. Will you accept automated clearinghouse (ACH) for payment of invoices? \_\_\_\_\_

**4.8. PRICING**

Description	Unit	Qty.	Unit Price	Total
<b>4.8.1. Onyx Surface Seal Treatment</b>	SY	503,578	\$	\$
<b>4.8.2. Temporary Centerline Markers (Spaced 40' o/c)</b>	EA	3,900	\$	\$
<b>Bid Total</b>				<b>\$</b>

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

4.9. Will you honor the submitted prices below for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? YES \_\_\_\_\_ NO \_\_\_\_\_

(If you answered YES, please quote on Section 4.9.1. below-)

**4.9.1. COOPERATIVE PRICING** – This section is provided for cooperative purchasing purposes- if City of Columbia or other entities participating in cooperative purchasing with Boone County wish to use this contract, those entities will use quoted pricing as listed below. Each entity electing to use this contract will enter into separate contractual agreement(s) with successful bidder, and will be exclusively between that entity and successful bidder.

Description	Qty	Unit	Unit Price
<b>4.9.1.A.</b> Fog Seal treatments of roads using ONYX Surface Seal-	25,000 to 50,000	SY	\$
<b>4.9.1.B.</b> Fog Seal treatments of roads using ONYX Surface Seal-	Over 50,000	SY	\$

4.9.2. Will bidder require a minimum quantity of material to be performed per **mobilization** request? \_\_\_\_\_  
If so, please describe: \_\_\_\_\_

4.9.3. Quote number of days' notice bidder requires between assignment of work and start of work: \_\_\_ DAYS

4.10. **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.**

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

DATE      ADDENDUM NUMBER

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4.11. List all Sub-Contractors planned to be utilized on this project: \_\_\_\_\_

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4.11.1. \_\_\_\_\_  
Authorized Representative (Sign by Hand):

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

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

# 2018 Pavement Preservation

## Fog Seal Projects

Revised: 2-5-18

Site	Project	Description	Length (ft.)	Quantity (SY)
1	Benson Rd	Fairgrounds Rd to EOP (Railroad Tracks)	1,532	3,820
2	Sturgeon Cemetery Rd	Rte V to EOP	1,416	3,283
3	Schooler Rd.	Hwy U to Hwy 124	10,302	24,531
4	Frink Rd	Hwy 124 to Kemper Rd	5,397	13,136
5	Kemper Rd	Rte B to EOP	1,721	4,306
6	Benedict Rd	Rte E to Hwy YY	8,110	20,103
7	Red Rock Rd	Hwy YY to Silver Fork Hill Rd	5,374	13,388
8	Silver Fork Hill Rd	Red Rock Rd to Dripping Springs Rd	1,590	4,677
9	Dripping Springs Rd	Silver Fork Rd to ~350' S of Stone Dr	6,419	16,694
10	Academy Rd.	Hwy B to EOP	4,471	11,730
11	McGee Rd	Boatman Hill Rd to Rte B	8,686	21,195
12	Boatman Hill Rd	Calvert Hill Rd to McGee Rd	1,451	3,651
13	Calvert Hill Rd	~600' E of Hwy 63 to Boatman Hill Rd	12,234	29,031
14	Akeman Bridge	O'Neal Rd to Wade School Rd	5,204	12,478
15	Kensington Ln.	County Downs Sub.	604	1,734
16	Cavendish Ct.	County Downs Sub.	809	2,357
17	Chesley Dr.	County Downs Sub.	2,067	5,757
18	Pembrook Ct.	County Downs Sub.	282	1,002
19	Mount Hope Rd.	Kircher Rd. to Hwy Z	10,750	25,945
20	Kircher Rd	Hwy PP to EOP	6,017	15,785
21	Water Cress Cir	North of Bulrush Dr	407	1,501
22	Bulrush Dr	Alfalfa to Water Cress Cir	300	1,089
23	Oakland Gravel Rd	Prathersville Rd to Starke Ave	5,176	14,417
24	Sandker Ct.	Crestwood Hills Sub	551	2,047
25	Mexico Gravel Rd	Hwy PP to Rte Z	11,197	27,080
26	White Cypress Dr	Midway Heights Subdivision	365	1,078
27	Golden Willow Dr	Midway Heights Subdivision	1,233	4,736
28	Black Walnut Dr	Midway Heights Subdivision	1,575	5,617
29	Mountainash Ct	Midway Heights Subdivision	438	1,730
30	Black Walnut Ct	Midway Heights Subdivision	553	2,060
31	Arratt Ct	Golf View Gardens Subdivision	412	1,671
32	Hemme Dr	Golf View Gardens Subdivision	138	315
33	Orie Dr	Golf View Gardens Subdivision	905	3,524
34	Noah Ct	Golf View Gardens Subdivision	390	1,632
35	Villa Dr.	Lakewood NID	208	471
36	Vail Ct.	Lakewood NID	238	837
37	Aspen Cir.	Lakewood NID	399	1,226
38	Pinehurst Ln.	Lakewood NID	1,299	3,193
39	Lakewood Dr.	Lakewood NID	824	3,058
40	St. Charles Rd	~140' E of Elderbrook Dr to Grace Ln	3,002	7,689
41	Richland Rd	Surface type change east to Rangeline Rd	13,700	35,653
42	Georgetown Dr	Georgetown Sub (asphalt portion)	2,980	11,628
43	Georgetown Loop	Georgetown Sub	1,290	4,222
44	West Lexington	Georgetown Sub	745	2,660
45	East Lexington	Georgetown Sub	1,046	3,713
46	Pickford Pl	Georgetown Dr to City Limits	885	3,345
47	Lexington Ct	Georgetown Sub	160	789
48	Bristol Ct	Georgetown Sub	311	1,309
49	New Haven Rd	Rolling Hills Rd to Rangeline Rd	16,152	41,303
50	Hoe Down Dr.	Bethel Church Rd. to Hwy K	826	1,762
51	Square Cir.	Entire Length	132	441
52	Barry Rd	Bluebird Ln to Tomlin Hill Rd	4,717	11,536
53	Brandywine Creek Rd.	Entire Length	2,156	6,067
54	Palis Nichols Rd	Rte M to EOP	4,448	11,353
55	Dee Woods Rd	Entire Length	3,961	10,456
56	Old Hwy 63 South	North Mt. Pleasant Rd. to City Limits	15,869	37,767
<b>Total</b>			<b>193,424</b>	<b>503,578</b>

Miles = 36.6

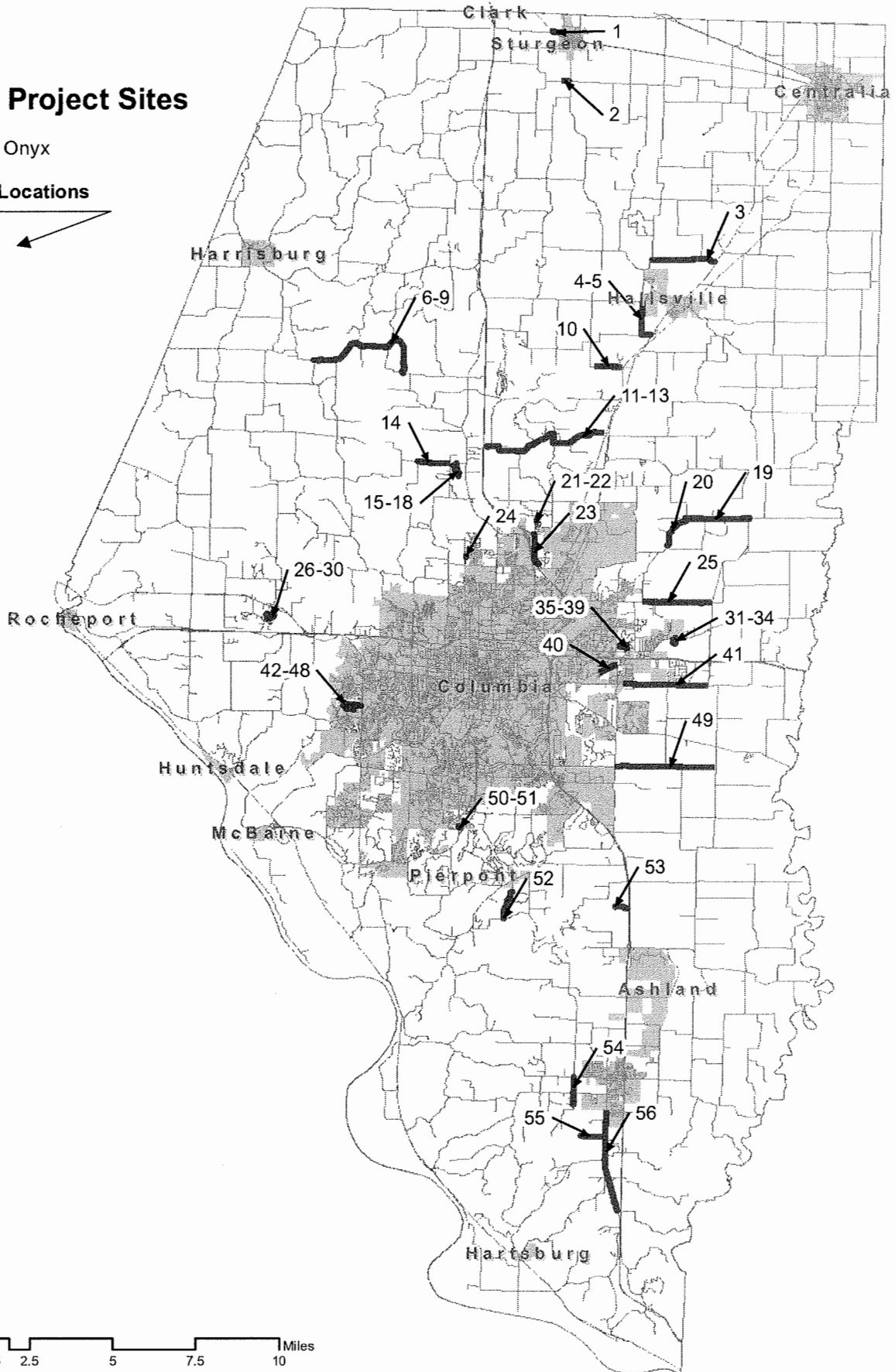
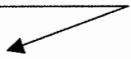


# Boone County 2018 ONYX Surface Seal

## 2018 Project Sites

 Onyx

Site # Locations





**ATTACHMENT A**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form)

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

---

---

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed

3. General type of work performed:

---

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

- (a) Number of contracts on which default was made: \_\_\_\_\_  
(b) Description of defaulted contracts and reason therefore:

---

---

5. List references:

---

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Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Organization(s)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Person Signing)

## 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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

**(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 bid, 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 bid.

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Name and Title of Authorized Representative

---

Signature

---

Date

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/mcnuitem.eb1d4c2a3c5b9ac89243c6a7543f6d1a/?vgnextoid=75bcc2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

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



**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

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

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

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

My Commission Expires:



**ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and

says that he is \_\_\_\_\_

(Title of Person Signing)

of \_\_\_\_\_

(Name of Bidder)

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

My Commission Expires \_\_\_\_\_

**SIGNATURE AND IDENTITY OF BIDDER**

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

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

Dated \_\_\_\_\_, 20 \_\_\_\_\_

Name of individual, all partners, or joint venturers:

Address of each:

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

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

doing business under the name of:

Address of principal place of business in Missouri:

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

\_\_\_\_\_  
(If a corporation -- show its name above)

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Title)

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

**BIDDER'S ACKNOWLEDGMENT**

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

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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

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

of \_\_\_\_\_; that the above Bid was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said bid to be the free act and deed of said corporation.

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

(SEAL) \_\_\_\_\_ Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.



**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

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

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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

## SAMPLE CONTRACT AGREEMENT

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

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

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

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

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

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

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this Contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner. The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the bid or such additional time as may be allowed by the Engineer under the Contract.

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

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

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

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

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

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

**The Owner agrees to pay the Contractor in the amount of**

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

**DATE OF AGREEMENT:**

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

(Date)

ATTEST:

OWNER:  
BOONE COUNTY, MISSOURI

By: Daniel K. Atwill, Presiding Commissioner

\_\_\_\_\_  
County Clerk

CONTRACTOR:

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Representative (Signature)

ATTEST:

By: \_\_\_\_\_  
Authorized Representative (Print or Type Name)

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

Approved as to Legal Form:

\_\_\_\_\_  
County Counselor

**Certification**

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

\_\_\_\_\_  
Auditor



**SAMPLE PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_  
\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

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

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

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_

(Attorney-in-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**SAMPLE LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_  
\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

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

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

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

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR: \_\_\_\_\_(Seal)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-in-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

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

Surety Contact Name:\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_



*"No Bid" Response Form*

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

Robert Wilson, Buyer  
(573) 886-4393 – 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: 11-22MAR18 – 2018 ONYX SURFACE SEAL PAVEMENT PRESERVATION**

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

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

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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



**BOONE COUNTY, MISSOURI**  
**Request for Bid #11-22MAR18 - 2018 Onyx Surface Seal Pavement Preservation**

**ADDENDUM # 1 - Issued March 19, 2018**

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

The following clarification is included:

1. Bid Item Temporary Centerline Markers (Spaced 40' o/c) shall meet the requirements of Section 620.10.5 of the Missouri Standards and Specifications for Highway Construction 2017, shall be only used for road centerlines as directed by Boone County personnel, shall have a protective sleeve that prevents contamination of the reflective face, shall be yellow in color, and need not be removed by the contractor following completion of work.
2. The late completion date for this project shall be September 15, 2018. Liquidated damages in Section 2.5 of the Request for Bid will apply to both the Contract time in Section 2.4 and projects running past this late completion date.

By:

**Robert Wilson, Buyer**  
**Boone County Purchasing**

OFFEROR has examined **Addendum #1** to Request for Bid #11-22MAR18- 2018 Onyx Surface Seal Pavement Preservation, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

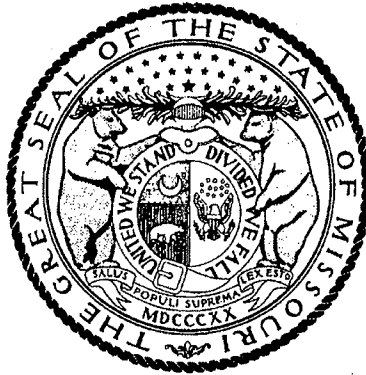
Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 24

Section 010  
**BOONE COUNTY**

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

Original Signed by

Tammy Cavender  
Acting Department Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.42	55	60	\$22.40
Boilermaker	6/17		\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter	6/17		\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction)\Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/17		\$27.32	122	76	\$12.08
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/17		\$25.22	60	15	\$16.85
Marble Mason	6/17		\$22.24	124	74	\$13.05
Marble Finisher	6/17		\$14.35	124	74	\$9.52
Millwright	6/17		\$26.34	60	15	\$16.85
Operating Engineer						
Group I	6/17		\$29.06	86	66	\$26.00
Group II	6/17		\$29.06	86	66	\$26.00
Group III	6/17		\$27.81	86	66	\$26.00
Group III-A	6/17		\$29.06	86	66	\$26.00
Group IV	6/17		\$26.83	86	66	\$26.00
Group V	6/17		\$29.76	86	66	\$26.00
Painter	6/17		\$23.69	18	7	\$12.08
Pile Driver	6/17		\$26.34	60	15	\$16.85
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofing			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker	6/17		\$29.55	124	74	\$14.76
Terrazzo Finisher	6/17		\$19.22	124	74	\$14.76
Tile Setter	6/17		\$22.24	124	74	\$13.05
Tile Finisher	6/17		\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase





**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

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

**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 86:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

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

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

**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

**NO. 122:** Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

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

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

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

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

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

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

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

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

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.



**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

**NO. 76:** The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/17	\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer	6/17	\$28.56	2	4	\$13.52
Skilled Laborer	6/17	\$28.56	2	4	\$13.52
Millwright	6/17	\$31.02	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$28.14	21	5	\$25.89
Group II	6/17	\$27.79	21	5	\$25.89
Group III	6/17	\$27.59	21	5	\$25.89
Group IV	6/17	\$23.94	21	5	\$25.89
Oiler-Driver	6/17	\$23.94	21	5	\$25.89
Pile Driver	6/17	\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/17	\$29.87	25	21	\$12.85
Group II	6/17	\$30.03	25	21	\$12.85
Group III	6/17	\$30.02	25	21	\$12.85
Group IV	6/17	\$30.14	25	21	\$12.85

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

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

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

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

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

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

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

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

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

# NOTICE TO PROCEED

DATE: July 30, 2018

TO: Innovative Roadway Solutions

ADDRESS: 493 Dr. M. Roper Parkway North  
Bullard, Texas 75757

PROJECT: Bid Number: 11-22MAR18  
2018 Onyx Surface seal Pavement Preservation

You are hereby notified that the Contract Time under the above contract will commence on **August 13, 2018**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **22** working days.

**All inspections for this project should be called in to the Boone County Resource Management office at (573) 886-4339. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.**

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: Keith Austin  
Date: 7/30/18

Keith Austin  
Chief Construction Inspector

cc. County Clerk  
Purchasing  
Director  
R.O.W. Department  
Inspection Department  
Project File

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
 County of Boone } ea.

May Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 10th day of May 20 18

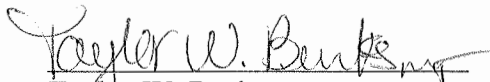
the following, among other proceedings, were had, viz:

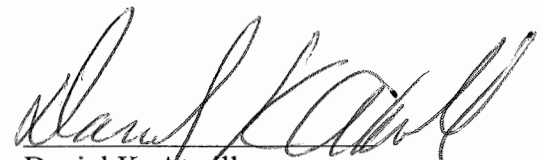
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from 13<sup>th</sup> Judicial Circuit Court to establish a budget for additional funds for the JJPA grant for the period 1/1/18 to 6/30/18.

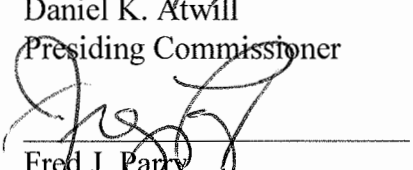
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	3451	Court Services Grant	State Reimbursement		4,662
1243	71100	Court Services Grant	Outside Services		3,500
1243	71600	Court Services Grant	Equipment Lease & Meter Charge		1,162
					9,324

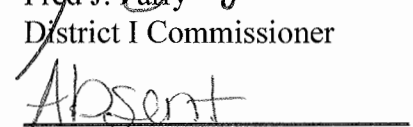
Done this 10th day of May, 2018.

ATTEST:

  
 Taylor W. Burks  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Fred J. Parry  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner







**State of Missouri**  
Office of State Courts Administrator  
Administrative Services Division

<b>Issue Date</b>	February 26, 2018	<b>Award Amount</b>
<b>Contract Period</b>		
July 1, 2017 to June 30, 2018		\$16,662.00

**Juvenile Justice Program Assistance**

The Family Court Committee of the Supreme Court of Missouri, in cooperation with the Circuit Court Budget Committee, has approved and provided funding for the implementation of juvenile justice programming assistance for delinquent youth who can be diverted from secure detention by use of the objective screening instrument Juvenile Detention Assessment (JDTA) into a non-secure;pre-adjudication placement.

<b>Contract Number</b>	<input type="checkbox"/> Original Contract
OSCA 18-003-07	<input checked="" type="checkbox"/> Contract Amendment

<b>Court/Recipient Information:</b>	<b>Project Director:</b>	<b>OSCA Program Contact</b>
The Honorable Kevin Crane Presiding Judge Thirteenth Judicial Circuit 705 East Walnut Street Columbia, Missouri 65201	Angie Jaco Supervisor - Boone County Juvenile Office Thirteenth Judicial Circuit 705 East Walnut Street Columbia, Missouri 65201	Jessica Kempker 573-522-3357
		<b>OSCA Fiscal Contact</b>
		Shelly Peters 573-522-2751

Special Conditions of this award are attached.  There are no special conditions of this award. Original RFP requirements only.

Funding provided to assist with the Evening Reporting Center (ERC) and Crisis Intervention Services program.

Requested Amount: \$24,474.20      Awarded Amount: \$12,000.00  
Revised Awarded Amount: \$16,662.00

Additional \$4,662.00 approved by the Family Court Committee.

**Please Sign, Date and Return by Mail to:**

Office of State Courts Administrator  
Attn: Contracts Unit  
P.O. Box 104480  
Jefferson City, MO 65110 - 4480

**In witness thereof, the parties below hereby execute this agreement.**

<b>Appointing Authority Signature</b>		<b>OSCA Signature</b>	
<i>Mary Egan</i>		<i>Earl Kraus</i>	
<b>Printed Name</b>	<b>Date</b>	<b>Printed Name</b>	<b>Title</b>
Mary Egan	2/27/18	Earl Kraus	Deputy State Courts Administrator
<b>Presiding Judge Signature</b>		<b>Date</b>	<b>Date</b>
<i>Kevin Crane</i>		2/27/18	2/27/18
<b>Printed Name</b>	<b>Date</b>		
Kevin Crane	2/27/18		

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

May Session of the January Adjourned

Term. 20 18

In the County Commission of said county, on the

10th

day of

May

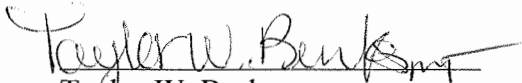
20 18

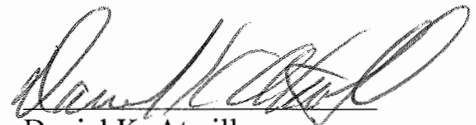
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Juvenile Detention Alternatives Initiative grant application submitted by the Juvenile Justice Center.

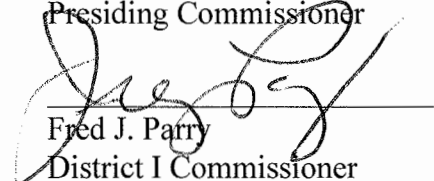
Done this 10th day of May, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner

Absent

Janet M. Thompson  
District II Commissioner

## Annie E. Casey Foundation - Juvenile Detention Alternatives Initiative

OSCA has received approval through the Annie E. Casey Foundation for Juvenile Detention Alternatives. A maximum of \$1,000.00 per site is available to each JDAI site for expenses not covered by Title II, county funds or other JDAI awards. Funding is available to develop plans for the time period of December 1, 2017 - September 15, 2018, to address expenses for travel, education, meals, supplies or contractual services. **Please review your plan with the JDAI State Coordinator prior to submission.** The plans shall specifically address one or more of the JDAI core strategies: 1) Collaboration, 2) Use of accurate data, 3) Objective admissions, 4) New or enhanced non-secure alternatives to detention, 5) Case processing reforms, 6) Special detention cases, 7) Reducing racial disparities, or 8) Improving conditions of confinement.

### Budget Request

1) Please break down your funding request:

Budget Line Item	Approximate Cost	Budget Line Item	Approximate Cost
Youth Mental Health First Aid workbooks (\$40/each x 15 participants)	\$600.00	Presenter Travel/Mileage (2 people)	\$182.00
Lunch (\$9/each x 17 people)	\$153.00		
Snacks/Drinks (17 people)	\$65.00		

### Justification (attach additional sheets, if necessary)

1. How will this funding enhance your courts ability to meet outcomes of juvenile detention alternatives?

The 13th Circuit Juvenile Justice System continually strives to improve on the eight core strategies of JDAI. Funding would assist in providing a training that specifically addresses the JDAI core strategy of improving conditions of confinement for the juveniles we work with. Mental health and substance abuse concerns with juveniles at JJC or under supervision of the JO are increasing in nature. In 2017, there were 242 admissions to JJC (an increase from years past). The MAYSI is a mental health screening tool and the SASSI is a substance abuse screening tool used during admission to JJC. In 2017, 54% of juveniles admitted tested positive for at least one drug and 57% scored for have a High Probability of either a substance abuse disorder or substance abuse dependence. Additionally, 80% of juvenile admitted reported that they had experienced between 1-5 traumatic events. Additionally, the following were self-reported during admission on the MAYSI and scored in the Caution/Warning area: 27% for Alcohol/Drug; 55% for Angry/Irritable; 16% for Depressed/Anxious; 54% for Somatic Complaints; 17% for Suicidal Ideations; and 13% for Thought Disturbances. Of the 242 admissions, 65 juveniles were seen by the psychiatrist (with over 100 contacts in total) and 13 participated in psychological evaluations. Finally, there were approximately 281 individual counseling sessions completed. Please see attached sheets for a description of the Youth Mental Health First Aid training program.

2. Provide a timeline and description of how the funding will be used.

The 13th Circuit Juvenile Justice System would host a Youth Mental Health First Aid training for approximately 15 participants. The training would be scheduled with the trainers according to their availabilities. The funding would be used for providing lunch, snacks, and drinks for approximately 15 participants (and 2 trainers). The training would be offered to both Collaborative Team members and circuit staff. By offering this training to Collaborative Team members the hope is to address alternatives to detention by identifying issues early and implementing proper interventions in a timely manner to hopefully avoid detention. By providing this training to detention staff, the hope is to identify and address the issues while the youth are in detention. The workbooks needed for the training are \$40/each. Funding would also allow travel and mileage reimbursement for the trainers. In the event that any portion of the Presenter Travel/Mileage is unused, it would be requested to allow additional participants/workbooks to be funded.

### This section to be completed by OSCA

	Yes	No
1. Does this request fall within the scope of the Annie E. Casey Foundation approval?		
2. Does this request meet OSCA's requirements for uses of these grant funds?		
3. Does it state awarded funds will be expended and billed to OSCA by September 15, 2018?		
4. Did the request include special terms or conditions and are they attached?		

### Authorization (please print your name as well as your signature)

Circuit <span style="font-size: 2em; font-family: cursive;">13</span>	Presiding Judge 	Date <span style="font-size: 1.2em; font-family: cursive;">4/26/18</span>
OSCA	Deputy State Courts Administrator	Date

Return to: Office of State Courts Administrator, Contracts Section

The Youth Mental Health First Aid training is designed to teach parents, family members, caregivers, teachers, school staff, peers, neighbors, health and human services workers, law enforcement officers, juvenile justice staff, and others on how to help an adolescent age 12-18 who is experiencing a mental health or addictions challenge or is in crisis. Youth Mental Health First Aid is primarily designed for adults who regularly interact with young people. The 8-hour certificate course introduces common mental health challenges for youth, reviews typical adolescent development, and teaches a 5-step action plan for how to help young people in both crisis and non-crisis situations. Topics covered include anxiety, depression, substance use, disorders in which psychosis may occur, disruptive behavior disorders, and eating disorders.

Youth Mental Health First Aid is an educational program which introduces participants to the unique risk factors and warning signs of mental health problems in adolescents, builds understanding of the importance of early intervention, and teaches individuals how to help an adolescent in crisis or experiencing a mental health challenge. Mental Health First Aid uses role-playing and simulations to demonstrate how to assess a mental health crisis; select interventions and provide initial help; and connect young people to professional, peer, social, and self-help care. Participants will learn the risk factors and warning signs of a variety of mental health challenges common among adolescents, as well as learning to support a youth developing signs and symptoms of a mental illness or in an emotional crisis by applying a core five-step action plan; Assess for risk of suicide or harm; Listen non-judgmentally; Give reassurance and information; Encourage appropriate professional help; and Encourage self-help and other support strategies. The Youth Mental Health First Aid training is primarily focused on information participants can use to help adolescents and transition-age youth, ages 12-18. The course is designed for adults who regularly interact with adolescents.



## Youth Mental Health First Aid

eight-hour certificate course • April 28, 2018 • 8:30am – 5pm  
\$25 fee • lunch and coffee provided • Columbia, Missouri

Sometimes, first aid isn't  
a bandage,  
or CPR,  
or the Heimlich,  
or calling 911.  
Sometimes, first aid is YOU!

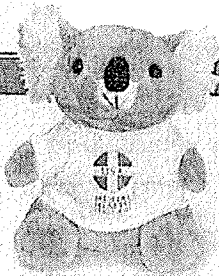
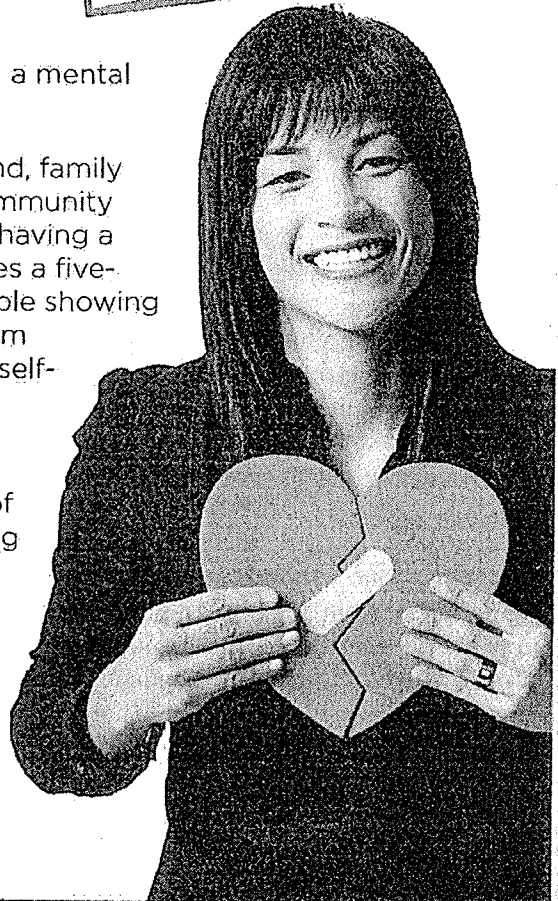
**FREE  
FOR STUDENTS**

A young person you know could be experiencing a mental health challenge or crisis. You can help.

You are more likely to encounter someone — friend, family member, student, neighbor, or member of the community — in an emotional or mental crisis than someone having a heart attack. Youth Mental Health First Aid teaches a five-step action plan to offer initial help to young people showing signs of a mental illness or crisis, and connect them with the appropriate professional, peer, social, or self-help care. Anyone can take the eight-hour Youth Mental Health First Aid course, but it is designed for adults who work with young people, between 12 and 18 years old — teachers, coaches, leaders of faith communities, social workers, and other caring citizens.

Sometimes the best first aid is you. Take the course, save a life, strengthen your community.

For information or to schedule a training,  
contact: Sarah Traub  
Traubs@missouri.edu  
660-882-5661



This training is brought to you in partnership with the Children's Grove, MU Division of Inclusion, Diversity & Equity, and MU Extension.



A single act of kindness  
can change a life forever





**MENTAL  
HEALTH  
FIRST AID®**

## Youth Mental Health First Aid Training Individual Registration/Consent Form

**Date: Saturday, April 28, 2018**  
**Time: 8:30 am – 5:00 pm**  
**Location: MU Family Impact Center**  
**105 E. Ash St. Suite 200**  
**Columbia, Missouri, 65203**

Please send completed form with \$25 registration fee for course supplies (students covered by scholarship) to:  
 University of Missouri Extension  
 1012 N. Highway UU  
 Columbia, Missouri, 65203

For questions about registration, please contact: Sarah Traub, [traubs@missouri.edu](mailto:traubs@missouri.edu) (660) 882-5661.

Date: Saturday, April 28, 2018  
 Time: 8:30 am – 5:00 pm  
 Location: MU Family Impact Center  
 105 E. Ash St. Suite 200  
 Columbia, Missouri, 65203

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Occupation/Employer: \_\_\_\_\_  
 High School (if participant is a student): \_\_\_\_\_

We want to tailor this training to meet your needs. Please describe any special circumstances you would like us to consider for your training and reasons you are enrolling in the course (e.g., better serve clients/public with mental health issues, seeking general mental health information):

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

Mental Health First Aid Training for persons age 18 and younger (must be at least high school junior) requires parental or guardian permission for participation. Please return with signature prior to attending training. The program is intended for mature adolescents wishing to provide peer support. The training is **not therapy or counseling** but will include discussion of emotionally sensitive topics including risk factors and warning signs of a variety of mental health challenges common among adolescents (e.g., anxiety, depression, psychosis, eating disorders, substance use). [For more information about the training, please contact Sarah. To discuss whether this program is well suited for your child, please contact your school counselor.]

I am aware participants in Youth Mental Health First Aid Training will receive training regarding mental health and substance use issues and will learn a 5-step method to assist a person experiencing a mental health difficulty or crisis. I, \_\_\_\_\_ give my permission for my child, \_\_\_\_\_, to attend and participate in Youth Mental Health First Aid Training.

\_\_\_\_\_  
 Parent/Guardian Signature

\_\_\_\_\_  
 Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of May

20 18

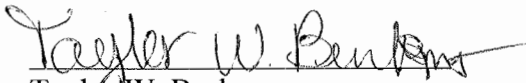
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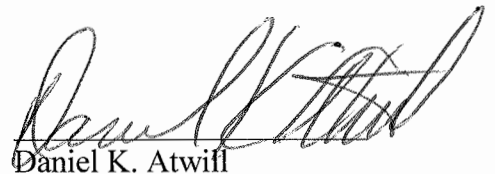
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Collector to establish a budget to cover the transfer of excess Tax Maintenance Fund balance.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2100	83917	Collector Tax Maint.	OTO: To General Fund		55,115
1190	3917	Non-Departmental	OTI: From Special Rev		55,115
					110,230

Done this 10th day of May, 2018.

ATTEST:

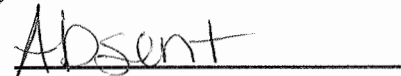
  
 Taylor W. Burks  
 Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner







**Tax Maintenance Fund-- Determination of Transfer of Fund Balance to General Fund**

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Fund Balance Dec 31,	\$ 305,569	288,091	277,954	257,493	284,566	337,143 ✓	-	-	-	-
Maximum Fund Balance	240,855	249,580	253,313	262,352	274,416	282,028 ✓	-	-	-	-
Amount to be Transferred	64,714	38,511	24,641	(4,859)	10,150	55,11	-	-	-	-
	Transferred	Transferred	Transferred							
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Approved Budget (with final revisions)	\$ 481,710	499,160	506,625	524,704	548,832	564,055 ✓	-	-	-	-
50% Max Fund Balance (RSMo 52.317)	240,855	249,580	253,313	262,352	274,416	282,028 ✓	-	-	-	-

Year	2017	Opening Balance	284,565.98
Fund	211 COLLECTOR TAX MAINTENANCE FUND	Actual YTD Credits	214,432.79
Acct	2913 BEG FUND BAL (UNRESERVED)	Actual YTD Debits	161,856.27
Account Type	Q EQUITY		
Normal Balance	C CREDIT	Current Balance	337,142.50

Period	Debits	Credits	Current Balance
January			284,565.98
February			284,565.98
March			284,565.98
April			284,565.98
May			284,565.98
June			284,565.98
July			284,565.98
August			284,565.98
September			284,565.98
October			284,565.98
November			284,565.98
December			284,565.98
Post Closing	161,856.27	214,432.79	337,142.50

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

SUBLSCR BOONE                      SUBSIDIARY LEDGER INQUIRY MAIN SCREEN                      4/20/18 09:07:43

Year	2016	Original Appropriation	20,350.00
Dept.	1150 COLLECTOR	Revisions	
Acct.	20000 MATERIALS & SUPPLIES	Original + Revisions	20,350.00
Fund	100 GENERAL FUND	Expenditures	16,247.38
		Encumbrances	
Class/Account	C CLASS	Actual To Date	16,247.38
Account Type	E EXPENSE	Remaining Balance	4,102.62
Normal Balance	D DEBIT	Shadow Balance	4,102.62

Expenditures by Period

January	184.12	July	177.59
February	91.07	August	248.13
March	143.49	September	152.19
April	1,061.95	October	780.28
May	218.70	November	12,027.89
June	152.65	December	1,009.32

F2=Key Scr    F3=Exit    F5=Ledger Transactions    F7=Transactions



SUBLSCR BOONE                      SUBSIDIARY LEDGER INQUIRY MAIN SCREEN                      4/20/18 09:08:35

Year	<u>2016</u>		Original Appropriation	<u>50,714.00</u>
Dept	<u>1150</u>	COLLECTOR	Revisions	
Acct	<u>70000</u>	CONTRACTUAL SERVICES	Original + Revisions	<u>50,714.00</u>
Fund	<u>100</u>	GENERAL FUND	Expenditures	<u>45,412.46</u>
			Encumbrances	
Class/Account	<u>C</u>	<u>CLASS</u>	Actual To Date	<u>45,412.46</u>
Account Type	<u>E</u>	<u>EXPENSE</u>	Remaining Balance	<u>5,301.54</u>
Normal Balance	<u>D</u>	<u>DEBIT</u>	Shadow Balance	<u>5,301.54</u>

Expenditures by Period

January	<u>2,833.00</u>	July	<u>4,234.59</u>
February	<u>4,086.37</u>	August	<u>3,741.29</u>
March	<u>3,575.27</u>	September	<u>3,412.27</u>
April	<u>3,750.87</u>	October	<u>3,537.46</u>
May	<u>3,594.18</u>	November	<u>3,192.59</u>
June	<u>3,414.41</u>	December	<u>6,040.16</u>

F2=Key Scr    F3=Exit    F5=Ledger Transactions    F7=Transactions

LEDGER YEAR	DEPT	Department Name	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2016	1150	COLLECTOR	10000	10100	SALARIES & WAGES	356,590.00	356,590.00	336,189.07	20,400.93
	1150	COLLECTOR		10110	OVERTIME	3,825.00	3,825.00	2,223.62	1,601.38
	1150	COLLECTOR		10200	FICA	27,571.00	27,571.00	25,020.67	2,550.33
	1150	COLLECTOR		10300	HEALTH INSURANCE	40,740.00	40,740.00	40,442.74	297.26
	1150	COLLECTOR		10325	DISABILITY INSURAN	1,236.00	1,236.00	1,124.24	111.76
	1150	COLLECTOR		10330	CNTY PD DEPENDENT	3,159.00	3,159.00	3,159.00	.00
	1150	COLLECTOR		10331	CNTY PD DEPENDENT	247.00	247.00	246.84	.16
	1150	COLLECTOR		10350	LIFE INSURANCE	336.00	336.00	324.00	12.00
	1150	COLLECTOR		10375	DENTAL INSURANCE	2,940.00	2,940.00	2,918.55	21.45
	1150	COLLECTOR		10400	WORKERS COMP	612.00	612.00	604.75	7.25
	1150	COLLECTOR		10500	401(A) MATCH PLAN	3,640.00	3,640.00	3,185.00	455.00
	1150	COLLECTOR		10600	UNEMPLOYMENT BENEF		1,960.00	1,958.74	1.26
					TOTAL	440,896.00	442,856.00	417,397.22	25,458.78
2016	1150	COLLECTOR	20000	22500	SUBSCRIPTIONS/PUBL	150.00	150.00	.00	150.00
	1150	COLLECTOR		23000	OFFICE SUPPLIES	4,000.00	4,000.00	3,277.35	722.65
	1150	COLLECTOR		23001	PRINTING	12,000.00	12,000.00	11,314.49	685.51
	1150	COLLECTOR		23017	COMPUTER PAPER	3,200.00	3,200.00	1,655.54	1,544.46
	1150	COLLECTOR		23850	MINOR EQUIP & TOOL	1,000.00	1,000.00	.00	1,000.00
					TOTAL	20,350.00	20,350.00	16,247.38	4,102.62
2016	1150	COLLECTOR	30000	37000	DUES & PROF CERTIF	25.00	25.00	50.00	25.00-
	1150	COLLECTOR		37200	SEMINARS/CONFERENC	855.00	855.00	870.00	15.00-
	1150	COLLECTOR		37220	TRAVEL (AIRFARE, M	550.00	550.00	255.10	294.90
	1150	COLLECTOR		37230	MEALS & LODGING-TR	625.00	625.00	475.76	149.24
					TOTAL	2,055.00	2,055.00	1,650.86	404.14
2016	1150	COLLECTOR	40000	48000	TELEPHONES	3,750.00	3,750.00	3,642.37	107.63
					TOTAL	3,750.00	3,750.00	3,642.37	107.63
2016	1150	COLLECTOR	60000	60050	EQUIP SERVICE CONT	650.00	650.00	553.18	96.82
	1150	COLLECTOR		60200	EQUIP REPAIRS/MAIN	500.00	500.00	.00	500.00
					TOTAL	1,150.00	1,150.00	553.18	596.82
2016	1150	COLLECTOR	70000	71000	INSURANCE AND BOND	100.00	100.00	80.00	20.00
	1150	COLLECTOR		71100	OUTSIDE SERVICES	6,000.00	6,000.00	4,579.05	1,420.95
	1150	COLLECTOR		71107	BANK/CREDIT CARD S	6,620.00	6,620.00	5,949.41	670.59
	1150	COLLECTOR		71116	SERVICES/SURVEYOR	4,000.00	4,000.00	810.00	3,190.00
	1150	COLLECTOR		71500	BUILDING USE/RENT	33,994.00	33,994.00	33,994.00	.00
					TOTAL	50,714.00	50,714.00	45,412.46	5,301.54
2016	1150	COLLECTOR	80000	84400	PUBLIC NOTICES	9,150.00	9,150.00	5,867.13	3,282.87
	1150	COLLECTOR		84500	TITLE SEARCH	34,025.00	34,025.00	11,167.65	22,857.35

## Fund Statement - Tax Maintenance Fund 211 (Nonmaj

	2017	2018
	Actual	Budget after amendment
<b>FINANCIAL SOURCES:</b>		
<b>Revenues</b>		
Property Taxes	\$ -	-
Assessments	-	-
Sales Taxes	-	-
Franchise Taxes	-	-
Licenses and Permits	-	-
Intergovernmental	-	-
Charges for Services	212,322	190,500
Fines and Forfeitures	-	-
Interest	2,111	3,037
Hospital Lease	-	-
Other	-	-
<b>Total Revenues</b>	<b>214,433</b>	<b>193,537</b>
<b>Other Financing Sources</b>		
Transfer In from other funds	-	-
Proceeds of Long-Term Debt	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-
<b>Total Other Financing Sources</b>	-	-
<b>Fund Balance Used for Operations</b>	-	<b>104,295</b>
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 214,433</b>	<b>297,832</b>
 <b>FINANCIAL USES:</b>		
<b>Expenditures</b>		
Personal Services	\$ 30,930	44,894
Materials & Supplies	624	900
Dues Travel & Training	225	11,050
Utilities	-	-
Vehicle Expense	-	-
Equip & Bldg Maintenance	-	-
Contractual Services	3,463	13,825
Debt Service (Principal and Interest)	-	-
Emergency	-	-
Other	116,464	147,048
Fixed Asset Additions	-	25,000
<b>Total Expenditures</b>	<b>151,706</b>	<b>242,717</b>
<b>Other Financing Uses</b>		
Transfer Out to other funds	10,150	55,115
Early Retirement of Long-Term Debt	-	-
<b>Total Other Financing Uses</b>	<b>10,150</b>	<b>55,115</b>
<b>TOTAL FINANCIAL USES</b>	<b>\$ 161,856</b>	<b>297,832</b>
 <b>FUND BALANCE:</b>		
<b>FUND BALANCE (GAAP), beginning of year</b>	\$ 284,566	337,143
Less encumbrances, beginning of year	-	-
Add encumbrances, end of year	-	-
Fund Balance Increase (Decrease) resulting from operations	52,577	(104,295)
<b>FUND BALANCE (GAAP), end of year</b>	<b>337,143</b>	<b>232,848</b>
<b>Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year</b>		
	-	-
<b>NET FUND BALANCE, end of year</b>	<b>\$ 337,143</b>	<b>232,848</b>
 Net Fund Balance as a percent of expenditures	 222.23%	 95.93%