

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 18

County of Boone

} ea.

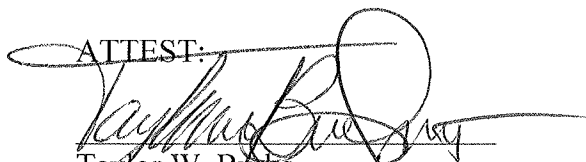
In the County Commission of said county, on the 18th day of December 20 18

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

Now on this day the County Commission of the County of Boone does hereby approve the request for an extended leave of absence without pay for Shelby Reynolds, Legal Assistant, position number 887 from December 8, 2018 through January 21, 2019.

Done this 18th day of December, 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



DANIEL K. KNIGHT, Prosecutor
Office of the Boone County Prosecuting Attorney
705 E. Walnut Street – Courthouse
Columbia, Missouri 65201-4485
573-886-4100
FAX: 573-886-4148

TO: Commissioner Atwill
Commissioner Parry
Commissioner Thompson

FROM: Boone County Prosecuting Attorney's Office

DATE: December 12, 2018

RE: Extended Leave of Absence Without Pay

Per the Boone County Personnel Policy Manual, section 5.7 we are requesting an extended leave of absence without pay for Shelby Reynolds, Legal Assistant, position number 887 from December 8, 2018 through January 21, 2019. Shelby began working with our office on August 27, 2018 and has not completed her probationary period so she isn't eligible for Family Medical Leave. We would like to grant her this extended leave.

Thank you for your consideration of our request.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 18

County of Boone

} ea.


In the County Commission of said county, on the 18th day of December 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 merger of the consulting engineering firm of Shafer, Kline, and Warren with McClure Engineering and does hereby change the attached contractual agreement with Shafer, Kline, and Warren to McClure Engineering.

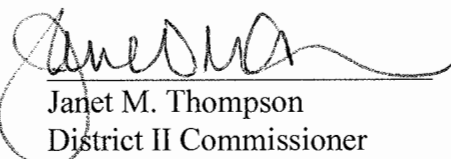
The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 18th day of December, 2018.

ATTEST

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Patry
District I Commissioner


Janet M. Thompson
District II Commissioner

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
4/03/2017 FINAL DESIGN OF E. ST. CHARLES ROAD BRIDGE #BR3170016**


The Purchase Agreement dated April 3, 2017 made by and between Boone County, Missouri and Shafer Kline & Warren Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

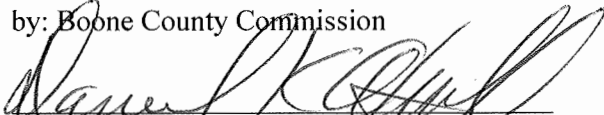
1. **Contract 4/03/2017 Final Design of E. St. Charles Road Bridge #BR3170016 including a maximum of 20 hours for bidding and construction services** is hereby assigned to McClure Engineering Co (FEIN 42-0982931) from Shafer Kline & Warren Inc (FEIN 48-0767542) per the attached Agreement and Consent to Assignment of Contract document signed by Dustin Berry of Shafer Kline and Warren Inc. and Troy Jerman of McClure Engineering Co.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

McCLURE ENGINEERING CO.

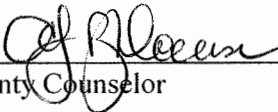
BOONE COUNTY, MISSOURI


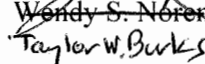
By 

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

title Vice President, Transportation

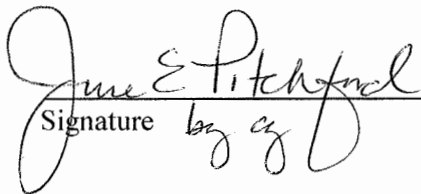
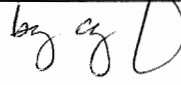
APPROVED AS TO FORM:


County Counselor

ATTEST:

Wendy S. Noren, County Clerk


AUDITOR CERTIFICATION

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


Signature *by* 

12/13/18
Date

2041-71102/Engineering Services
Purchase Order 2017-117

Appropriation Account

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 3rd day of April, 2017, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: SHAFER, KLINE & WARREN, INC.; 3200 Penn Terrace, Suite 100, Columbia, MO 65202

Project/Work Description: SEE ATTACHMENT A

Proposal Description: Final Engineering Design Services for the replacement of one(1) structure located at:

- BR 3170016 E St. Charles Road West of Dozier's Station Road

Modifications to Proposal: Fees and expenses for Design Services shall not exceed \$51,750.00, (Fifty-One Thousand Seven Hundred Fifty Dollars) Lump Sum without written approval of Owner. Invoices will be a reflection of the percent of work completed. **If needed, Additional Bidding and Construction Services not to exceed 20 hours** shall be billed at the hourly rate in the General Consultant Services Agreement and shall be invoiced separately from the Lump Sum Design Services Fees.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

SHAFER, KLINE & WARREN, INC

By [Signature]
President, Infrastructure Services

Dated: 3/22/2017

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 4-3-17

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Resource Management Director

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

[Signature] 3/27/17 2041-71102
Auditor by [Signature] Date

ATTACHMENT A
(Revised 2017-03-22)



Scope of Work for Final Engineering Design Services
2017 Boone County Structure Replacement

Design Phase includes:

1. Final Engineering Design Services for the replacement of one(1) Structure located at:
 - a. BR 3170016 E St. Charles Road West of Doziers Station Road
2. conduct topographic, section tie, property and utility surveys to develop plans for the project;
3. arrange for subsurface investigations;
4. conduct hydraulic studies, prepare County preference design recommendation as stated in 2016 "Preliminary Design Services Report for Boone County", develop preliminary plans, and recommend to Boone County the best overall general design based on these studies;
5. submit one copy of preliminary plans for review by Boone County and conduct up to three (3) preliminary review meetings and up to two (2) final review meetings;
6. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, provide legal descriptions for roadway easements/utility easements/drainage easements/temporary construction easements, provide survey data to County for purposes of staking easement locations and disturbance limits;
7. apply for and obtain 404/401 permits and provide plans in compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources (MDNR) and the U.S. Army Corps of Engineers (USACE) and also in compliance with the requirements of the Federal Emergency Management Agency (FEMA);
8. apply for and obtain Floodplain Development permit in coordination with the County Floodplain Administrator;
9. coordinate specifications for United States Fish and Wildlife (USF&W), Threatened and Endangered Species (T&E) Clearance;
10. contact project utility companies describing project and request relocation plan and utility agreement letter stating no cost to the County for relocation, if applicable, add proposed utility line relocation information provided by utility companies to construction plans.
11. prepare detailed construction plans, technical specifications and a construction cost estimate for the purpose of soliciting bids for constructing the project;
12. provide Boone County with one set of completed plans, technical specifications and a construction cost estimate for review;

Additional Services:

1. Bidding and Construction services for a maximum of 20 hours to be billed at the hourly rate in the Boone County General Services Agreement (BCGSA) and billed through the BCGSA, separate from this lump sum contract.

Exclusions:

1. Acquisition, Negotiation or Appraisal of ROW properties.
2. Wetland delineation, wetland mitigation or individual 404 permits.
3. SWPPP.
4. Section 106 permit and compliance with Missouri Department of Natural Resources (MDNR);
5. Archeological Study for MDNR.
6. Memorandum of Agreement (MOA) for State Historic Preservation Office (SHPO).
7. Farmland Impact study permit AD-1006 in coordination with the U.S. Department of Agriculture
8. Lead and Asbestos testing and inspection report;
9. Create or provide a relocation plan for utility companies
10. Prepare utility agreement letter or negotiate/acquire utility easements for the utility companies.
11. Assist in advertising for bids, using a planroom and providing documents for bidding.
12. Attend Prebid Meeting and Bid Letting.
13. Assist Boone County in providing bid tabulation and award recommendation.
14. Provide Notice to Proceed for construction.
15. Attend Preconstruction Conference.
16. Construction Observation, Inspection & Administration.
17. Soft-Match Credit Submittal

**AGREEMENT AND CONSENT
TO ASSIGNMENT OF CONTRACT**

4/03/2017 FINAL DESIGN OF E. ST. CHARLES ROAD BRIDGE #BR3170016

SHAFER KLINE & WARREN INC
P.O. BOX 878465
KANSAS CITY, MO 64187-8465
FEIN#: 48-0767542
(Assignor)

MCCLURE ENGINEERING CO
1360 NW 121st STREET
CLIVE, IA 50325
FEIN #: 42-0982931
(Assignee)

RE: Contract: 4/03/2017 — *Final Design of E. St. Charles Road Bridge #BR3170016*

The Assignor, as named above, assigns the contract in its entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County — Missouri to performance by Assignee of all obligations under the contract. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County — Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.


The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

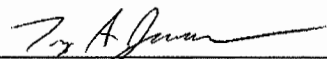
This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

IN WITNESS THEREOF, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

SHAFER KLINE & WARREN INC

McCLURE ENGINEERING CO

by: 
Printed Name: Dustin Berry
Title: Project Manager
Date: December 6, 2018

by: 
Printed Name: Troy Jerman
Title: Vice President, Transportation
Date: December 6, 2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

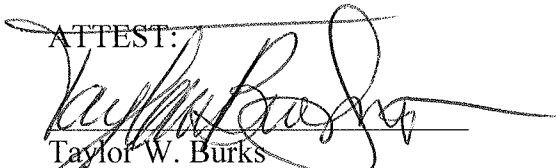
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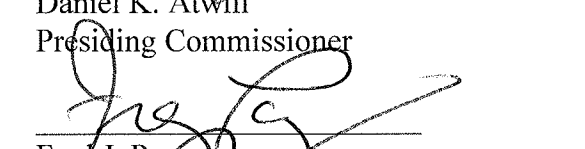
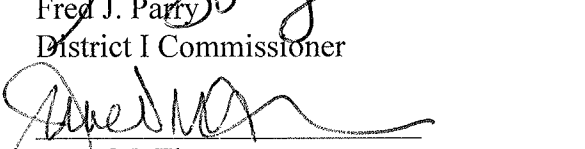
In the County Commission of said county, on the 18th day of December 20 18
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Utility Agreement between Boone County and Boone Electric Cooperative.

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

Done this 18th day of December, 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

UTILITY AGREEMENT – LUMP SUM

THIS AGREEMENT is entered into by Boone County, Missouri (hereinafter, "County") and **Boone Electric Cooperative** (hereinafter, "Company").

WITNESSETH:

WHEREAS, the "County" desires to rehabilitate/construct certain roadways more specifically described as **East St. Charles Road Bridge Replacement**, in the vicinity of Columbia, Missouri. Said improvement is to be designed and constructed in compliance with Missouri Department of Transportation (hereinafter, MoDOT) and Boone County, Missouri standards.

WHEREAS, in order to improve said roadway in accordance with said plans, it will be necessary to adjust certain facilities now located on private easement in order to maintain the present services of said "Company", such changes being generally shown as proposed utility adjustment sketch marked Exhibit "A", and estimate of utility adjustment cost marked Exhibit "B" attached hereto and each made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) **WORK AREA**: The "Company" will make the necessary adjustments and stay within their existing private easement along the south side of East St. Charles Road.

(2) **COMMENCEMENT AND COMPLETION OF WORK**: After approval of this agreement and upon notification to proceed by the "County", the "Company" will commence, without unnecessary delay, to make changes to its facilities. The "Company" will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor and other utility companies doing relocation work. The "Company" agrees to provide a written estimated time schedule of its planned work and a written notification to the "County's" engineer at least five (5) days prior to beginning the work. The submitted schedule shall show completion before or by twenty-one (21) calendar days after the "County's" notice to proceed date. If the "Company" falls behind in its work schedule, it shall submit a revised work schedule to the "County's" engineer. The "Company" will make every effort to get back on schedule and complete its work. The "Company" has an affirmative duty to cooperate and coordinate its activities with those of the roadway contractor and other utility companies doing relocation work. The contractor has a contractual requirement to cooperate and coordinate its activity with the "Company" and other utility companies on this project.

(3) SUBCONTRACT: The "Company" intends to perform this work with its own forces and, if necessary, existing subcontractors of which they have active cost fixed contracts in place. A copy of the pricing contracts in place can be provided to the "County" upon request.

(4) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the "Company" agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the "County" engineer and having approval of the "County" PRIOR to the performance of the work.

(5) BACKFILL: The "Company" agrees to compact backfill of their excavation within Boone County right of way and utility easement limits in accordance with Chapter II of the Boone County, Missouri Roadway Regulations.

(6) CONDITION OF RIGHT OF WAY AND UTILITY EASEMENT: Upon completion of their work provided in this Agreement, the "Company" shall remove all leftover materials and debris resulting from their work and leave the right of way and utility easement in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material. All areas disturbed by their work shall be prepared, fertilized, permanently seeded and mulched in accordance with Chapter II of the Boone County, Missouri Roadway Regulations.

(7) SAFETY DEVICES: At all times when work is being performed by the "Company" under such conditions as will affect traffic on the public streets or roadways, "Company" will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(8) COST: The total cost of the utility work required for the roadway project is estimated to be \$8,230.00. (See estimate of cost attached as Exhibit "B").

The "County's" obligation toward the cost of the utility work under this Agreement shall be a lump sum of \$8,230.00 absent a supplement agreement or approved change order document properly executed by "County."

Payment shall be made by "County" to "Company" within thirty (30) days of receipt of a final invoice from "Company" after the work contemplated herein has been completed in accordance with the terms of any permits issued by "County."

(9) PERMIT REQUIREMENT: The "Company" shall obtain a permit from the Boone County Resource Management Department should any of the intended work be located on a "County" right of way prior to adjusting or relocating its property from, within, or onto the "County's" right of way. The permit shall be signed by an authorized "County" representative.

(10) "COUNTY" REPRESENTATIVE: The "County's" engineer is designated as the "County's" representative for the purpose of administering the provisions of this Agreement.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The "Company" shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.

(13) ASSIGNMENT: The "Company" shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the "County".

(14) COOPERATION: When the "Company" relocation work is being done concurrent with the "County's" roadway contractor operation, the "Company" agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility companies working on the project.

(15) ROADWAY IMPROVEMENT INFORMATION: The "County" agrees to furnish the "Company" all necessary information on the roadway improvement in order to properly carry out the utility relocation.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the "Company" this _____ day of _____, 20____.

Executed by the "County" this 18th day of December, 2018.

"COMPANY"

"COUNTY"

Boone Electric Cooperative

Boone County, Missouri

By: 

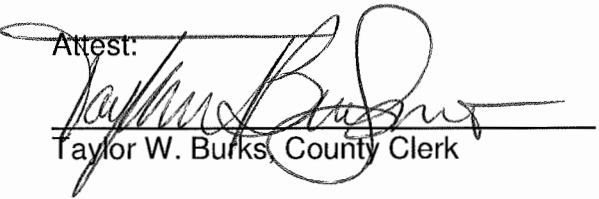
By: 

Authorized Representative (Signature)

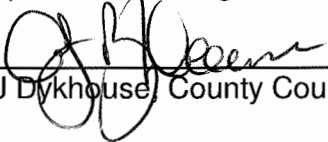
Daniel K. Atwill,
Presiding Commissioner

Todd E. Culley
Authorized Representative Name (Print or Type)

Title: CEO

Attest: 
Taylor W. Burks, County Clerk

Approved as to Legal Form:


CJ Dykhouse, County Counselor

Certification:

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

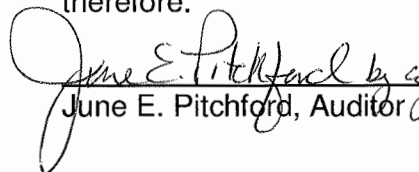
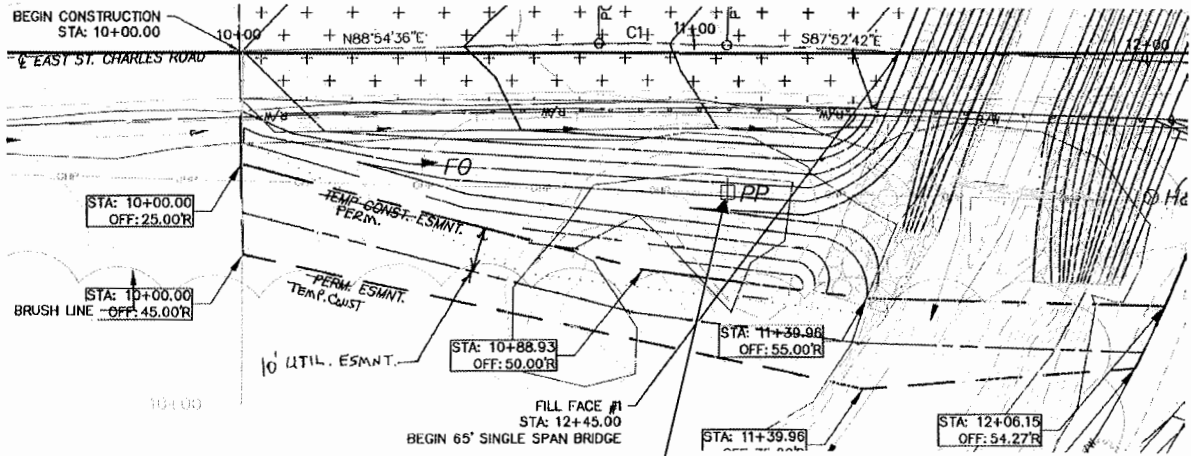
 2041-71100
June E. Pitchford, Auditor

EXHIBIT "A"

Proposed Utility Adjustment Sketch



Remove existing pole and replace with taller pole in same location



EXHIBIT "B"

Estimate of Utility Adjustment Cost

Boone Electric Cooperative
1413 Rangeline St.
573-819-8552



10/16/18

Jeff McCann
Boone County Resource Management

Dear Jeff McCann,

The total cost to kill the electric line and replace a pole with a five ft. taller pole on St.Charles Rd. is \$8,230.00. This will allow the line to be dead while you do your bridge work. If you have any questions feel free to give me a call.

Sincerely,

Mike Coleman



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 18

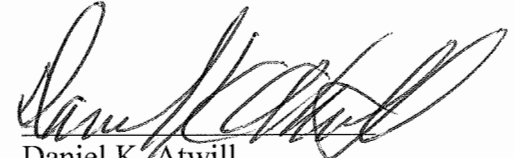
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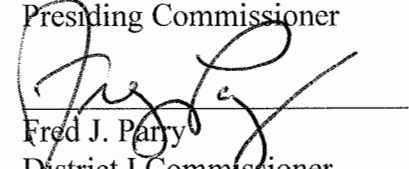
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the H-GAC contract EC07-18 with West Safety Services, Inc. for use by the Information Technology Department for 9-1-1 Equipment & Emergency Notification Software and Services.

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

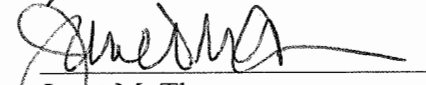
Done this 18th day of December, 2018.



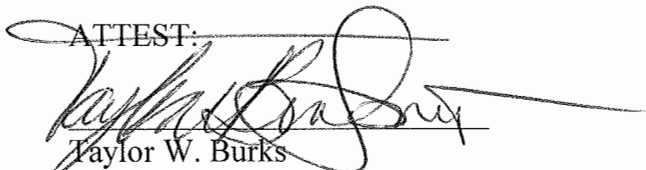
Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:

Taylor W. Burks
Clerk of the County Commission

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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: December 11, 2018
RE: EC07-18 for 9-1-1 Equipment & Emergency Notification Software and Services (HGAC Contract)

Purchasing requests permission to use contract EC07-18 for 9-1-1 Equipment & Emergency Notification Software and Services established by H-GAC, the Houston-Galveston Area Council cooperative purchasing organization. Said contract is with West Safety Services, Inc. of Longmont, Colorado.

The contract runs through June 30, 2020 with no renewals.

The contract will be used by the IT Department using the following Department/Account codes:

- 2703- Information Technology-BCJC-EM/70050 Software Service Contract (\$59,700.00)
- 2703 – Information Technology-BCJC-EM/91301 for Computer Hardware (\$22,750).

/lp

c: Aron Gish, IT Department
Contract File

**CONTRACT AGREEMENT FOR
9-1-1 EQUIPMENT & EMERGENCY NOTIFICATION SOFTWARE AND SERVICES
FOR THE BOONE COUNTY INFORMATION TECHNOLOGY DEPARTMENT**

THIS AGREEMENT dated the 18th day of December 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **West Safety Services, 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 a Term and Supply contract for **9-1-1 Equipment & Emergency Notification Software and Services** in compliance with all bid specifications and any addendums issued for the Houston-Galveston Area Council of Governments (HGAC) contract number **EC07-18**, West Safety Services, Inc.'s **Quote Number 21790** (Attachment One) dated August 15, 2018, and Boone County's 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 the bid response may be permanently maintained in the County Purchasing Office and/or the HGAC bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, HGAC contract number **EC07-18**, and Boone County's Standard Terms and Conditions shall prevail and control over the vendor's quotation.

2. **Contract Duration** - This agreement shall commence on **the Date of Award referenced above through June 30, 2020** subject to the provisions for termination specified below. The contract has no renewal options.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with 9-1-1 Equipment & Emergency Notification Software and Services on an as needed basis. Items shall be priced in accordance with Quote Number 21790 (Attachment One) and current contract pricing (Attachment Two).

4. **Delivery** - The contractor agrees to deliver the items and services as specified in Quotation Number 21790 with specific terms to be decided and mutually agreed between the contractor and the County.

5. **Warranty** - The County shall be provided the manufacturer standard warranty consistent with terms of the contract.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County Information Technology Department and billings may only include the prices listed in the vendor's Quotation Number 21790 and otherwise as shown in Attachment Two. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's Quote Number 21790. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the

County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. **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. This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.

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

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

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

WEST SAFETY SERVICES, INC.

by *Beth A. Mub*
title *VP/GM*

address _____

BOONE COUNTY, MISSOURI

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

WEST
<i>McH</i>
Approved as to Form

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
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 of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

2703/70050 (\$22,750.00); 2703/91301 (\$59,700.00) – Total: \$82,450.00

June E. Pitchford
Signature *by ag*

12/5/18
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.



CCI TXT29-1-1

for

Boone County, MO

(Hgac Buy Pricing - Direct Sale)

Quote Number: 21790

Version: 5

August 15, 2018

The terms and conditions available at west.com/legal-privacy/terms/call-handling will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information owned by West Safety Solutions Corp. or its affiliates, and such information may not be used or disclosed by any person without prior written consent.

Summary - 5 Years - Boone County Main

Item	Cost
Systems	\$1,875.00
Services	\$9,500.00
Recurring Services	\$39,000.00
<hr/>	
Total:	\$50,375.00

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$1,875.00	\$9,500.00	\$7,800.00		\$19,175.00
Year 2			\$7,800.00		\$7,800.00
Year 3			\$7,800.00		\$7,800.00
Year 4			\$7,800.00		\$7,800.00
Year 5			\$7,800.00		\$7,800.00
Totals	\$1,875.00	\$9,500.00	\$39,000.00		\$50,375.00

Summary - 5 Years - Boone County Backup

Item	Cost
Systems	\$1,875.00
Services	\$9,500.00
Recurring Services	\$20,700.00
Total:	\$32,075.00

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$1,875.00	\$9,500.00	\$4,140.00		\$15,515.00
Year 2			\$4,140.00		\$4,140.00
Year 3			\$4,140.00		\$4,140.00
Year 4			\$4,140.00		\$4,140.00
Year 5			\$4,140.00		\$4,140.00
Totals	\$1,875.00	\$9,500.00	\$20,700.00		\$32,075.00

Notes

- 1 ITS provides an alternative to customers that have not purchased our platinum level A9-1-1 Routing Service which provides 9-1-1 calls and signaling over redundant diverse MPLS links between the West Safety Solutions Corp. Data Center and the customer facility. The ITS solution establishes a secure VPN between the customer facility and the West Safety Solutions Corp. Data Center over a VPN utilizing the customer's Public IP connection.

Please note that the Installation services are already included and are based on the following part numbers:

- 950104 – Professional Services (Per Day)
- 960575 – Living Expenses (Per Day)
- 960580 – Travel Fee (Per Person)

-
- 2 West Safety Solutions, Corp's fully integrated Text to 9-1-1 solution is incorporated into the Power 9-1-1 display complete with drop down text. Text messages "ring" just like 9-1-1 calls coming in and are routed under the same routing/ACD rules applied by the PSAP. Text sessions can be transferred to any enabled user on the Viper system. All wireless carriers currently enabling text messaging can be reached through this system.

Pricing is based on the number of positions and PSAPs in the quote. The only variable cost is related to connectivity and the network engineering hours needed to configure the connectivity based upon the PSAP's requirements. Connectivity is available via the A9-1-1 ESInet or the PSAP's internet interface, which will be secured by West Safety Solutions, Corp.

TXT29-1-1 services will be provided in accordance with the applicable Service Guide at <https://www.west.com/legal-privacy/terms/#call-handling>.

PSAP billing will begin upon completion of deployment and text readiness delivery from West to the PSAP. Completion is defined as the PSAP being able to accept text messages.

Terms

VENDOR NAME **West Safety Solutions Corp**
1601 Dry Creek Drive
Longmont, CO 80503

Include quote number and customer EIN/Tax Identification Number on P.O.

SUBMIT P.O. ordermanagement.safetyservices@west.com

PRICING All prices are in USD
Taxes, if applicable, are extra.
Shipping charges are extra unless specified on the quote.

SHIPPING TERMS FCA (Montreal), INCOTERMS 2010

PAYMENT Per Contract

DELIVERY TBD

VALIDITY **Quote expires on December 13, 2018.** However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.

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EC07-18 – Attachment Two

9-1-1 Equipment & Emergency Notification Software and Services

ATXTARF1	TXT29-1-1 AirBus Integrated Annual recurring fee per PSAP- (1-4 seats) Effective 3/8/2018	\$1,500.00
ATXTARF2	TXT29-1-1 AirBus Integrated Annual Recurring Fee per PSAP (5-10 Seats) Effective 3/8/2018	\$3,900.00
ATXTARF3	TXT29-1-1 AirBus Integrated Annual Recurring Fee per PSAP (11+ Seats) Effective 3/8/2018	\$11,400.00
ATXTOTF1	TXT29-1-1 Integrated One-time-fee per PSAP- (1-4 seats) Effective 3/8/2018	\$1,250.00
ATXTOTF2	TXT29-1-1 Integrated One-time-fee per PSAP- (5-10 seats) Effective 3/8/2018	\$3,250.00
ATXTOTF3	TXT29-1-1 Integrated One-time-fee per PSAP- (11+ seats) Effective 3/8/2018	\$9,500.00
C10036	Power Cord Cable with A/C twist lock connector Effective 3/8/2018	\$150.00
CADTXT1	TXT29-1-1 Integrated with CAD - Monthly Recurring Fee - PSAP with 1-4 seats Effective 3/8/2018	\$125.00
CADTXT2	TXT29-1-1 Integrated with CAD - Monthly Recurring Fee - PSAP with 5-10 seats Effective 3/8/2018	\$325.00
CADTXT3	TXT29-1-1 Integrated with CAD - Monthly Recurring Fee - PSAP with 11+ seats Effective 3/8/2018	\$950.00
CCITSMRF	Text to CAD Interface - Monthly Recurring Fee Effective 3/8/2018	\$35.00
CCITSMRF2	Set-Up and Position Configuration - Monthly Recurring Fee Effective 3/8/2018	\$160.00
CCITSOTF	Text to CAD Interface - One Time Fee - Set-up and Position Configuration Effective 3/8/2018	\$9,500.00
E10022	Loud Ringer With a Special Custom Software Ringing Pattern Effective 3/8/2018	\$200.00
E10153	ELM Class 1 System license (Server agent) Effective 3/8/2018	\$690.00
E10154	ELM Class 2 System license (Workstation and IP agent) Effective 3/8/2018	\$120.00
E10168	ELM Class 1 System License (Server Agent) Upgrade Effective 3/8/2018	\$280.00
E10169	ELM Class 2 System License (Workstation & IP Agent) Upgrade Effective 3/8/2018	\$50.00
E10219	KEYBOARD 105 Keys English, MOUSE Optical, USB WIRED, MICROSOFT Effective 3/8/2018	\$60.00
E10222	ALARM BOX,LIGHT TOWER,4 COLOR LED,W STOP BUTTON Effective 3/8/2018	\$605.00
E10593	Quad Video Card Effective 3/8/2018	\$800.00
E10640	LICENSE, ArcGIS, Server, Workgroup Basic, 10.1, Max 4 cores, MapSAG Effective 3/8/2018	\$2,205.00
E10642	PowerOps Client Access License Effective 3/8/2018	\$4,725.00
E10823	PowerOps Client Access License - UPGRADE from Power Monitor-Wallboard to PowerOps Effective 3/8/2018	\$1.00

950999/HPMN1-3	Hardware Protection Multi-Node Sys Back Room - 1 Year per Node Effective 3/8/2018	\$2,000.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Effective 3/8/2018	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Effective 3/8/2018	\$35.00
950999/HPMN1-S	Hardware Protect Multi-Node System - 1 Year/Pos - Supplemental Position Effective 3/8/2018	\$175.00
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Effective 3/8/2018	\$400.00
950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos – Back Up Position Effective 3/8/2018	\$40.00
950999/HPSA1-S	Hardware Protect Stand Alone Sys - 1 Year/Pos - Supplemental Position Effective 3/8/2018	\$200.00
950999/ONS1-1	On-Site Maintenance (1 Year), (per position / per year for 1 to 10 positions) Effective 3/8/2018	\$3,000.00
950999/ONS1-1-BU	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys – Back Up Position Effective 3/8/2018	\$300.00
950999/ONS1-1-S	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys - Supplemental Position Effective 3/8/2018	\$1,500.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Effective 3/8/2018	\$2,750.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Effective 3/8/2018	\$275.00
950999/ONS1-2-S	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys - Supplemental Position Effective 3/8/2018	\$1,375.00
950999/ONS1-3	On-Site Maintenance (1 Year), (per position / per year for 21+ positions) Effective 3/8/2018	\$2,500.00
950999/ONS1-3-BU	On-Site Maint - 1 Year/Pos – 21+ pos sys – Back Up Position Effective 3/8/2018	\$250.00
950999/ONS1-3-S	On-Site Maint - 1 Year/Pos – 21+ pos sys - Supplemental Position Effective 3/8/2018	\$1,250.00
950999/OSU	Operating System Update Service - Per System Back Room Effective 3/8/2018	\$495.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Effective 3/8/2018	\$600.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Effective 3/8/2018	\$60.00
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Effective 3/8/2018	\$300.00
950999/SUB1	Software Subscription Service - 1 Year/Position Effective 3/8/2018	\$1,500.00

914421	Additional Backup Executive Server Agent Effective 3/8/2018	\$317.50
914422	Additional Backup Executive SQL Agent Effective 3/8/2018	\$861.15
914434/R	HP Backup System (internal) with Rack-Mount Kit Effective 3/8/2018	\$900.00
914513	Laser Printer Effective 3/8/2018	\$1,410.00
914514	Color Laser Printer Effective 3/8/2018	\$1,062.79
914600/3	IWS External Programmable Keypad - 24 Buttons Effective 3/8/2018	\$135.00
914600/4	IWS External Programmable Keypad - 48 Buttons Effective 3/8/2018	\$299.00
914603	VGA Monitor Extension Cable Effective 3/8/2018	\$33.00
914603/10	Cable Extension VGA – Video M/F, 10 ft Effective 3/8/2018	\$35.00
914605	USB Extension Cable 6' Effective 3/8/2018	\$6.00
914606/12	PC Speaker Extension Cable 12ft Effective 3/8/2018	\$14.00
914641	PLANTRONICS HEADSET KIT WITH M22 BASE AMPLIFIER Effective 3/8/2018	\$271.00
914650	USB Headset Adapter Effective 3/8/2018	\$160.00
914706/G6	Dual Position Arbitrator USB and PS/2 Effective 3/8/2018	\$415.00
914707/G6	Quad Position Arbitrator USB and PS/2 Effective 3/8/2018	\$595.00
914711	Four Post Rack Effective 3/8/2018	\$1,490.00
914724	Amplified Speakers (2) Effective 3/8/2018	\$23.00
914840/1	Modem DSU/CSU (Digital)- 2 units Effective 3/8/2018	\$2,550.00
914840/2	Modem DSU/CSU (Digital)- 1 unit Effective 3/8/2018	\$1,200.00
914940	I/O Control - Per Position Effective 3/8/2018	\$137.50
914956	IU Keyboard/LCD/Trackball/8-Port KVM Effective 3/8/2018	\$1,800.00
914957	Rocket Port Express Quadcable DB9, PCIe Card Effective 3/8/2018	\$365.00
914958	Rocket Port Express Octacable DB9, PCIe Card Effective 3/8/2018	\$292.95
914960	IWS Server RACK Bundle - Type A Effective 3/8/2018	\$5,415.00
914961	IWS Server RACK Bundle - Type B Effective 3/8/2018	\$8,595.00
914962	IWS Server RACK - Type A Effective 3/8/2018	\$2,673.00
914963	IWS Server RACK - Type B Effective 3/8/2018	\$4,524.00
915000	GPS Command Center Package - Single Network Effective 3/8/2018	\$8,040.00
915001	GPS Command Center Package with 2 Display Clocks and PresentTense Software - single network Effective 3/8/2018	\$9,810.00
915001/1	GPS Command Center Package - up to 4 networks Effective 3/8/2018	\$9,745.00
915001/11	GPS Command Center Package with OCXO Oscillator and PresentTense Software - 2 networks Effective 3/8/2018	\$11,840.00
915100/CD	Sentry Software Effective 3/8/2018	\$75.00

912847	Expansion Module (snom Vision) Effective 3/8/2018	\$600.00
912850	VIPER Integrated ACD (Per Position) Effective 3/8/2018	\$1,886.85
912850/U	VIPER Integrated ACD (Per Position) Upgrade Effective 3/8/2018	\$943.43
912855	VIPER Voice Mail License - per endpoint Effective 3/8/2018	\$185.85
912870/1T1	Mediant 1000 Spare Part Digital Voice Module Single Span Effective 3/8/2018	\$2,470.00
912870/2T1	Mediant 1000 Spare Part Digital Voice Module Dual Span Effective 3/8/2018	\$4,650.00
912870/4T1	Mediant 1000 Spare Part Digital Voice Module Quad Span Effective 3/8/2018	\$9,530.00
912870/CT1	GW – Access License – CAMA over T1 (per chassis) Effective 3/8/2018	\$10,080.00
912870/LIC	Mediant 1000 Access License (per Chassis) Effective 3/8/2018	\$5,906.25
912870/LIC/U	Mediant 1000 Access License (per Chassis) Upgrade Effective 3/8/2018	\$4,687.50
912871/AC	Mediant 1000B Spare AC Power Supply Module Effective 3/8/2018	\$350.00
912871/BB	Mediant 1000B Prebuilt Building Block Effective 3/8/2018	\$2,020.00
912871/CHA	Mediant 1000B Chassis With AC Power- W/O Telephony Interfaces Effective 3/8/2018	\$1,670.00
912875	Inter-Host SIP Communication Host License Effective 3/8/2018	\$2,516.85
912875/U	Inter-Host SIP Communication Host License Upgrade Effective 3/8/2018	\$1,997.50
912890	VIPER Software Media Set Effective 3/8/2018	\$63.00
912890/BB	Media Kit Prebuilt Building Block Effective 3/8/2018	\$63.00
912890/U	UPGRADE - VIPER SW Media Set Effective 3/8/2018	\$31.50
912920	ECCP Workstation License Effective 3/8/2018	\$626.85
912920/U	ECCP Workstation License Upgrade Effective 3/8/2018	\$313.43
912925	SIP I/F to 3rd Party PBX License - Per Position Effective 3/8/2018	\$1,256.85
912950	Software Enhancement License Fee Effective 3/8/2018	\$2,837.00
912VOW	VIPER on Wheels Effective 3/8/2018	\$46,620.00
913100	Power 911 Client Access License (CAL) Effective 3/8/2018	\$6,296.85
913100/BAK	Power 911 Backup License Effective 3/8/2018	\$629.37
913100/BAK/U	Power 911 Backup License Upgrade Effective 3/8/2018	\$314.69
913100/CD	Power 911 CD Media and Documentation Effective 3/8/2018	\$63.00
913100/U	Power 911 Client Access License Upgrade Effective 3/8/2018	\$3,148.43
913125	ALI Gateway (PAG) Effective 3/8/2018	\$6,670.59
913152	Power 911 Add-On Recorder for Radio (ITRR) Effective 3/8/2018	\$378.00
913152/CD	ITRR Media Kit Effective 3/8/2018	\$63.00
913152/CD/U	ITRR Upgrade Media Kit Effective 3/8/2018	\$189.00
913152/U	Power 911 Add-On Recorder for Radio Upgrade Effective 3/8/2018	\$189.00

911756	A9C G2 : USB I/O module Effective 3/8/2018	\$311.85
911771	C-Blade - VIPER Primary Application Server Effective 3/8/2018	\$3,650.00
911772	C-Blade - VIPER Secondary Application Server Effective 3/8/2018	\$3,250.00
911773	C-Blade - VIPER Softswitch Effective 3/8/2018	\$2,650.00
911775	C-Blade - Power 911 DB Server Effective 3/8/2018	\$5,415.00
911780	C-Blade Image - VIPER Effective 3/8/2018	\$63.00
911781	C-Blade Image - Windows Effective 3/8/2018	\$63.00
911801	A9C G3, Desk Mounting Kit Effective 3/8/2018	\$122.85
911808	A9C G3, Second Screen Kit Effective 3/8/2018	\$185.85
911809	A9C G3, Call Handling Accessories Effective 3/8/2018	\$333.90
911810-1	A9C G3 Bundle Effective 3/8/2018	\$3,578.40
911SIP	9-1-1 Ingress via SIP - License per position Effective 3/8/2018	\$311.85
911SIP/U	9-1-1 Ingress via SIP - License per position Upgrade Effective 3/8/2018	\$247.50
912645	ACDR & Maintenance Printers Effective 3/8/2018	\$800.00
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module) Effective 3/8/2018	\$2,200.00
912716/48	Cisco C2960X-48TS-L 48 port switch (with stacking module) Effective 3/8/2018	\$4,950.00
912716/S	Cisco Stacking module for C2960-X Effective 3/8/2018	\$950.00
912750	V-VIPER Cabinet Effective 3/8/2018	\$2,000.00
912760/2	V-VIPER Core Equipment Two Position Bundle Effective 3/8/2018	\$22,743.00
912760/3	V-VIPER Core Equipment Three Position Bundle Effective 3/8/2018	\$24,822.00
912760/4	V-VIPER Core Equipment Four Position Bundle Effective 3/8/2018	\$29,956.50
912760/5	V-VIPER Core Equipment Five Position Bundle Effective 3/8/2018	\$32,004.00
912761	HP 2530 24 Port Switch Effective 3/8/2018	\$520.00
912800	VIPER Gateway Shelf Effective 3/8/2018	\$623.70
912801	CAMA Interface Module (CIM) Effective 3/8/2018	\$1,694.70
912801/U	CAMA Interface Module (CIM) Upgrade Effective 3/8/2018	\$847.35
912802/1	VIPER Primary Application Server Effective 3/8/2018	\$3,650.00
912802/2	VIPER Primary Application Server Effective 3/8/2018	\$3,650.00
912802/N2	VIPER Primary Application Server (NEBS) Effective 3/8/2018	\$14,995.00
912802/U	VIPER Primary Application Server Upgrade Effective 3/8/2018	\$1,162.35
912803/1	VIPER Primary VoIP Soft Switch Effective 3/8/2018	\$2,650.00
912803/2	VIPER Primary VoIP Soft Switch Effective 3/8/2018	\$2,650.00
912803/N2	VIPER Primary VoIP Softswitch (NEBS) Effective 3/8/2018	\$13,950.00

E10827	ENTRUST IdentityGuard, Platinum Partner Support Effective 3/8/2018	\$15.00
E10830	LICENSE, ELM Enterprise Manager 6.7, Class I Effective 3/8/2018	\$690.00
E10831	LICENSE, ELM Enterprise Manager 6.7, Class II Effective 3/8/2018	\$120.00
E10832	LICENSE, ELM Enterprise Manager 6.7, Class I, UPGRADE Effective 3/8/2018	\$280.00
E10833	LICENSE, ELM Enterprise Manager 6.7, Class II, UPGRADE Effective 3/8/2018	\$50.00
E10837	CABINET, 7', TRIPP-LITE, 42U, SMARTRACK PREMIUM, SEISMIC ZONE 4, BLACK Effective 3/8/2018	\$3,187.00
E10851	LICENSE, ELM Enterprise Manager 6.7, Class I, with Hot Standby Option Effective 3/8/2018	\$800.00
E10852	LICENSE, ELM Enterprise Manager 6.7, Class II, with Hot Standby Option Effective 3/8/2018	\$150.00
E10853	LICENSE, ELM Enterprise Manager 6.7, Class I, Upgrade with Hot Standby Option Effective 3/8/2018	\$380.00
E10854	LICENSE, ELM Enterprise Manager 6.7, Class II, Upgrade with Hot Standby Option Effective 3/8/2018	\$70.00
E10871	LICENSE - Multiplicity KVM Effective 3/8/2018	\$120.00
ETXTARF1	TXT29-1-1 ECW Annual Recurring Fee for PSAPs with 1-4 positions Effective 3/8/2018	\$1,500.00
ETXTARF2	TXT29-1-1 ECW Annual Recurring Fee for PSAPs with 5-10 positions Effective 3/8/2018	\$3,900.00
ETXTARF3	TXT29-1-1 ECW Annual Recurring Fee for PSAPs with 11+ positions Effective 3/8/2018	\$11,400.00
ETXTOTF1	TXT29-1-1 ECW One Time Fee for PSAPs with 1-4 positions Effective 3/8/2018	\$1,250.00
ETXTOTF2	TXT29-1-1 ECW One Time Fee for PSAPs with 5-10 positions Effective 3/8/2018	\$3,250.00
ETXTOTF3	TXT29-1-1 ECW One Time Fee for PSAPs with 11+ positions Effective 3/8/2018	\$9,500.00
GIS-ADM-TRN	GIS Administrative Training for MapFlex 9-1-1 Effective 3/8/2018	\$6,500.00
GIS-MA	GIS Data Analysis and Reports Effective 3/8/2018	\$2,500.00
GIS-MA-NG	NG9-1-1 GIS Data Readiness – Assessment, Analysis, and Recommendations Report Effective 3/8/2018	\$5,000.00
GIS-SER-AN1	GIS Analyst (per hour) Effective 3/8/2018	\$112.00
GIS-SER-AN2	GIS Associate Analyst (per hour) Effective 3/8/2018	\$100.00
GIS-SER-AN3	GIS Senior Analyst - Senior (per hour) Effective 3/8/2018	\$125.00
GIS-SER-PG1	GIS Programmer (per hour) Effective 3/8/2018	\$125.00
GIS-SER-PG2	GIS Senior Programmer (per hour) Effective 3/8/2018	\$135.00
GIS-SER-PM1	GIS Technical Project Manager (per hour) Effective 3/8/2018	\$125.00
GIS-SER-PM2	GIS Senior Technical Project Manager (per hour) Effective 3/8/2018	\$135.00

MF-SRV-SUP	MapFlex Server Support and Maintenance Effective 3/8/2018	\$2,569.00
MF-SRV/C	MapFlex Server License - Conversion Effective 3/8/2018	\$6,995.00
MF-SRV/U	MapFlex Server Upgrade Effective 3/8/2018	\$4,997.50
MS-CL	MapSAG Concurrent Client License Effective 3/8/2018	\$2,500.00
MS-ENT	MapSAG Data Management System Effective 3/8/2018	\$11,950.00
MS-FLT	MapSAG Concurrent License Effective 3/8/2018	\$11,950.00
MS-ICT	MapSAG Individual Class Training (Per Person, Per Day) Effective 3/8/2018	\$311.85
MS-INS	MapSAG Installation, Configuration and Training Effective 3/8/2018	\$5,600.00
MS-MB	911 MapBook Effective 3/8/2018	\$3,950.00
MS-SC	SimpleCell Wireless Mapping Effective 3/8/2018	\$3,450.00
MS-SUP	MapSAG Annual Support and Maintenance (Per Year, 2-5) Effective 3/8/2018	\$1,950.00
MS-TRN-RMT	MapSAG Remote Installation, Configuration and Training Effective 3/8/2018	\$2,500.00
MSF-SUP	MapSAG Concurrent License Annual Support and Maintenance (Per Year, 2-5) Effective 3/8/2018	\$2,350.00
P10005	Graphical Representation of an Installed System with Service, System as Builts Effective 3/8/2018	\$1,400.00
P10008	License to Connect Non-Intrado Recording Device Effective 3/8/2018	\$1,256.85
P10010	Tap Port set Effective 3/8/2018	\$10,500.00
P10011	Mounting Kit for Server Replacement Effective 3/8/2018	\$66.00
P10017	Cable Kit Audio Interface for A9C TPR audio port: A9C/CCI to Motorola/Astro/MCC7500 Effective 3/8/2018	\$31.50
P10017/1	Cable Kit Audio Interface for A9C Recorder Out: A9C/CCI to Motorola/Astro/MCC7500 Effective 3/8/2018	\$31.50
P10023	Smart 911 Installation One Time Fee (OTF) per PSAP Effective 3/8/2018	\$5,000.00
P10024	LICENSE - Smart911 Per Position Annual Recurring Fee Effective 3/8/2018	\$3,500.00
P10025	Smart 911 License (51 to 99 positions) Annual Recurring Fee (ARF) Effective 3/8/2018	\$3,465.00
P10026	Smart 911 License (100+ positions) Annual Recurring Fee (ARF) Effective 3/8/2018	\$2,520.00
P10027	ClearStats - License and software BOM Effective 3/8/2018	\$1,278.90
P10028	ClearStats Server Software License (SSL) Effective 3/8/2018	\$648.90
P10028/CD	ClearStats Software Media Effective 3/8/2018	\$63.00
P10029	ClearStats Concurrent Client Access License (CCAL) Effective 3/8/2018	\$567.00
P10032	Upgrade Continuity Service (VOW Loaner) Effective 3/8/2018	\$3,600.00
P10035	PowerOps Software Media Effective 3/8/2018	\$63.00
P10035/U	PowerOps Software Media Upgrade Effective 3/8/2018	\$31.50

P10193	Power Metrics Advanced - Service set-up: single RDDM Effective 3/8/2018	\$4,000.00
P10195	Power Metrics Advanced - Service set-up: single RDDM-Server Class Effective 3/8/2018	\$7,000.00
P10196	Power Metrics Advanced - Extra RDDM Effective 3/8/2018	\$3,100.00
P10197	Power Metrics Advanced - Extra RDDM-Server Class Effective 3/8/2018	\$5,800.00
P10198	Power Metrics - Service set-up: No RDDM Effective 3/8/2018	\$3,000.00
P10199	Power Metrics - Service set-up: single RDDM Effective 3/8/2018	\$4,700.00
P10200	Power Metrics - Service set-up: single RDDM: MIS Enabled Effective 3/8/2018	\$4,700.00
P10201	Power Metrics - Service set-up: single RDDM-Server Class Effective 3/8/2018	\$8,750.00
P10202	Power Metrics - Extra RDDM Effective 3/8/2018	\$3,100.00
P10203	Power Metrics - Extra RDDM-Server Class Effective 3/8/2018	\$5,800.00
P10205	Power Metrics Advanced - 1-2 pos. annual service per PSAP Effective 3/8/2018	\$1,904.00
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP Effective 3/8/2018	\$2,124.00
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Effective 3/8/2018	\$2,610.00
P10208	Power Metrics Advanced - 10-19 pos. annual service per PSAP Effective 3/8/2018	\$3,095.00
P10209	Power Metrics Advanced - 20-39 pos. annual service per PSAP Effective 3/8/2018	\$3,580.00
P10210	Power Metrics Advanced - 40-75 pos. annual service per PSAP Effective 3/8/2018	\$4,066.00
P10211	Power Metrics Advanced - 76+ pos. annual service per PSAP Effective 3/8/2018	\$12,133.00
P10219	Power Metrics Suite - Annual access contract per PSAP Effective 3/8/2018	\$960.00
P10221	Power Metrics - 1-4 pos. annual service per PSAP Effective 3/8/2018	\$1,650.00
P10222	Power Metrics - 5-9 pos. annual service per PSAP Effective 3/8/2018	\$2,300.00
P10226	MODULE, TRANSCEIVER, SFP, Gigabit Ethernet, Single-mode Fibers Effective 3/8/2018	\$600.00
P10227	MODULE, TRANSCEIVER, SFP, Gigabit Ethernet, Multimode Fibers Effective 3/8/2018	\$300.00
P10228	TXT29-1-1 Charlotte Mecklenburg Service Connectivity (Monthly) Effective 3/8/2018	\$1,040.00
P10301	Power Metrics Suite - Agent Statistics Module Effective 3/8/2018	\$1,250.00
P10302	Power Metrics Suite - Ad-Hoc and Raw Data Activity Audit Module Effective 3/8/2018	\$1,250.00
P10303	Power Metrics Suite - Friendly Trunk Line Name Manager Module Effective 3/8/2018	\$1,250.00

WTXTARF3	TXT29-1-1 Web Annual Recurring Fee per PSAP (11+ seats) Effective 3/8/2018	\$11,400.00
WTXTINT1	TXT29-1-1 Web Initiation Feature Annual Recurring Fee per PSAP (1-4 seats) Effective 3/8/2018	\$750.00
WTXTINT2	TXT29-1-1 Web Initiation Feature Annual Recurring Fee per PSAP (5-10 seats) Effective 3/8/2018	\$2,345.00
WTXTINT3	TXT29-1-1 Web Initiation Feature Annual Recurring Fee per PSAP (11+ seats) Effective 3/8/2018	\$6,560.00
WTXTOTF1	TXT29-1-1 Web One Time Fee per PSAP (1-4 seats) Effective 3/8/2018	\$1,250.00
WTXTOTF2	TXT29-1-1 Web One Time Fee per PSAP (5-10 seats) Effective 3/8/2018	\$3,250.00
WTXTOTF3	TXT29-1-1 Web One Time Fee per PSAP (11+ seats) Effective 3/8/2018	\$9,500.00



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:

BIDS

PROPOSALS

INVITATION NO.: **EC07-18**

ISSUE DATE: **February 8, 2018**

CATEGORY: **9-1-1 Equipment & Emergency Notification Software and Services**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 5,400 member local governments, districts, agencies in 44 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at H-GAC offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	December 04, 2017
PRE-BID/PROPOSAL CONFERENCE:	January 18, 2018 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	February 8, 2018
BID/PROPOSAL RESPONSES DUE:	March 08, 2018 @ 1:00 p.m. CT H-GAC Clock
PUBLIC RESPONSE OPENING:	March 08, 2018 @ 2:00 p.m. CT Conference Room C
RECOMMENDATIONS TO BOARD:	May 15, 2018
CONTRACT START DATE & TERM:	July 01, 2018 thru June 30, 2020

The documents comprising this Invitation are available via web download at: <https://www.hgacbuy.org/bids/>

For assistance regarding this Invitation, please contact:

Name: **Beverly Levy**

Phone: **832-681-2592**

E-mail: **Beverly.Levy@h-gac.com**

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - HGACBuy FORMS (Final)

SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.



SECTION A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION No. EC07-18

DESCRIPTION: 9-1-1 Equipment & Emergency Notification Software and Services

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H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - West Safety Services Inc. - Public Services -

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and West Safety Services Inc., hereinafter referred to as the Contractor, having its principal place of business at 1601 Dry Creek Drive, Longmont, CO 80503.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

West Safety Services Inc.

Signature *Ronald Beaumont*
D4A1B604F85A457...
Name Ronald Beaumont
Title President west safety services
Date 6/18/2018

H-GAC

DocuSigned by:
Signature *Jack Steele*
9570E9F825CD4FA
Name Jack Steele
Title Executive Director
Date 5/31/2018

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, **Contractor** shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. **Contractor** shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

911756	A9C G2 : USB I/O module Effective 3/8/2018	\$311.85
911771	C-Blade - VIPER Primary Application Server Effective 3/8/2018	\$3,650.00
911772	C-Blade - VIPER Secondary Application Server Effective 3/8/2018	\$3,250.00
911773	C-Blade - VIPER Softswitch Effective 3/8/2018	\$2,650.00
911775	C-Blade - Power 911 DB Server Effective 3/8/2018	\$5,415.00
911780	C-Blade Image - VIPER Effective 3/8/2018	\$63.00
911781	C-Blade Image - Windows Effective 3/8/2018	\$63.00
911801	A9C G3, Desk Mounting Kit Effective 3/8/2018	\$122.85
911808	A9C G3, Second Screen Kit Effective 3/8/2018	\$185.85
911809	A9C G3, Call Handling Accessories Effective 3/8/2018	\$333.90
911810-1	A9C G3 Bundle Effective 3/8/2018	\$3,578.40
911SIP	9-1-1 Ingress via SIP - License per position Effective 3/8/2018	\$311.85
911SIP/U	9-1-1 Ingress via SIP - License per position Upgrade Effective 3/8/2018	\$247.50
912645	ACDR & Maintenance Printers Effective 3/8/2018	\$800.00
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module) Effective 3/8/2018	\$2,200.00
912716/48	Cisco C2960X-48TS-L 48 port switch (with stacking module) Effective 3/8/2018	\$4,950.00
912716/S	Cisco Stacking module for C2960-X Effective 3/8/2018	\$950.00
912750	V-VIPER Cabinet Effective 3/8/2018	\$2,000.00
912760/2	V-VIPER Core Equipment Two Position Bundle Effective 3/8/2018	\$22,743.00
912760/3	V-VIPER Core Equipment Three Position Bundle Effective 3/8/2018	\$24,822.00
912760/4	V-VIPER Core Equipment Four Position Bundle Effective 3/8/2018	\$29,956.50
912760/5	V-VIPER Core Equipment Five Position Bundle Effective 3/8/2018	\$32,004.00
912761	HP 2530 24 Port Switch Effective 3/8/2018	\$520.00
912800	VIPER Gateway Shelf Effective 3/8/2018	\$623.70
912801	CAMA Interface Module (CIM) Effective 3/8/2018	\$1,694.70
912801/U	CAMA Interface Module (CIM) Upgrade Effective 3/8/2018	\$847.35
912802/1	VIPER Primary Application Server Effective 3/8/2018	\$3,650.00
912802/2	VIPER Primary Application Server Effective 3/8/2018	\$3,650.00
912802/N2	VIPER Primary Application Server (NEBS) Effective 3/8/2018	\$14,995.00
912802/U	VIPER Primary Application Server Upgrade Effective 3/8/2018	\$1,162.35
912803/1	VIPER Primary VoIP Soft Switch Effective 3/8/2018	\$2,650.00
912803/2	VIPER Primary VoIP Soft Switch Effective 3/8/2018	\$2,650.00
912803/N2	VIPER Primary VoIP Softswitch (NEBS) Effective 3/8/2018	\$13,950.00

912847	Expansion Module (snom Vision) Effective 3/8/2018	\$600.00
912850	VIPER Integrated ACD (Per Position) Effective 3/8/2018	\$1,886.85
912850/U	VIPER Integrated ACD (Per Position) Upgrade Effective 3/8/2018	\$943.43
912855	VIPER Voice Mail License - per endpoint Effective 3/8/2018	\$185.85
912870/1T1	Mediant 1000 Spare Part Digital Voice Module Single Span Effective 3/8/2018	\$2,470.00
912870/2T1	Mediant 1000 Spare Part Digital Voice Module Dual Span Effective 3/8/2018	\$4,650.00
912870/4T1	Mediant 1000 Spare Part Digital Voice Module Quad Span Effective 3/8/2018	\$9,530.00
912870/CT1	GW – Access License – CAMA over T1 (per chassis) Effective 3/8/2018	\$10,080.00
912870/LIC	Mediant 1000 Access License (per Chassis) Effective 3/8/2018	\$5,906.25
912870/LIC/U	Mediant 1000 Access License (per Chassis) Upgrade Effective 3/8/2018	\$4,687.50
912871/AC	Mediant 1000B Spare AC Power Supply Module Effective 3/8/2018	\$350.00
912871/BB	Mediant 1000B Prebuilt Building Block Effective 3/8/2018	\$2,020.00
912871/CHA	Mediant 1000B Chassis With AC Power- W/O Telephony Interfaces Effective 3/8/2018	\$1,670.00
912875	Inter-Host SIP Communication Host License Effective 3/8/2018	\$2,516.85
912875/U	Inter-Host SIP Communication Host License Upgrade Effective 3/8/2018	\$1,997.50
912890	VIPER Software Media Set Effective 3/8/2018	\$63.00
912890/BB	Media Kit Prebuilt Building Block Effective 3/8/2018	\$63.00
912890/U	UPGRADE - VIPER SW Media Set Effective 3/8/2018	\$31.50
912920	ECCP Workstation License Effective 3/8/2018	\$626.85
912920/U	ECCP Workstation License Upgrade Effective 3/8/2018	\$313.43
912925	SIP I/F to 3rd Party PBX License - Per Position Effective 3/8/2018	\$1,256.85
912950	Software Enhancement License Fee Effective 3/8/2018	\$2,837.00
912VOW	VIPER on Wheels Effective 3/8/2018	\$46,620.00
913100	Power 911 Client Access License (CAL) Effective 3/8/2018	\$6,296.85
913100/BAK	Power 911 Backup License Effective 3/8/2018	\$629.37
913100/BAK/U	Power 911 Backup License Upgrade Effective 3/8/2018	\$314.69
913100/CD	Power 911 CD Media and Documentation Effective 3/8/2018	\$63.00
913100/U	Power 911 Client Access License Upgrade Effective 3/8/2018	\$3,148.43
913125	ALI Gateway (PAG) Effective 3/8/2018	\$6,670.59
913152	Power 911 Add-On Recorder for Radio (ITRR) Effective 3/8/2018	\$378.00
913152/CD	ITRR Media Kit Effective 3/8/2018	\$63.00
913152/CD/U	ITRR Upgrade Media Kit Effective 3/8/2018	\$189.00
913152/U	Power 911 Add-On Recorder for Radio Upgrade Effective 3/8/2018	\$189.00

914421	Additional Backup Executive Server Agent Effective 3/8/2018	\$317.50
914422	Additional Backup Executive SQL Agent Effective 3/8/2018	\$861.15
914434/R	HP Backup System (internal) with Rack-Mount Kit Effective 3/8/2018	\$900.00
914513	Laser Printer Effective 3/8/2018	\$1,410.00
914514	Color Laser Printer Effective 3/8/2018	\$1,062.79
914600/3	IWS External Programmable Keypad - 24 Buttons Effective 3/8/2018	\$135.00
914600/4	IWS External Programmable Keypad - 48 Buttons Effective 3/8/2018	\$299.00
914603	VGA Monitor Extension Cable Effective 3/8/2018	\$33.00
914603/10	Cable Extension VGA – Video M/F, 10 ft Effective 3/8/2018	\$35.00
914605	USB Extension Cable 6' Effective 3/8/2018	\$6.00
914606/12	PC Speaker Extension Cable 12ft Effective 3/8/2018	\$14.00
914641	PLANTRONICS HEADSET KIT WITH M22 BASE AMPLIFIER Effective 3/8/2018	\$271.00
914650	USB Headset Adapter Effective 3/8/2018	\$160.00
914706/G6	Dual Position Arbitrator USB and PS/2 Effective 3/8/2018	\$415.00
914707/G6	Quad Position Arbitrator USB and PS/2 Effective 3/8/2018	\$595.00
914711	Four Post Rack Effective 3/8/2018	\$1,490.00
914724	Amplified Speakers (2) Effective 3/8/2018	\$23.00
914840/1	Modem DSU/CSU (Digital)- 2 units Effective 3/8/2018	\$2,550.00
914840/2	Modem DSU/CSU (Digital)- 1 unit Effective 3/8/2018	\$1,200.00
914940	I/O Control - Per Position Effective 3/8/2018	\$137.50
914956	1U Keyboard/LCD/Trackball/8-Port KVM Effective 3/8/2018	\$1,800.00
914957	Rocket Port Express Quadcable DB9, PCIe Card Effective 3/8/2018	\$365.00
914958	Rocket Port Express Octacable DB9, PCIe Card Effective 3/8/2018	\$292.95
914960	IWS Server RACK Bundle - Type A Effective 3/8/2018	\$5,415.00
914961	IWS Server RACK Bundle - Type B Effective 3/8/2018	\$8,595.00
914962	IWS Server RACK - Type A Effective 3/8/2018	\$2,673.00
914963	IWS Server RACK - Type B Effective 3/8/2018	\$4,524.00
915000	GPS Command Center Package - Single Network Effective 3/8/2018	\$8,040.00
915001	GPS Command Center Package with 2 Display Clocks and Presentense Software - single network Effective 3/8/2018	\$9,810.00
915001/1	GPS Command Center Package - up to 4 networks Effective 3/8/2018	\$9,745.00
915001/11	GPS Command Center Package with OCXO Oscillator and Presentense Software - 2 networks Effective 3/8/2018	\$11,840.00
915100/CD	Sentry Software Effective 3/8/2018	\$75.00

950999/HPMN1-3	Hardware Protection Multi-Node Sys Back Room - 1 Year per Node Effective 3/8/2018	\$2,000.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Effective 3/8/2018	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Effective 3/8/2018	\$35.00
950999/HPMN1-S	Hardware Protect Multi-Node System - 1 Year/Pos - Supplemental Position Effective 3/8/2018	\$175.00
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Effective 3/8/2018	\$400.00
950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos – Back Up Position Effective 3/8/2018	\$40.00
950999/HPSA1-S	Hardware Protect Stand Alone Sys - 1 Year/Pos - Supplemental Position Effective 3/8/2018	\$200.00
950999/ONS1-1	On-Site Maintenance (1 Year), (per position / per year for 1 to 10 positions) Effective 3/8/2018	\$3,000.00
950999/ONS1-1-BU	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys – Back Up Position Effective 3/8/2018	\$300.00
950999/ONS1-1-S	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys - Supplemental Position Effective 3/8/2018	\$1,500.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Effective 3/8/2018	\$2,750.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Effective 3/8/2018	\$275.00
950999/ONS1-2-S	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys - Supplemental Position Effective 3/8/2018	\$1,375.00
950999/ONS1-3	On-Site Maintenance (1 Year), (per position / per year for 21+ positions) Effective 3/8/2018	\$2,500.00
950999/ONS1-3-BU	On-Site Maint - 1 Year/Pos – 21+ pos sys – Back Up Position Effective 3/8/2018	\$250.00
950999/ONS1-3-S	On-Site Maint - 1 Year/Pos – 21+ pos sys - Supplemental Position Effective 3/8/2018	\$1,250.00
950999/OSU	Operating System Update Service - Per System Back Room Effective 3/8/2018	\$495.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Effective 3/8/2018	\$600.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Effective 3/8/2018	\$60.00
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Effective 3/8/2018	\$300.00
950999/SUB1	Software Subscription Service - 1 Year/Position Effective 3/8/2018	\$1,500.00

ATXTARF1	TXT29-1-1 Airbus Integrated Annual recurring fee per PSAP- (1-4 seats) Effective 3/8/2018	\$1,500.00
ATXTARF2	TXT29-1-1 Airbus Integrated Annual Recurring Fee per PSAP (5-10 Seats) Effective 3/8/2018	\$3,900.00
ATXTARF3	TXT29-1-1 Airbus Integrated Annual Recurring Fee per PSAP (11+ Seats) Effective 3/8/2018	\$11,400.00
ATXTOTF1	TXT29-1-1 Integrated One-time-fee per PSAP- (1-4 seats) Effective 3/8/2018	\$1,250.00
ATXTOTF2	TXT29-1-1 Integrated One-time-fee per PSAP- (5-10 seats) Effective 3/8/2018	\$3,250.00
ATXTOTF3	TXT29-1-1 Integrated One-time-fee per PSAP- (11+ seats) Effective 3/8/2018	\$9,500.00
C10036	Power Cord Cable with A/C twist lock connector Effective 3/8/2018	\$150.00
CADTXT1	TXT29-1-1 Integrated with CAD - Monthly Recurring Fee - PSAP with 1-4 seats Effective 3/8/2018	\$125.00
CADTXT2	TXT29-1-1 Integrated with CAD - Monthly Recurring Fee - PSAP with 5-10 seats Effective 3/8/2018	\$325.00
CADTXT3	TXT29-1-1 Integrated with CAD - Monthly Recurring Fee - PSAP with 11+ seats Effective 3/8/2018	\$950.00
CCITSMRF	Text to CAD Interface - Monthly Recurring Fee Effective 3/8/2018	\$35.00
CCITSMRF2	Set-Up and Position Configuration - Monthly Recurring Fee Effective 3/8/2018	\$160.00
CCITSOTF	Text to CAD Interface - One Time Fee - Set-up and Position Configuration Effective 3/8/2018	\$9,500.00
E10022	Loud Ringer With a Special Custom Software Ringing Pattern Effective 3/8/2018	\$200.00
E10153	ELM Class 1 System license (Server agent) Effective 3/8/2018	\$690.00
E10154	ELM Class 2 System license (Workstation and IP agent) Effective 3/8/2018	\$120.00
E10168	ELM Class 1 System License (Server Agent) Upgrade Effective 3/8/2018	\$280.00
E10169	ELM Class 2 System License (Workstation & IP Agent) Upgrade Effective 3/8/2018	\$50.00
E10219	KEYBOARD 105 Keys English, MOUSE Optical, USB WIRED, MICROSOFT Effective 3/8/2018	\$60.00
E10222	ALARM BOX,LIGHT TOWER,4 COLOR LED,W STOP BUTTON Effective 3/8/2018	\$605.00
E10593	Quad Video Card Effective 3/8/2018	\$800.00
E10640	LICENSE, ArcGIS, Server, Workgroup Basic, 10.1, Max 4 cores, MapSAG Effective 3/8/2018	\$2,205.00
E10642	PowerOps Client Access License Effective 3/8/2018	\$4,725.00
E10823	PowerOps Client Access License - UPGRADE from Power Monitor-Wallboard to PowerOps Effective 3/8/2018	\$1.00

GIS-SER-UPDT	MapFlex Data Update Service Effective 3/8/2018	\$1,000.00
GIS-VAL	GIS Data Validation Effective 3/8/2018	\$1,500.00
ITXTARF1	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (1-4 Seats) Effective 3/8/2018	\$1,500.00
ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats) Effective 3/8/2018	\$3,900.00
ITXTARF3	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (11+ Seats) Effective 3/8/2018	\$11,400.00
ITXTOTF2	TXT29-1-1 P911 Integrated One-time-fee per PSAP (1-4 seats) Effective 3/8/2018	\$1,250.00
ITXTOTF4	TXT29-1-1 P911 Integrated One-time-fee per PSAP (5-10 seats) Effective 3/8/2018	\$3,250.00
ITXTOTF6	TXT29-1-1 P911 Integrated One-time-fee per PSAP (11+ seats) Effective 3/8/2018	\$9,500.00
MB-INS	911 MapBook Installation, Configuration and Training Effective 3/8/2018	\$595.00
MB-SUP	911 MapBook Annual Support and Maintenance (Per Year, 2-5) Effective 3/8/2018	\$595.00
MF-AAS	MapFlex 9-1-1 as a Service (Monthly) Effective 3/8/2018	\$850.00
MF-DMS	MapFlex 9-1-1 Client License Effective 3/8/2018	\$2,768.85
MF-DMS-SUP	MapFlex 911 Annual Support and Maintenance Effective 3/8/2018	\$699.00
MF-DMS/C	MapFlex 9-1-1 Client License - Conversion Effective 3/8/2018	\$2,768.85
MF-DMS/U	MapFlex 9-1-1 Client Upgrade Effective 3/8/2018	\$1,384.43
MF-DMSBU	MapFlex 9-1-1 Client License (Backup) Effective 3/8/2018	\$276.89
MF-DMSBU/U	MapFlex 9-1-1 Client License Upgrade (Backup) Effective 3/8/2018	\$276.89
MF-DP-NEW	MapFlex GIS Data Prep - New System or Major Version Upgrade Effective 3/8/2018	\$2,500.00
MF-DP-UPG	MapFlex GIS Data Prep - Minor Version Upgrade Effective 3/8/2018	\$1,500.00
MF-GDM-TRN	MapFlex GIS Data Management Training Effective 3/8/2018	\$9,500.00
MF-GSE-SUP	MapFlex GSE Updates, Annual Support and Maintenance (Per Year, 2-5) Effective 3/8/2018	\$2,516.85
MF-HW	MapFlex Server Hardware Effective 3/8/2018	\$6,500.00
MF-HWBU	MapFlex Backup Server Hardware Effective 3/8/2018	\$4,500.00
MF-LIS-SUP	MapFlex 911 Listener Annual Support and Maintenance (Per Year, 2-5) Effective 3/8/2018	\$372.96
MF-PIC	MapFlex 9-1-1 Fee for Pictometry Interface Service Effective 3/8/2018	\$1,000.00
MF-SRV	MapFlex Server License Effective 3/8/2018	\$9,995.00
MF-SRV-INS	MapFlex Server Staging Effective 3/8/2018	\$2,700.00

P10037	ENTRUST IdentityGuard, Token & License Effective 3/8/2018	\$15.00
P10040	Span Port Set Effective 3/8/2018	\$995.00
P10061	ICS Server Hardware Bundle Effective 3/8/2018	\$9,635.00
P10062	ITS Service (Annual) Effective 3/8/2018	\$1,800.00
P10063	ITS Equipment Effective 3/8/2018	\$1,875.00
P10064	ITS Service (Monthly) Effective 3/8/2018	\$150.00
P10065	Training Manual - M100 On-Line trainingClass delivered in an on-line format Effective 3/8/2018	\$1,250.00
P10066	ePrinter Server Cable Kit Effective 3/8/2018	\$16.00
P10084	22" Touchscreen Monitor Effective 3/8/2018	\$1,570.00
P10087	CCS Training Effective 3/8/2018	\$1,500.00
P10088	ACD CCS Training Effective 3/8/2018	\$1,500.00
P10089	MapFlex 9-1-1 Call Taker Training Effective 3/8/2018	\$1,500.00
P10090	MapFlex 9-1-1 Administrator Training Effective 3/8/2018	\$1,500.00
P10092	HP RDX removable disk backup system (internal) Effective 3/8/2018	\$250.00
P10093	2 TB removable disk cartridge Effective 3/8/2018	\$500.00
P10094	Symantec backup software Effective 3/8/2018	\$2,000.00
P10096	20" LED Backlit Monitor Effective 3/8/2018	\$271.00
P10097	23" LED Backlit Monitor Effective 3/8/2018	\$420.00
P10110	Power Reports ACD Customer Bundle Effective 3/8/2018	\$1,500.00
P10114/D	Backup Disk Solution for Windows Server (Desktop) Effective 3/8/2018	\$2,750.00
P10114/R	Backup Disk Solution for Windows Server (Rack-Mount) Effective 3/8/2018	\$3,400.00
P10121	Remote MapFlex Configuration Effective 3/8/2018	\$1,500.00
P10148	TXT29-1-1 ALI Router Monitoring Effective 3/8/2018	\$85.00
P10149	Power Locate Annual Recurring Fee for PSAPs with 1-4 positions Effective 3/8/2018	\$1,500.00
P10150	Power Locate Annual Recurring Fee for PSAPs with 5-10 positions Effective 3/8/2018	\$3,900.00
P10151	Power Locate Annual Recurring Fee for PSAPs with 11+ positions Effective 3/8/2018	\$11,400.00
P10170	LICENCE - Smart911 License Per Backup Position Annual Recurring Fee Effective 3/8/2018	\$350.00
P10179	Call Handling Installation and Configuration Certification Effective 3/8/2018	\$6,500.00
P10190	Power Metrics SQL License Effective 3/8/2018	\$1,000.00
P10192	Power Metrics Advanced - Service set-up: No RDDM Effective 3/8/2018	\$2,250.00

P10304	Power Metrics Suite - Abandoned Call Workstation Summary Report Effective 3/8/2018	\$450.00
P10305	Power Metrics Suite - Called Back Summary Report Effective 3/8/2018	\$450.00
P10306	Power Metrics Suite - Class of Service ALI Change Summary Report Effective 3/8/2018	\$450.00
P10307	Power Metrics Suite - Daily Invalid ALI Report Effective 3/8/2018	\$450.00
P10308	Power Metrics Suite - Dynamic Class of Service Report Effective 3/8/2018	\$450.00
P10309	Power Metrics Suite - Top 20 Busiest Hours Graphing Breakdown Enhancement Report Effective 3/8/2018	\$450.00
P10311	Power Metrics Suite - Real-Time Dashboard One Time Fee Effective 3/8/2018	\$1,300.00
P10312	Power Metrics Suite - Real-Time Dashboard Annual Recurring Fee per PSAP Effective 3/8/2018	\$1,560.00
Q914410	IWS Workstation Tower UPS - 1000VA Effective 3/8/2018	\$740.00
SC-INS	SimpleCell Installation, Configuration and Training Effective 3/8/2018	\$595.00
SC-SUP	SimpleCell Annual Support and Maintenance (Per Year, 2-5) Effective 3/8/2018	\$595.00
SFT-DEV	Software Development Services (Per Hour) Effective 3/8/2018	\$99.23
SUP-HR	Support Costs - Non-contracted or non-covered (Per Hour) Effective 3/8/2018	\$99.23
TCCOTF1	TCC Status Change Provisioning One-Time-Fee per PSAP (1-4 Seats) Effective 3/8/2018	\$1,250.00
TCCOTF2	TCC Status Change Provisioning One-Time-Fee per PSAP (5-10 seats) Effective 3/8/2018	\$3,250.00
TCCOTF3	TCC Status Change Provisioning One-Time-Fee per PSAP (11+ seats) Effective 3/8/2018	\$9,500.00
TTXTARF1	TXT29-1-1 TriTech Integrated Annual Recurring Fee per PSAP (1-4 Seats) Effective 3/8/2018	\$1,500.00
TTXTARF2	TXT29-1-1 TriTech Integrated Annual Recurring Fee per PSAP (5-10 Seats) Effective 3/8/2018	\$3,900.00
TTXTARF3	TXT29-1-1 TriTech Integrated Annual Recurring Fee per PSAP (11+ Seats) Effective 3/8/2018	\$11,400.00
TTXTOTF1	TXT29-1-1 TriTech Integrated One-time-fee per PSAP (1-4 Seats) Effective 3/8/2018	\$1,000.00
TTXTOTF2	TXT29-1-1 TriTech Integrated One-time-fee per PSAP (5-10 Seats) Effective 3/8/2018	\$1,250.00
TTXTOTF3	TXT29-1-1 TriTech Integrated One-time-fee per PSAP (11+ Seats) Effective 3/8/2018	\$2,500.00
WTXTARF1	TXT29-1-1 Web Annual Recurring Fee per PSAP (1-4 seats) Effective 3/8/2018	\$1,500.00
WTXTARF2	TXT29-1-1 Web Annual Recurring Fee per PSAP (5-10 seats) Effective 3/8/2018	\$3,900.00

Contract Pricing Worksheet. The standard **H-GAC** form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDROM, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC**.

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or Product Item. Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = **A**merican **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = **A**merican **S**ociety of **M**echanical **E**ngineers

CFR = U.S. **C**ode of **F**ederal **R**egulations

- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.
- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, **and shall be considered to be in the public domain**.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, Offeror expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
 - Reject any and all offers received in response to this Invitation.
 - Reject any part of an offer received in response to this Invitation.
 - Determine the correct price and/or terminology in the event of any discrepancies in any response.
 - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
 - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
 - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
 - Hold discussions with **Offerors**, although award may be made without discussion.
 - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
 - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** 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 statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC**'s Cooperative Purchasing Program.

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.
- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features SHOULD NOT be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC's** specifications. Such features SHOULD NOT be offered as options except as deducts for their omission from the base Product.

Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC's** and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the H-GAC contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. **Contractor** shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the H-GAC contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be

- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form W-9 – Request for Taxpayer Identification Number and Certification:** Should be completed by each party to the response.

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.
- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
 - **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.
- All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within thirty (45) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st The contract document signed by **H-GAC** and **Offeror**.
 - 2nd This Invitation and all specifications referenced herein.
 - 3rd **Offeror's** response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to H-GAC.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by H-GAC.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror shall not** include any such taxes in the Response.

45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D and E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. **H-GAC** reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.

possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in H-GAC's offices as may be determined by H-GAC and Contractor to be the most efficient and effective form of delivery.

50. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Chief Operations Officer (COO) of H-GAC by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Operations Officer will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Chief Operations Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, H-GAC shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of H-GAC, default will be declared.

Upon breach of contract or default, H-GAC may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by H-GAC.

SECTION-B

PRODUCT SPECIFIC REQUIREMENTS

For

9-1-1 Equipment & Emergency Notification Software and Services

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1. COMMITMENT

Offeror is required to make some basic commitments to insure the overall success of this program. By submission of a response, offeror commits to the following:

- **Corporate/Sales Commitment** – A commitment that HGACBuy has the support of senior management and that HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible end users nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.
- **HUB Participation** – It is H-GAC’s goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. IF **Offeror(s)** intends to employ subcontractors in providing services/products related to this solicitation, **Offeror(s)** shall make and demonstrate a good faith effort to include HUB participation under a contract. **Offeror(s)** good faith effort shall include, but is not limited to the following affirmative steps (ref. 2CFR 200.321):
 - 1) Placing qualified small and minority businesses and women’s business enterprises on solicitation list;
 - 2) Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
 - 5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Proposals shall be considered only from those organizations having resources necessary to provide required products to HGAC members. In that regard, Proposer shall furnish, at a minimum, the information requested below. Any involvement of affiliations and partnerships should also be addressed.

1. Company history, evolution, organization, and staffing (including details on installation capabilities - from in-house staff and/or subcontractors).
2. Sales office locations and geographic areas served.
3. Factory and service center locations.
4. References: at least five government entities which have purchased offered products within the past two years (entity names, plus description and value of products purchased). Proposer may include any letters of endorsement which may be available from the supplied references.

Segment-B: Customer Service Capabilities

(This should be placed in the "First Section" of proposal (ref. instruction in Section-A, subsection 27))

Proposer shall describe each of the following:

1. Capability of addressing HGAC's increasingly nationwide scope, including plans for selling to HGAC Members in Texas, and beyond.
2. Customer training provided, and on what basis (associated pricing should be included in proposal).
3. Warranties, policies, and procedures for handling problems and returns

6. PRICING

As described in **Section-A**, for each purchase order under an awarded contract, **H-GAC will invoice the contractor directly for the 1.5% H-GAC purchase order processing charge** on the total value of each order placed with a contractor through the Program. It is Bidder's responsibility to take this into consideration when preparing **Form-D** and **Form-E** bid pricing, building this fee into Base Pricing and options pricing accordingly (for example, a 20% discount-off-list price should ideally be listed on Bidder's bid as 18.5%).

Proposer shall price and describe the specific products and services offered. The information shall be provided on the HGAC **Form-D**, and if necessary, on supplemental forms of Proposer's choosing. **Proposer shall provide:**

1. A comprehensive list of all products and services being offered for contract, including the specific contract pricing. **Pricing on equipment may be in the form of:** (1) specific HGAC line item pricing list, with a description included of the brand, item, and discount amount off list (i.e. %); and/or, (2) **complete** catalog pricing, whereby entire product catalogs are listed and priced (percentage off list) on Form-D (in which case, Proposer shall include catalog and list price/dealer price books with proposal, electronically). Additionally, quantity discounts and other incentive programs which will be made available should also be addressed.
2. Basic specification information for products and systems offered (e.g. cut/tear sheets, brochures, etc.), such that the basic capabilities and features of the equipment offered can be ascertained.
3. If normally available, provision of extended warranty and maintenance services beyond those provided with purchase of equipment should be addressed and priced.

7. BID FORMAT

Tab A: Proposer Checklist.

Place the completed **Forms A, B, C, W-9, CIQ, House Bill 89 Verification Form, and Form 1295.**

As a "Business Entity", all vendors must:

- (1) **Complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - **All vendors must complete Form 1295, even if no interested parties exist.**
 - In Section 2, insert "HGACBuy"
 - In Section 3, insert HGACBuy RFP No. **EC08-18.**

PRICE	75
PERFORMANCE MEASURES	25
TOTAL	100

10. CONTRACT AWARDS & NEGOTIATION

One or more contracts may be recommended in each of the broad product categories. Offerings made by a single Proposer in more than one product category will be considered separately. On approval of an award recommendation by the HGAC Board of Directors, a contract will offered to the recommended awardees. At HGAC's discretion, if the parties are unable to come to agreement on the contract, HGAC may withdraw offer.

----- End of Section B -----

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: EC07-18

Invitation Title: 911 Equipment & Emergency Notification Software and Services

Offeror Company: _____

(Legal name of business which will appear on contract, if awarded)

Offeror Status: Manufacturer Dealer/Distributor Other

Response Type(1): Single Offeror Acting Alone Or As Lead Multiple Offerors Acting Jointly

Contract Signatory(2): _____ Title: _____

Mailing Address(3): _____

Street/PO Box _____ City _____ State & Zip _____

Physical Address: _____

Street _____ City _____ State & Zip _____

Phone: _____ Fax: _____

Email Address: _____

Federal Tax ID No.: _____ Web Page URL: _____

- (1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.
- (2) Person who will sign final contract documents if an award is made.
- (3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____ Title: _____

Mailing Address: _____

Street/PO Box _____ City _____ State & Zip _____

Physical Address: _____

Street _____ City _____ State & Zip _____

Toll Free Phone: _____ Fax: _____

Email Address: _____

- (4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

FORM C - RESPONSE CHECKLIST

Invitation No.: EC07-18

Title: 911 Equipment & Emergency Notification Software and Services

Offeror: _____

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. Responses that do not comply with all requirements may be considered non-responsive. Offeror's signatory must review each item below, and certify by initialing in the space to the right.

This Response Includes:**Init.**

- | | |
|--|--|
| 1 An " Original " hard copy of the COMPLETE submission, including all required H-GAC FORMS plus one " Copy ", each in a separate hard-sided 3-ring binder. | |
| 2 A copy of the COMPLETE submission, including all required H-GAC FORMS in electronic format (CD, DVD, flash drive). <u>All Forms must be submitted in the original Excel / PDF format.</u> | |
| 3 Offerors pricing included in the " Original, Copy and Electronic Copy. " Pricing provided in <u>Electronic Copy must be submitted in Excel Format (Form D).</u> | |
| 4 An original signed Form A from all entities who are party to this submission and who should be offered a contract if this submission is successful. Completed unsigned copy of Form A must also be included in Electronic Copy. | |
| 5 HUB summary document explaining how Offeror will assist HGACBuy Members meet any mandated HUB goals. | |
| 6 Copy of End User/Service Agreement (if applicable) you propose to execute with an End User pursuant to and H-GAC contract. | |
| 7 The required list of References. | |
| 9 A complete description of Offerors " Service Organization ", detailing geographic locations, business hours, personnel and service availability. | |
| 10 A complete W-9 - Request for Taxpayer Identification Number and Certification Form. | |
| 11 Form CIQ , completed and signed. | |
| 12 Form 1295 , completed, signed and notarized. The Form and instructions for its use can be found at: <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u> . | |

FORM H - Summary of ServicesInvitation No. **EC07-18****TITLE: 9-1-1 Equipment & Emergency Notification Software and Services****OFFEROR:**

A completed copy of this form **must be provided with Submission**. On the table below, **Offeror** shall list the types of products/services/solutions being offered. Offeror shall also provide a short summary detailing the types of products/services/solutions being offered. Offeror may **NOTE: This language will be posted on our website for your products/services/solutions offerings if awarded a contract.**

Types of Services/Solutions/Products Offered	Detail Summary (Quick summary of your offerings for this proposal)	
A: 911 equipment, including fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, recorders, fiber optic cables, et cetera		
B: Software: 911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, Automatic Number/Location ID (ANI/ALI), et cetera		
C: Emergency notification equipment and software (outbound public safety notifications solutions)		
D: Furniture, consoles, et cetera		
E: Other 911 related equipment, systems and services not otherwise specified		

any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR .

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless,

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services
Date: _____, 20__

Signed for _____

Printed Name & Title: _____ Date: _____, 20__

Attest for _____

Printed Name & Title: _____ Date: _____, 20__



CCI TXT29-1-1

for

Boone County, MO

(Hgac Buy Pricing - Direct Sale)

Quote Number: 21790

Version: 5

August 15, 2018

The terms and conditions available at west.com/legal-privacy/terms/call-handling will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information owned by West Safety Solutions Corp. or its affiliates, and such information may not be used or disclosed by any person without prior written consent.

Summary - 5 Years - Boone County Main

Item	Cost
Systems	\$1,875.00
Services	\$9,500.00
Recurring Services	\$39,000.00
Total:	\$50,375.00

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$1,875.00	\$9,500.00	\$7,800.00		\$19,175.00
Year 2			\$7,800.00		\$7,800.00
Year 3			\$7,800.00		\$7,800.00
Year 4			\$7,800.00		\$7,800.00
Year 5			\$7,800.00		\$7,800.00
Totals	\$1,875.00	\$9,500.00	\$39,000.00		\$50,375.00

Summary - 5 Years - Boone County Backup

Item	Cost
Systems	\$1,875.00
Services	\$9,500.00
Recurring Services	\$20,700.00
Total:	\$32,075.00

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$1,875.00	\$9,500.00	\$4,140.00		\$15,515.00
Year 2			\$4,140.00		\$4,140.00
Year 3			\$4,140.00		\$4,140.00
Year 4			\$4,140.00		\$4,140.00
Year 5			\$4,140.00		\$4,140.00
Totals	\$1,875.00	\$9,500.00	\$20,700.00		\$32,075.00

Notes

- 1** ITS provides an alternative to customers that have not purchased our platinum level A9-1-1 Routing Service which provides 9-1-1 calls and signaling over redundant diverse MPLS links between the West Safety Solutions Corp. Data Center and the customer facility. The ITS solution establishes a secure VPN between the customer facility and the West Safety Solutions Corp. Data Center over a VPN utilizing the customer's Public IP connection.

Please note that the Installation services are already included and are based on the following part numbers:

- 950104 – Professional Services (Per Day)
- 960575 – Living Expenses (Per Day)
- 960580 – Travel Fee (Per Person)

-
- 2** West Safety Solutions, Corp's fully integrated Text to 9-1-1 solution is incorporated into the Power 9-1-1 display complete with drop down text. Text messages "ring" just like 9-1-1 calls coming in and are routed under the same routing/ACD rules applied by the PSAP. Text sessions can be transferred to any enabled user on the Viper system. All wireless carriers currently enabling text messaging can be reached through this system.

Pricing is based on the number of positions and PSAPs in the quote. The only variable cost is related to connectivity and the network engineering hours needed to configure the connectivity based upon the PSAP's requirements. Connectivity is available via the A9-1-1 ESInet or the PSAP's internet interface, which will be secured by West Safety Solutions, Corp.

TXT29-1-1 services will be provided in accordance with the applicable Service Guide at <https://www.west.com/legal-privacy/terms/#call-handling>.

PSAP billing will begin upon completion of deployment and text readiness delivery from West to the PSAP. Completion is defined as the PSAP being able to accept text messages.

Terms

VENDOR NAME **West Safety Solutions Corp**
1601 Dry Creek Drive
Longmont, CO 80503

Include quote number and customer EIN/Tax Identification Number on P.O.

SUBMIT P.O. ordermanagement.safetyservices@west.com

PRICING All prices are in USD
Taxes, if applicable, are extra.
Shipping charges are extra unless specified on the quote.

SHIPPING TERMS FCA (Montreal), INCOTERMS 2010

PAYMENT Per Contract

DELIVERY TBD

VALIDITY **Quote expires on December 13, 2018.** However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.

COPYRIGHT The information contained in this document is proprietary to West Safety Solutions Corp and is offered solely for the purpose of evaluation.

EC07-18 – Attachment Two

9-1-1 Equipment & Emergency Notification Software and Services

ATXTARF1	TXT29-1-1 AirBus Integrated Annual recurring fee per PSAP- (1-4 seats) Effective 3/8/2018	\$1,500.00
ATXTARF2	TXT29-1-1 AirBus Integrated Annual Recurring Fee per PSAP (5-10 Seats) Effective 3/8/2018	\$3,900.00
ATXTARF3	TXT29-1-1 AirBus Integrated Annual Recurring Fee per PSAP (11+ Seats) Effective 3/8/2018	\$11,400.00
ATXTOTF1	TXT29-1-1 Integrated One-time-fee per PSAP- (1-4 seats) Effective 3/8/2018	\$1,250.00
ATXTOTF2	TXT29-1-1 Integrated One-time-fee per PSAP- (5-10 seats) Effective 3/8/2018	\$3,250.00
ATXTOTF3	TXT29-1-1 Integrated One-time-fee per PSAP- (11+ seats) Effective 3/8/2018	\$9,500.00
C10036	Power Cord Cable with A/C twist lock connector Effective 3/8/2018	\$150.00
CADTXT1	TXT29-1-1 Integrated with CAD - Monthly Recurring Fee - PSAP with 1-4 seats Effective 3/8/2018	\$125.00
CADTXT2	TXT29-1-1 Integrated with CAD - Monthly Recurring Fee - PSAP with 5-10 seats Effective 3/8/2018	\$325.00
CADTXT3	TXT29-1-1 Integrated with CAD - Monthly Recurring Fee - PSAP with 11+ seats Effective 3/8/2018	\$950.00
CCITSMRF	Text to CAD Interface - Monthly Recurring Fee Effective 3/8/2018	\$35.00
CCITSMRF2	Set-Up and Position Configuration - Monthly Recurring Fee Effective 3/8/2018	\$160.00
CCITSOTF	Text to CAD Interface - One Time Fee - Set-up and Position Configuration Effective 3/8/2018	\$9,500.00
E10022	Loud Ringer With a Special Custom Software Ringing Pattern Effective 3/8/2018	\$200.00
E10153	ELM Class 1 System license (Server agent) Effective 3/8/2018	\$690.00
E10154	ELM Class 2 System license (Workstation and IP agent) Effective 3/8/2018	\$120.00
E10168	ELM Class 1 System License (Server Agent) Upgrade Effective 3/8/2018	\$280.00
E10169	ELM Class 2 System License (Workstation & IP Agent) Upgrade Effective 3/8/2018	\$50.00
E10219	KEYBOARD 105 Keys English, MOUSE Optical, USB WIRED, MICROSOFT Effective 3/8/2018	\$60.00
E10222	ALARM BOX,LIGHT TOWER,4 COLOR LED,W STOP BUTTON Effective 3/8/2018	\$605.00
E10593	Quad Video Card Effective 3/8/2018	\$800.00
E10640	LICENSE, ArcGIS, Server, Workgroup Basic, 10.1, Max 4 cores, MapSAG Effective 3/8/2018	\$2,205.00
E10642	PowerOps Client Access License Effective 3/8/2018	\$4,725.00
E10823	PowerOps Client Access License - UPGRADE from Power Monitor-Wallboard to PowerOps Effective 3/8/2018	\$1.00

950999/HPMN1-3	Hardware Protection Multi-Node Sys Back Room - 1 Year per Node Effective 3/8/2018	\$2,000.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Effective 3/8/2018	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Effective 3/8/2018	\$35.00
950999/HPMN1-S	Hardware Protect Multi-Node System - 1 Year/Pos - Supplemental Position Effective 3/8/2018	\$175.00
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Effective 3/8/2018	\$400.00
950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos – Back Up Position Effective 3/8/2018	\$40.00
950999/HPSA1-S	Hardware Protect Stand Alone Sys - 1 Year/Pos - Supplemental Position Effective 3/8/2018	\$200.00
950999/ONS1-1	On-Site Maintenance (1 Year), (per position / per year for 1 to 10 positions) Effective 3/8/2018	\$3,000.00
950999/ONS1-1-BU	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys – Back Up Position Effective 3/8/2018	\$300.00
950999/ONS1-1-S	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys - Supplemental Position Effective 3/8/2018	\$1,500.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Effective 3/8/2018	\$2,750.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Effective 3/8/2018	\$275.00
950999/ONS1-2-S	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys - Supplemental Position Effective 3/8/2018	\$1,375.00
950999/ONS1-3	On-Site Maintenance (1 Year), (per position / per year for 21+ positions) Effective 3/8/2018	\$2,500.00
950999/ONS1-3-BU	On-Site Maint - 1 Year/Pos – 21+ pos sys – Back Up Position Effective 3/8/2018	\$250.00
950999/ONS1-3-S	On-Site Maint - 1 Year/Pos – 21+ pos sys - Supplemental Position Effective 3/8/2018	\$1,250.00
950999/OSU	Operating System Update Service - Per System Back Room Effective 3/8/2018	\$495.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Effective 3/8/2018	\$600.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Effective 3/8/2018	\$60.00
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Effective 3/8/2018	\$300.00
950999/SUB1	Software Subscription Service - 1 Year/Position Effective 3/8/2018	\$1,500.00

914421	Additional Backup Executive Server Agent Effective 3/8/2018	\$317.50
914422	Additional Backup Executive SQL Agent Effective 3/8/2018	\$861.15
914434/R	HP Backup System (internal) with Rack-Mount Kit Effective 3/8/2018	\$900.00
914513	Laser Printer Effective 3/8/2018	\$1,410.00
914514	Color Laser Printer Effective 3/8/2018	\$1,062.79
914600/3	IWS External Programmable Keypad - 24 Buttons Effective 3/8/2018	\$135.00
914600/4	IWS External Programmable Keypad - 48 Buttons Effective 3/8/2018	\$299.00
914603	VGA Monitor Extension Cable Effective 3/8/2018	\$33.00
914603/10	Cable Extension VGA – Video M/F, 10 ft Effective 3/8/2018	\$35.00
914605	USB Extension Cable 6' Effective 3/8/2018	\$6.00
914606/12	PC Speaker Extension Cable 12ft Effective 3/8/2018	\$14.00
914641	PLANTRONICS HEADSET KIT WITH M22 BASE AMPLIFIER Effective 3/8/2018	\$271.00
914650	USB Headset Adapter Effective 3/8/2018	\$160.00
914706/G6	Dual Position Arbitrator USB and PS/2 Effective 3/8/2018	\$415.00
914707/G6	Quad Position Arbitrator USB and PS/2 Effective 3/8/2018	\$595.00
914711	Four Post Rack Effective 3/8/2018	\$1,490.00
914724	Amplified Speakers (2) Effective 3/8/2018	\$23.00
914840/1	Modem DSU/CSU (Digital)- 2 units Effective 3/8/2018	\$2,550.00
914840/2	Modem DSU/CSU (Digital)- 1 unit Effective 3/8/2018	\$1,200.00
914940	I/O Control - Per Position Effective 3/8/2018	\$137.50
914956	1U Keyboard/LCD/Trackball/8-Port KVM Effective 3/8/2018	\$1,800.00
914957	Rocket Port Express Quadcable DB9, PCIe Card Effective 3/8/2018	\$365.00
914958	Rocket Port Express Octacable DB9, PCIe Card Effective 3/8/2018	\$292.95
914960	IWS Server RACK Bundle - Type A Effective 3/8/2018	\$5,415.00
914961	IWS Server RACK Bundle - Type B Effective 3/8/2018	\$8,595.00
914962	IWS Server RACK - Type A Effective 3/8/2018	\$2,673.00
914963	IWS Server RACK - Type B Effective 3/8/2018	\$4,524.00
915000	GPS Command Center Package - Single Network Effective 3/8/2018	\$8,040.00
915001	GPS Command Center Package with 2 Display Clocks and Presentense Software - single network Effective 3/8/2018	\$9,810.00
915001/1	GPS Command Center Package - up to 4 networks Effective 3/8/2018	\$9,745.00
915001/11	GPS Command Center Package with OCXO Oscillator and Presentense Software - 2 networks Effective 3/8/2018	\$11,840.00
915100/CD	Sentry Software Effective 3/8/2018	\$75.00

912847	Expansion Module (snom Vision) Effective 3/8/2018	\$600.00
912850	VIPER Integrated ACD (Per Position) Effective 3/8/2018	\$1,886.85
912850/U	VIPER Integrated ACD (Per Position) Upgrade Effective 3/8/2018	\$943.43
912855	VIPER Voice Mail License - per endpoint Effective 3/8/2018	\$185.85
912870/1T1	Mediant 1000 Spare Part Digital Voice Module Single Span Effective 3/8/2018	\$2,470.00
912870/2T1	Mediant 1000 Spare Part Digital Voice Module Dual Span Effective 3/8/2018	\$4,650.00
912870/4T1	Mediant 1000 Spare Part Digital Voice Module Quad Span Effective 3/8/2018	\$9,530.00
912870/CT1	GW – Access License – CAMA over TI (per chassis) Effective 3/8/2018	\$10,080.00
912870/LIC	Mediant 1000 Access License (per Chassis) Effective 3/8/2018	\$5,906.25
912870/LIC/U	Mediant 1000 Access License (per Chassis) Upgrade Effective 3/8/2018	\$4,687.50
912871/AC	Mediant 1000B Spare AC Power Supply Module Effective 3/8/2018	\$350.00
912871/BB	Mediant 1000B Prebuilt Building Block Effective 3/8/2018	\$2,020.00
912871/CHA	Mediant 1000B Chassis With AC Power- W/O Telephony Interfaces Effective 3/8/2018	\$1,670.00
912875	Inter-Host SIP Communication Host License Effective 3/8/2018	\$2,516.85
912875/U	Inter-Host SIP Communication Host License Upgrade Effective 3/8/2018	\$1,997.50
912890	VIPER Software Media Set Effective 3/8/2018	\$63.00
912890/BB	Media Kit Prebuilt Building Block Effective 3/8/2018	\$63.00
912890/U	UPGRADE - VIPER SW Media Set Effective 3/8/2018	\$31.50
912920	ECCP Workstation License Effective 3/8/2018	\$626.85
912920/U	ECCP Workstation License Upgrade Effective 3/8/2018	\$313.43
912925	SIP I/F to 3rd Party PBX License - Per Position Effective 3/8/2018	\$1,256.85
912950	Software Enhancement License Fee Effective 3/8/2018	\$2,837.00
912VOW	VIPER on Wheels Effective 3/8/2018	\$46,620.00
913100	Power 911 Client Access License (CAL) Effective 3/8/2018	\$6,296.85
913100/BAK	Power 911 Backup License Effective 3/8/2018	\$629.37
913100/BAK/U	Power 911 Backup License Upgrade Effective 3/8/2018	\$314.69
913100/CD	Power 911 CD Media and Documentation Effective 3/8/2018	\$63.00
913100/U	Power 911 Client Access License Upgrade Effective 3/8/2018	\$3,148.43
913125	ALI Gateway (PAG) Effective 3/8/2018	\$6,670.59
913152	Power 911 Add-On Recorder for Radio (ITRR) Effective 3/8/2018	\$378.00
913152/CD	ITRR Media Kit Effective 3/8/2018	\$63.00
913152/CD/U	ITRR Upgrade Media Kit Effective 3/8/2018	\$189.00
913152/U	Power 911 Add-On Recorder for Radio Upgrade Effective 3/8/2018	\$189.00

911756	A9C G2 : USB I/O module Effective 3/8/2018	\$311.85
911771	C-Blade - VIPER Primary Application Server Effective 3/8/2018	\$3,650.00
911772	C-Blade - VIPER Secondary Application Server Effective 3/8/2018	\$3,250.00
911773	C-Blade - VIPER Softswitch Effective 3/8/2018	\$2,650.00
911775	C-Blade - Power 911 DB Server Effective 3/8/2018	\$5,415.00
911780	C-Blade Image - VIPER Effective 3/8/2018	\$63.00
911781	C-Blade Image - Windows Effective 3/8/2018	\$63.00
911801	A9C G3, Desk Mounting Kit Effective 3/8/2018	\$122.85
911808	A9C G3, Second Screen Kit Effective 3/8/2018	\$185.85
911809	A9C G3, Call Handling Accessories Effective 3/8/2018	\$333.90
911810-1	A9C G3 Bundle Effective 3/8/2018	\$3,578.40
911SIP	9-1-1 Ingress via SIP - License per position Effective 3/8/2018	\$311.85
911SIP/U	9-1-1 Ingress via SIP - License per position Upgrade Effective 3/8/2018	\$247.50
912645	ACDR & Maintenance Printers Effective 3/8/2018	\$800.00
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module) Effective 3/8/2018	\$2,200.00
912716/48	Cisco C2960X-48TS-L 48 port switch (with stacking module) Effective 3/8/2018	\$4,950.00
912716/S	Cisco Stacking module for C2960-X Effective 3/8/2018	\$950.00
912750	V-VIPER Cabinet Effective 3/8/2018	\$2,000.00
912760/2	V-VIPER Core Equipment Two Position Bundle Effective 3/8/2018	\$22,743.00
912760/3	V-VIPER Core Equipment Three Position Bundle Effective 3/8/2018	\$24,822.00
912760/4	V-VIPER Core Equipment Four Position Bundle Effective 3/8/2018	\$29,956.50
912760/5	V-VIPER Core Equipment Five Position Bundle Effective 3/8/2018	\$32,004.00
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912801/U	CAMA Interface Module (CIM) Upgrade Effective 3/8/2018	\$847.35
912802/1	VIPER Primary Application Server Effective 3/8/2018	\$3,650.00
912802/2	VIPER Primary Application Server Effective 3/8/2018	\$3,650.00
912802/N2	VIPER Primary Application Server (NEBS) Effective 3/8/2018	\$14,995.00
912802/U	VIPER Primary Application Server Upgrade Effective 3/8/2018	\$1,162.35
912803/1	VIPER Primary VoIP Soft Switch Effective 3/8/2018	\$2,650.00
912803/2	VIPER Primary VoIP Soft Switch Effective 3/8/2018	\$2,650.00
912803/N2	VIPER Primary VoIP Softswitch (NEBS) Effective 3/8/2018	\$13,950.00

E10827	ENTRUST IdentityGuard, Platinum Partner Support Effective 3/8/2018	\$15.00
E10830	LICENSE, ELM Enterprise Manager 6.7, Class I Effective 3/8/2018	\$690.00
E10831	LICENSE, ELM Enterprise Manager 6.7, Class II Effective 3/8/2018	\$120.00
E10832	LICENSE, ELM Enterprise Manager 6.7, Class I, UPGRADE Effective 3/8/2018	\$280.00
E10833	LICENSE, ELM Enterprise Manager 6.7, Class II, UPGRADE Effective 3/8/2018	\$50.00
E10837	CABINET, 7, TRIPP-LITE, 42U, SMARTRACK PREMIUM, SEISMIC ZONE 4, BLACK Effective 3/8/2018	\$3,187.00
E10851	LICENSE, ELM Enterprise Manager 6.7, Class I, with Hot Standby Option Effective 3/8/2018	\$800.00
E10852	LICENSE, ELM Enterprise Manager 6.7, Class II, with Hot Standby Option Effective 3/8/2018	\$150.00
E10853	LICENSE, ELM Enterprise Manager 6.7, Class I, Upgrade with Hot Standby Option Effective 3/8/2018	\$380.00
E10854	LICENSE, ELM Enterprise Manager 6.7, Class II, Upgrade with Hot Standby Option Effective 3/8/2018	\$70.00
E10871	LICENSE - Multiplicity KVM Effective 3/8/2018	\$120.00
ETXTARF1	TXT29-1-1 ECW Annual Recurring Fee for PSAPs with 1-4 positions Effective 3/8/2018	\$1,500.00
ETXTARF2	TXT29-1-1 ECW Annual Recurring Fee for PSAPs with 5-10 positions Effective 3/8/2018	\$3,900.00
ETXTARF3	TXT29-1-1 ECW Annual Recurring Fee for PSAPs with 11+ positions Effective 3/8/2018	\$11,400.00
ETXTOTF1	TXT29-1-1 ECW One Time Fee for PSAPs with 1-4 positions Effective 3/8/2018	\$1,250.00
ETXTOTF2	TXT29-1-1 ECW One Time Fee for PSAPs with 5-10 positions Effective 3/8/2018	\$3,250.00
ETXTOTF3	TXT29-1-1 ECW One Time Fee for PSAPs with 11+ positions Effective 3/8/2018	\$9,500.00
GIS-ADM-TRN	GIS Administrative Training for MapFlex 9-1-1 Effective 3/8/2018	\$6,500.00
GIS-MA	GIS Data Analysis and Reports Effective 3/8/2018	\$2,500.00
GIS-MA-NG	NG9-1-1 GIS Data Readiness – Assessment, Analysis, and Recommendations Report Effective 3/8/2018	\$5,000.00
GIS-SER-AN1	GIS Analyst (per hour) Effective 3/8/2018	\$112.00
GIS-SER-AN2	GIS Associate Analyst (per hour) Effective 3/8/2018	\$100.00
GIS-SER-AN3	GIS Senior Analyst - Senior (per hour) Effective 3/8/2018	\$125.00
GIS-SER-PG1	GIS Programmer (per hour) Effective 3/8/2018	\$125.00
GIS-SER-PG2	GIS Senior Programmer (per hour) Effective 3/8/2018	\$135.00
GIS-SER-PM1	GIS Technical Project Manager (per hour) Effective 3/8/2018	\$125.00
GIS-SER-PM2	GIS Senior Technical Project Manager (per hour) Effective 3/8/2018	\$135.00

MF-SRV-SUP	MapFlex Server Support and Maintenance Effective 3/8/2018	\$2,569.00
MF-SRV/C	MapFlex Server License - Conversion Effective 3/8/2018	\$6,995.00
MF-SRV/U	MapFlex Server Upgrade Effective 3/8/2018	\$4,997.50
MS-CL	MapSAG Concurrent Client License Effective 3/8/2018	\$2,500.00
MS-ENT	MapSAG Data Management System Effective 3/8/2018	\$11,950.00
MS-FLT	MapSAG Concurrent License Effective 3/8/2018	\$11,950.00
MS-ICT	MapSAG Individual Class Training (Per Person, Per Day) Effective 3/8/2018	\$311.85
MS-INS	MapSAG Installation, Configuration and Training Effective 3/8/2018	\$5,600.00
MS-MB	911 MapBook Effective 3/8/2018	\$3,950.00
MS-SC	SimpleCell Wireless Mapping Effective 3/8/2018	\$3,450.00
MS-SUP	MapSAG Annual Support and Maintenance (Per Year, 2-5) Effective 3/8/2018	\$1,950.00
MS-TRN-RMT	MapSAG Remote Installation, Configuration and Training Effective 3/8/2018	\$2,500.00
MSF-SUP	MapSAG Concurrent License Annual Support and Maintenance (Per Year, 2-5) Effective 3/8/2018	\$2,350.00
P10005	Graphical Representation of an Installed System with Service, System as Builts Effective 3/8/2018	\$1,400.00
P10008	License to Connect Non-Intrado Recording Device Effective 3/8/2018	\$1,256.85
P10010	Tap Port set Effective 3/8/2018	\$10,500.00
P10011	Mounting Kit for Server Replacement Effective 3/8/2018	\$66.00
P10017	Cable Kit Audio Interface for A9C TPR audio port: A9C/CCI to Motorola/Astro/MCC7500 Effective 3/8/2018	\$31.50
P10017/1	Cable Kit Audio Interface for A9C Recorder Out: A9C/CCI to Motorola/Astro/MCC7500 Effective 3/8/2018	\$31.50
P10023	Smart 911 Installation One Time Fee (OTF) per PSAP Effective 3/8/2018	\$5,000.00
P10024	LICENSE - Smart911 Per Position Annual Recurring Fee Effective 3/8/2018	\$3,500.00
P10025	Smart 911 License (51 to 99 positions) Annual Recurring Fee (ARF) Effective 3/8/2018	\$3,465.00
P10026	Smart 911 License (100+ positions) Annual Recurring Fee (ARF) Effective 3/8/2018	\$2,520.00
P10027	ClearStats - License and software BOM Effective 3/8/2018	\$1,278.90
P10028	ClearStats Server Software License (SSL) Effective 3/8/2018	\$648.90
P10028/CD	ClearStats Software Media Effective 3/8/2018	\$63.00
P10029	ClearStats Concurrent Client Access License (CCAL) Effective 3/8/2018	\$567.00
P10032	Upgrade Continuity Service (VOW Loaner) Effective 3/8/2018	\$3,600.00
P10035	PowerOps Software Media Effective 3/8/2018	\$63.00
P10035/U	PowerOps Software Media Upgrade Effective 3/8/2018	\$31.50

P10193	Power Metrics Advanced - Service set-up: single RDDM Effective 3/8/2018	\$4,000.00
P10195	Power Metrics Advanced - Service set-up: single RDDM-Server Class Effective 3/8/2018	\$7,000.00
P10196	Power Metrics Advanced - Extra RDDM Effective 3/8/2018	\$3,100.00
P10197	Power Metrics Advanced - Extra RDDM-Server Class Effective 3/8/2018	\$5,800.00
P10198	Power Metrics - Service set-up: No RDDM Effective 3/8/2018	\$3,000.00
P10199	Power Metrics - Service set-up: single RDDM Effective 3/8/2018	\$4,700.00
P10200	Power Metrics - Service set-up: single RDDM: MIS Enabled Effective 3/8/2018	\$4,700.00
P10201	Power Metrics - Service set-up: single RDDM-Server Class Effective 3/8/2018	\$8,750.00
P10202	Power Metrics - Extra RDDM Effective 3/8/2018	\$3,100.00
P10203	Power Metrics - Extra RDDM-Server Class Effective 3/8/2018	\$5,800.00
P10205	Power Metrics Advanced - 1-2 pos. annual service per PSAP Effective 3/8/2018	\$1,904.00
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP Effective 3/8/2018	\$2,124.00
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Effective 3/8/2018	\$2,610.00
P10208	Power Metrics Advanced - 10-19 pos. annual service per PSAP Effective 3/8/2018	\$3,095.00
P10209	Power Metrics Advanced - 20-39 pos. annual service per PSAP Effective 3/8/2018	\$3,580.00
P10210	Power Metrics Advanced - 40-75 pos. annual service per PSAP Effective 3/8/2018	\$4,066.00
P10211	Power Metrics Advanced - 76+ pos. annual service per PSAP Effective 3/8/2018	\$12,133.00
P10219	Power Metrics Suite - Annual access contract per PSAP Effective 3/8/2018	\$960.00
P10221	Power Metrics - 1-4 pos. annual service per PSAP Effective 3/8/2018	\$1,650.00
P10222	Power Metrics - 5-9 pos. annual service per PSAP Effective 3/8/2018	\$2,300.00
P10226	MODULE, TRANSCEIVER, SFP, Gigabit Ethernet, Single-mode Fibers Effective 3/8/2018	\$600.00
P10227	MODULE, TRANSCEIVER, SFP, Gigabit Ethernet, Multimode Fibers Effective 3/8/2018	\$300.00
P10228	TXT29-1-1 Charlotte Mecklenburg Service Connectivity (Monthly) Effective 3/8/2018	\$1,040.00
P10301	Power Metrics Suite - Agent Statistics Module Effective 3/8/2018	\$1,250.00
P10302	Power Metrics Suite - Ad-Hoc and Raw Data Activity Audit Module Effective 3/8/2018	\$1,250.00
P10303	Power Metrics Suite - Friendly Trunk Line Name Manager Module Effective 3/8/2018	\$1,250.00

WXTARF3	TXT29-1-1 Web Annual Recurring Fee per PSAP (11+ seats) Effective 3/8/2018	\$11,400.00
WXTINT1	TXT29-1-1 Web Initiation Feature Annual Recurring Fee per PSAP (1-4 seats) Effective 3/8/2018	\$750.00
WXTINT2	TXT29-1-1 Web Initiation Feature Annual Recurring Fee per PSAP (5-10 seats) Effective 3/8/2018	\$2,345.00
WXTINT3	TXT29-1-1 Web Initiation Feature Annual Recurring Fee per PSAP (11+ seats) Effective 3/8/2018	\$6,560.00
WXTOTF1	TXT29-1-1 Web One Time Fee per PSAP (1-4 seats) Effective 3/8/2018	\$1,250.00
WXTOTF2	TXT29-1-1 Web One Time Fee per PSAP (5-10 seats) Effective 3/8/2018	\$3,250.00
WXTOTF3	TXT29-1-1 Web One Time Fee per PSAP (11+ seats) Effective 3/8/2018	\$9,500.00

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - West Safety Services Inc. - Public Services -

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and West Safety Services Inc., hereinafter referred to as the Contractor, having its principal place of business at 1601 Dry Creek Drive, Longmont, CO 80503.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

West Safety Services Inc.

Signature *Ronald Beaumont*
D4A1B604FB5A457...
Name Ronald Beaumont
Title President West Safety Services
Date 6/18/2018

H-GAC DocuSigned by:
Signature *Jack Steele*
9570E9F825CD4FA
Name Jack Steele
Title Executive Director
Date 5/31/2018

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, **Contractor** shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. **Contractor** shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

911756	A9C G2 : USB I/O module Effective 3/8/2018	\$311.85
911771	C-Blade - VIPER Primary Application Server Effective 3/8/2018	\$3,650.00
911772	C-Blade - VIPER Secondary Application Server Effective 3/8/2018	\$3,250.00
911773	C-Blade - VIPER Softswitch Effective 3/8/2018	\$2,650.00
911775	C-Blade - Power 911 DB Server Effective 3/8/2018	\$5,415.00
911780	C-Blade Image - VIPER Effective 3/8/2018	\$63.00
911781	C-Blade Image - Windows Effective 3/8/2018	\$63.00
911801	A9C G3, Desk Mounting Kit Effective 3/8/2018	\$122.85
911808	A9C G3, Second Screen Kit Effective 3/8/2018	\$185.85
911809	A9C G3, Call Handling Accessories Effective 3/8/2018	\$333.90
911810-1	A9C G3 Bundle Effective 3/8/2018	\$3,578.40
911SIP	9-1-1 Ingress via SIP - License per position Effective 3/8/2018	\$311.85
911SIP/U	9-1-1 Ingress via SIP - License per position Upgrade Effective 3/8/2018	\$247.50
912645	ACDR & Maintenance Printers Effective 3/8/2018	\$800.00
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module) Effective 3/8/2018	\$2,200.00
912716/48	Cisco C2960X-48TS-L 48 port switch (with stacking module) Effective 3/8/2018	\$4,950.00
912716/S	Cisco Stacking module for C2960-X Effective 3/8/2018	\$950.00
912750	V-VIPER Cabinet Effective 3/8/2018	\$2,000.00
912760/2	V-VIPER Core Equipment Two Position Bundle Effective 3/8/2018	\$22,743.00
912760/3	V-VIPER Core Equipment Three Position Bundle Effective 3/8/2018	\$24,822.00
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912800	VIPER Gateway Shelf Effective 3/8/2018	\$623.70
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912802/2	VIPER Primary Application Server Effective 3/8/2018	\$3,650.00
912802/N2	VIPER Primary Application Server (NEBS) Effective 3/8/2018	\$14,995.00
912802/U	VIPER Primary Application Server Upgrade Effective 3/8/2018	\$1,162.35
912803/1	VIPER Primary VoIP Soft Switch Effective 3/8/2018	\$2,650.00
912803/2	VIPER Primary VoIP Soft Switch Effective 3/8/2018	\$2,650.00
912803/N2	VIPER Primary VoIP Softswitch (NEBS) Effective 3/8/2018	\$13,950.00

912847	Expansion Module (snom Vision) Effective 3/8/2018	\$600.00
912850	VIPER Integrated ACD (Per Position) Effective 3/8/2018	\$1,886.85
912850/U	VIPER Integrated ACD (Per Position) Upgrade Effective 3/8/2018	\$943.43
912855	VIPER Voice Mail License - per endpoint Effective 3/8/2018	\$185.85
912870/1T1	Mediant 1000 Spare Part Digital Voice Module Single Span Effective 3/8/2018	\$2,470.00
912870/2T1	Mediant 1000 Spare Part Digital Voice Module Dual Span Effective 3/8/2018	\$4,650.00
912870/4T1	Mediant 1000 Spare Part Digital Voice Module Quad Span Effective 3/8/2018	\$9,530.00
912870/CT1	GW - Access License - CAMA over T1 (per chassis) Effective 3/8/2018	\$10,080.00
912870/LIC	Mediant 1000 Access License (per Chassis) Effective 3/8/2018	\$5,906.25
912870/LIC/U	Mediant 1000 Access License (per Chassis) Upgrade Effective 3/8/2018	\$4,687.50
912871/AC	Mediant 1000B Spare AC Power Supply Module Effective 3/8/2018	\$350.00
912871/BB	Mediant 1000B Prebuilt Building Block Effective 3/8/2018	\$2,020.00
912871/CHA	Mediant 1000B Chassis With AC Power- W/O Telephony Interfaces Effective 3/8/2018	\$1,670.00
912875	Inter-Host SIP Communication Host License Effective 3/8/2018	\$2,516.85
912875/U	Inter-Host SIP Communication Host License Upgrade Effective 3/8/2018	\$1,997.50
912890	VIPER Software Media Set Effective 3/8/2018	\$63.00
912890/BB	Media Kit Prebuilt Building Block Effective 3/8/2018	\$63.00
912890/U	UPGRADE - VIPER SW Media Set Effective 3/8/2018	\$31.50
912920	ECCP Workstation License Effective 3/8/2018	\$626.85
912920/U	ECCP Workstation License Upgrade Effective 3/8/2018	\$313.43
912925	SIP I/F to 3rd Party PBX License - Per Position Effective 3/8/2018	\$1,256.85
912950	Software Enhancement License Fee Effective 3/8/2018	\$2,837.00
912VOW	VIPER on Wheels Effective 3/8/2018	\$46,620.00
913100	Power 911 Client Access License (CAL) Effective 3/8/2018	\$6,296.85
913100/BAK	Power 911 Backup License Effective 3/8/2018	\$629.37
913100/BAK/U	Power 911 Backup License Upgrade Effective 3/8/2018	\$314.69
913100/CD	Power 911 CD Media and Documentation Effective 3/8/2018	\$63.00
913100/U	Power 911 Client Access License Upgrade Effective 3/8/2018	\$3,148.43
913125	ALI Gateway (PAG) Effective 3/8/2018	\$6,670.59
913152	Power 911 Add-On Recorder for Radio (ITRR) Effective 3/8/2018	\$378.00
913152/CD	ITRR Media Kit Effective 3/8/2018	\$63.00
913152/CD/U	ITRR Upgrade Media Kit Effective 3/8/2018	\$189.00
913152/U	Power 911 Add-On Recorder for Radio Upgrade Effective 3/8/2018	\$189.00

914421	Additional Backup Executive Server Agent Effective 3/8/2018	\$317.50
914422	Additional Backup Executive SQL Agent Effective 3/8/2018	\$861.15
914434/R	HP Backup System (internal) with Rack-Mount Kit Effective 3/8/2018	\$900.00
914513	Laser Printer Effective 3/8/2018	\$1,410.00
914514	Color Laser Printer Effective 3/8/2018	\$1,062.79
914600/3	IWS External Programmable Keypad - 24 Buttons Effective 3/8/2018	\$135.00
914600/4	IWS External Programmable Keypad - 48 Buttons Effective 3/8/2018	\$299.00
914603	VGA Monitor Extension Cable Effective 3/8/2018	\$33.00
914603/10	Cable Extension VGA – Video M/F, 10 ft Effective 3/8/2018	\$35.00
914605	USB Extension Cable 6' Effective 3/8/2018	\$6.00
914606/12	PC Speaker Extension Cable 12ft Effective 3/8/2018	\$14.00
914641	PLANTRONICS HEADSET KIT WITH M22 BASE AMPLIFIER Effective 3/8/2018	\$271.00
914650	USB Headset Adapter Effective 3/8/2018	\$160.00
914706/G6	Dual Position Arbitrator USB and PS/2 Effective 3/8/2018	\$415.00
914707/G6	Quad Position Arbitrator USB and PS/2 Effective 3/8/2018	\$595.00
914711	Four Post Rack Effective 3/8/2018	\$1,490.00
914724	Amplified Speakers (2) Effective 3/8/2018	\$23.00
914840/1	Modem DSU/CSU (Digital)- 2 units Effective 3/8/2018	\$2,550.00
914840/2	Modem DSU/CSU (Digital)- 1 unit Effective 3/8/2018	\$1,200.00
914940	I/O Control - Per Position Effective 3/8/2018	\$137.50
914956	1U Keyboard/LCD/Trackball/8-Port KVM Effective 3/8/2018	\$1,800.00
914957	Rocket Port Express Quadcable DB9, PCIe Card Effective 3/8/2018	\$365.00
914958	Rocket Port Express Octacable DB9, PCIe Card Effective 3/8/2018	\$292.95
914960	IWS Server RACK Bundle - Type A Effective 3/8/2018	\$5,415.00
914961	IWS Server RACK Bundle - Type B Effective 3/8/2018	\$8,595.00
914962	IWS Server RACK - Type A Effective 3/8/2018	\$2,673.00
914963	IWS Server RACK - Type B Effective 3/8/2018	\$4,524.00
915000	GPS Command Center Package - Single Network Effective 3/8/2018	\$8,040.00
915001	GPS Command Center Package with 2 Display Clocks and Presentense Software - single network Effective 3/8/2018	\$9,810.00
915001/1	GPS Command Center Package - up to 4 networks Effective 3/8/2018	\$9,745.00
915001/11	GPS Command Center Package with OCXO Oscillator and Presentense Software - 2 networks Effective 3/8/2018	\$11,840.00
915100/CD	Sentry Software Effective 3/8/2018	\$75.00

950999/HPMN1-3	Hardware Protection Multi-Node Sys Back Room - 1 Year per Node Effective 3/8/2018	\$2,000.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Effective 3/8/2018	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Effective 3/8/2018	\$35.00
950999/HPMN1-S	Hardware Protect Multi-Node System - 1 Year/Pos - Supplemental Position Effective 3/8/2018	\$175.00
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Effective 3/8/2018	\$400.00
950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos – Back Up Position Effective 3/8/2018	\$40.00
950999/HPSA1-S	Hardware Protect Stand Alone Sys - 1 Year/Pos - Supplemental Position Effective 3/8/2018	\$200.00
950999/ONS1-1	On-Site Maintenance (1 Year), (per position / per year for 1 to 10 positions) Effective 3/8/2018	\$3,000.00
950999/ONS1-1-BU	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys – Back Up Position Effective 3/8/2018	\$300.00
950999/ONS1-1-S	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys - Supplemental Position Effective 3/8/2018	\$1,500.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Effective 3/8/2018	\$2,750.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Effective 3/8/2018	\$275.00
950999/ONS1-2-S	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys - Supplemental Position Effective 3/8/2018	\$1,375.00
950999/ONS1-3	On-Site Maintenance (1 Year), (per position / per year for 21+ positions) Effective 3/8/2018	\$2,500.00
950999/ONS1-3-BU	On-Site Maint - 1 Year/Pos – 21+ pos sys – Back Up Position Effective 3/8/2018	\$250.00
950999/ONS1-3-S	On-Site Maint - 1 Year/Pos – 21+ pos sys - Supplemental Position Effective 3/8/2018	\$1,250.00
950999/OSU	Operating System Update Service - Per System Back Room Effective 3/8/2018	\$495.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Effective 3/8/2018	\$600.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Effective 3/8/2018	\$60.00
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Effective 3/8/2018	\$300.00
950999/SUB1	Software Subscription Service - 1 Year/Position Effective 3/8/2018	\$1,500.00

ATXTARF1	TXT29-1-1 Airbus Integrated Annual recurring fee per PSAP- (1-4 seats) Effective 3/8/2018	\$1,500.00
ATXTARF2	TXT29-1-1 Airbus Integrated Annual Recurring Fee per PSAP (5-10 Seats) Effective 3/8/2018	\$3,900.00
ATXTARF3	TXT29-1-1 Airbus Integrated Annual Recurring Fee per PSAP (11+ Seats) Effective 3/8/2018	\$11,400.00
ATXTOTF1	TXT29-1-1 Integrated One-time-fee per PSAP- (1-4 seats) Effective 3/8/2018	\$1,250.00
ATXTOTF2	TXT29-1-1 Integrated One-time-fee per PSAP- (5-10 seats) Effective 3/8/2018	\$3,250.00
ATXTOTF3	TXT29-1-1 Integrated One-time-fee per PSAP- (11+ seats) Effective 3/8/2018	\$9,500.00
C10036	Power Cord Cable with A/C twist lock connector Effective 3/8/2018	\$150.00
CADTXT1	TXT29-1-1 Integrated with CAD - Monthly Recurring Fee - PSAP with 1-4 seats Effective 3/8/2018	\$125.00
CADTXT2	TXT29-1-1 Integrated with CAD - Monthly Recurring Fee - PSAP with 5-10 seats Effective 3/8/2018	\$325.00
CADTXT3	TXT29-1-1 Integrated with CAD - Monthly Recurring Fee - PSAP with 11+ seats Effective 3/8/2018	\$950.00
CCITSMRF	Text to CAD Interface - Monthly Recurring Fee Effective 3/8/2018	\$35.00
CCITSMRF2	Set-Up and Position Configuration - Monthly Recurring Fee Effective 3/8/2018	\$160.00
CCITSOTF	Text to CAD Interface - One Time Fee - Set-up and Position Configuration Effective 3/8/2018	\$9,500.00
E10022	Loud Ringer With a Special Custom Software Ringing Pattern Effective 3/8/2018	\$200.00
E10153	ELM Class 1 System license (Server agent) Effective 3/8/2018	\$690.00
E10154	ELM Class 2 System license (Workstation and IP agent) Effective 3/8/2018	\$120.00
E10168	ELM Class 1 System License (Server Agent) Upgrade Effective 3/8/2018	\$280.00
E10169	ELM Class 2 System License (Workstation & IP Agent) Upgrade Effective 3/8/2018	\$50.00
E10219	KEYBOARD 105 Keys English, MOUSE Optical, USB WIRED, MICROSOFT Effective 3/8/2018	\$60.00
E10222	ALARM BOX,LIGHT TOWER,4 COLOR LED,W STOP BUTTON Effective 3/8/2018	\$605.00
E10593	Quad Video Card Effective 3/8/2018	\$800.00
E10640	LICENSE, ArcGIS, Server, Workgroup Basic, 10.1, Max 4 cores, MapSAG Effective 3/8/2018	\$2,205.00
E10642	PowerOps Client Access License Effective 3/8/2018	\$4,725.00
E10823	PowerOps Client Access License - UPGRADE from Power Monitor-Wallboard to PowerOps Effective 3/8/2018	\$1.00

GIS-SER-UPDT	MapFlex Data Update Service Effective 3/8/2018	\$1,000.00
GIS-VAL	GIS Data Validation Effective 3/8/2018	\$1,500.00
ITXTARF1	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (1-4 Seats) Effective 3/8/2018	\$1,500.00
ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats) Effective 3/8/2018	\$3,900.00
ITXTARF3	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (11+ Seats) Effective 3/8/2018	\$11,400.00
ITXTOTF2	TXT29-1-1 P911 Integrated One-time-fee per PSAP (1-4 seats) Effective 3/8/2018	\$1,250.00
ITXTOTF4	TXT29-1-1 P911 Integrated One-time-fee per PSAP (5-10 seats) Effective 3/8/2018	\$3,250.00
ITXTOTF6	TXT29-1-1 P911 Integrated One-time-fee per PSAP (11+ seats) Effective 3/8/2018	\$9,500.00
MB-INS	911 MapBook Installation, Configuration and Training Effective 3/8/2018	\$595.00
MB-SUP	911 MapBook Annual Support and Maintenance (Per Year, 2-5) Effective 3/8/2018	\$595.00
MF-AAS	MapFlex 9-1-1 as a Service (Monthly) Effective 3/8/2018	\$850.00
MF-DMS	MapFlex 9-1-1 Client License Effective 3/8/2018	\$2,768.85
MF-DMS-SUP	MapFlex 911 Annual Support and Maintenance Effective 3/8/2018	\$699.00
MF-DMS/C	MapFlex 9-1-1 Client License - Conversion Effective 3/8/2018	\$2,768.85
MF-DMS/U	MapFlex 9-1-1 Client Upgrade Effective 3/8/2018	\$1,384.43
MF-DMSBU	MapFlex 9-1-1 Client License (Backup) Effective 3/8/2018	\$276.89
MF-DMSBU/U	MapFlex 9-1-1 Client License Upgrade (Backup) Effective 3/8/2018	\$276.89
MF-DP-NEW	MapFlex GIS Data Prep - New System or Major Version Upgrade Effective 3/8/2018	\$2,500.00
MF-DP-UPG	MapFlex GIS Data Prep - Minor Version Upgrade Effective 3/8/2018	\$1,500.00
MF-GDM-TRN	MapFlex GIS Data Management Training Effective 3/8/2018	\$9,500.00
MF-GSE-SUP	MapFlex GSE Updates, Annual Support and Maintenance (Per Year, 2-5) Effective 3/8/2018	\$2,516.85
MF-HW	MapFlex Server Hardware Effective 3/8/2018	\$6,500.00
MF-HWBU	MapFlex Backup Server Hardware Effective 3/8/2018	\$4,500.00
MF-LIS-SUP	MapFlex 911 Listener Annual Support and Maintenance (Per Year, 2-5) Effective 3/8/2018	\$372.96
MF-PIC	MapFlex 9-1-1 Fee for Pictometry Interface Service Effective 3/8/2018	\$1,000.00
MF-SRV	MapFlex Server License Effective 3/8/2018	\$9,995.00
MF-SRV-INS	MapFlex Server Staging Effective 3/8/2018	\$2,700.00

P10037	ENTRUST IdentityGuard, Token & License Effective 3/8/2018	\$15.00
P10040	Span Port Set Effective 3/8/2018	\$995.00
P10061	ICS Server Hardware Bundle Effective 3/8/2018	\$9,635.00
P10062	ITS Service (Annual) Effective 3/8/2018	\$1,800.00
P10063	ITS Equipment Effective 3/8/2018	\$1,875.00
P10064	ITS Service (Monthly) Effective 3/8/2018	\$150.00
P10065	Training Manual - M100 On-Line trainingClass delivered in an on-line format Effective 3/8/2018	\$1,250.00
P10066	ePrinter Server Cable Kit Effective 3/8/2018	\$16.00
P10084	22" Touchscreen Monitor Effective 3/8/2018	\$1,570.00
P10087	CCS Training Effective 3/8/2018	\$1,500.00
P10088	ACD CCS Training Effective 3/8/2018	\$1,500.00
P10089	MapFlex 9-1-1 Call Taker Training Effective 3/8/2018	\$1,500.00
P10090	MapFlex 9-1-1 Administrator Training Effective 3/8/2018	\$1,500.00
P10092	HP RDX removable disk backup system (internal) Effective 3/8/2018	\$250.00
P10093	2 TB removable disk cartridge Effective 3/8/2018	\$500.00
P10094	Symantec backup software Effective 3/8/2018	\$2,000.00
P10096	20" LED Backlit Monitor Effective 3/8/2018	\$271.00
P10097	23" LED Backlit Monitor Effective 3/8/2018	\$420.00
P10110	Power Reports ACD Customer Bundle Effective 3/8/2018	\$1,500.00
P10114/D	Backup Disk Solution for Windows Server (Desktop) Effective 3/8/2018	\$2,750.00
P10114/R	Backup Disk Solution for Windows Server (Rack-Mount) Effective 3/8/2018	\$3,400.00
P10121	Remote MapFlex Configuration Effective 3/8/2018	\$1,500.00
P10148	TXT29-1-1 ALI Router Monitoring Effective 3/8/2018	\$85.00
P10149	Power Locate Annual Recurring Fee for PSAPs with 1-4 positions Effective 3/8/2018	\$1,500.00
P10150	Power Locate Annual Recurring Fee for PSAPs with 5-10 positions Effective 3/8/2018	\$3,900.00
P10151	Power Locate Annual Recurring Fee for PSAPs with 11+ positions Effective 3/8/2018	\$11,400.00
P10170	LICENCE - Smart911 License Per Backup Position Annual Recurring Fee Effective 3/8/2018	\$350.00
P10179	Call Handling Installation and Configuration Certification Effective 3/8/2018	\$6,500.00
P10190	Power Metrics SQL License Effective 3/8/2018	\$1,000.00
P10192	Power Metrics Advanced - Service set-up: No RDDM Effective 3/8/2018	\$2,250.00

P10304	Power Metrics Suite - Abandoned Call Workstation Summary Report Effective 3/8/2018	\$450.00
P10305	Power Metrics Suite - Called Back Summary Report Effective 3/8/2018	\$450.00
P10306	Power Metrics Suite - Class of Service ALI Change Summary Report Effective 3/8/2018	\$450.00
P10307	Power Metrics Suite - Daily Invalid ALI Report Effective 3/8/2018	\$450.00
P10308	Power Metrics Suite - Dynamic Class of Service Report Effective 3/8/2018	\$450.00
P10309	Power Metrics Suite - Top 20 Busiest Hours Graphing Breakdown Enhancement Report Effective 3/8/2018	\$450.00
P10311	Power Metrics Suite - Real-Time Dashboard One Time Fee Effective 3/8/2018	\$1,300.00
P10312	Power Metrics Suite - Real-Time Dashboard Annual Recurring Fee per PSAP Effective 3/8/2018	\$1,560.00
Q914410	IWS Workstation Tower UPS - 1000VA Effective 3/8/2018	\$740.00
SC-INS	SimpleCell Installation, Configuration and Training Effective 3/8/2018	\$595.00
SC-SUP	SimpleCell Annual Support and Maintenance (Per Year, 2-5) Effective 3/8/2018	\$595.00
SFT-DEV	Software Development Services (Per Hour) Effective 3/8/2018	\$99.23
SUP-HR	Support Costs - Non-contracted or non-covered (Per Hour) Effective 3/8/2018	\$99.23
TCCOTF1	TCC Status Change Provisioning One-Time-Fee per PSAP (1-4 Seats) Effective 3/8/2018	\$1,250.00
TCCOTF2	TCC Status Change Provisioning One-Time-Fee per PSAP (5-10 seats) Effective 3/8/2018	\$3,250.00
TCCOTF3	TCC Status Change Provisioning One-Time-Fee per PSAP (11+ seats) Effective 3/8/2018	\$9,500.00
TTXTARF1	TXT29-1-1 TriTech Integrated Annual Recurring Fee per PSAP (1-4 Seats) Effective 3/8/2018	\$1,500.00
TTXTARF2	TXT29-1-1 TriTech Integrated Annual Recurring Fee per PSAP (5-10 Seats) Effective 3/8/2018	\$3,900.00
TTXTARF3	TXT29-1-1 TriTech Integrated Annual Recurring Fee per PSAP (11+ Seats) Effective 3/8/2018	\$11,400.00
TTXTOTF1	TXT29-1-1 TriTech Integrated One-time-fee per PSAP (1-4 Seats) Effective 3/8/2018	\$1,000.00
TTXTOTF2	TXT29-1-1 TriTech Integrated One-time-fee per PSAP (5-10 Seats) Effective 3/8/2018	\$1,250.00
TTXTOTF3	TXT29-1-1 TriTech Integrated One-time-fee per PSAP (11+ Seats) Effective 3/8/2018	\$2,500.00
WTXTARF1	TXT29-1-1 Web Annual Recurring Fee per PSAP (1-4 seats) Effective 3/8/2018	\$1,500.00
WTXTARF2	TXT29-1-1 Web Annual Recurring Fee per PSAP (5-10 seats) Effective 3/8/2018	\$3,900.00



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:

BIDS

PROPOSALS

INVITATION NO.: **EC07-18**

ISSUE DATE: **February 8, 2018**

CATEGORY: **9-1-1 Equipment & Emergency Notification Software and Services**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 5,400 member local governments, districts, agencies in 44 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at H-GAC offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	December 04, 2017
PRE-BID/PROPOSAL CONFERENCE:	January 18, 2018 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	February 8, 2018
BID/PROPOSAL RESPONSES DUE:	March 08, 2018 @ 1:00 p.m. CT H-GAC Clock
PUBLIC RESPONSE OPENING:	March 08, 2018 @ 2:00 p.m. CT Conference Room C
RECOMMENDATIONS TO BOARD:	May 15, 2018
CONTRACT START DATE & TERM:	July 01, 2018 thru June 30, 2020
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Beverly Levy	Phone: 832-681-2592 E-mail: Beverly.Levy@h-gac.com

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - HGACBuy *FORMS* (Final)

SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.



SECTION A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION NO. EC07-18

DESCRIPTION: 9-1-1 Equipment & Emergency Notification Software and Services

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Contract Pricing Worksheet. The standard **H-GAC** form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDROM, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC**.

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or Product Item. Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers

CFR = U.S. Code of Federal Regulations

- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.
- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, and shall be considered to be in the public domain.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, Offeror expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
 - Reject any and all offers received in response to this Invitation.
 - Reject any part of an offer received in response to this Invitation.
 - Determine the correct price and/or terminology in the event of any discrepancies in any response.
 - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
 - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
 - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
 - Hold discussions with **Offerors**, although award may be made without discussion.
 - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
 - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** 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 statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC's** Cooperative Purchasing Program.

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.
- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on Form D, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features SHOULD NOT be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC's** specifications. Such features SHOULD NOT be offered as options except as deducts for their omission from the base Product.

Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC's** and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the H-GAC contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of H-GAC and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. **Contractor** shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the H-GAC contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or H-GAC, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to H-GAC only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., Offeror Name, and either "Original" or "Copy", as applicable. The Original printed response will be

- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form W-9 – Request for Taxpayer Identification Number and Certification:** Should be completed by each party to the response.

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.
- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
 - **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.
- All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within thirty (45) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st The contract document signed by **H-GAC** and **Offeror**.
 - 2nd This Invitation and all specifications referenced herein.
 - 3rd **Offeror's** response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to H-GAC.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by H-GAC.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror shall not** include any such taxes in the Response.

45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D and E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.

possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in H-GAC's offices as may be determined by H-GAC and Contractor to be the most efficient and effective form of delivery.

50. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Chief Operations Officer (COO) of H-GAC by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Operations Officer will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Chief Operations Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, H-GAC shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of H-GAC, default will be declared.

Upon breach of contract or default, H-GAC may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by H-GAC.

SECTION-B**PRODUCT SPECIFIC REQUIREMENTS**

For

9-1-1 Equipment & Emergency Notification Software and Services**Table of Contents**

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1. COMMITMENT

Offeror is required to make some basic commitments to insure the overall success of this program. By submission of a response, offeror commits to the following:

- **Corporate/Sales Commitment** – A commitment that HGACBuy has the support of senior management and that HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible end users nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.
- **HUB Participation** – It is H-GAC's goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. IF **Offeror(s)** intends to employ subcontractors in providing services/products related to this solicitation, **Offeror(s)** shall make and demonstrate a good faith effort to include HUB participation under a contract. **Offeror(s)** good faith effort shall include, but is not limited to the following affirmative steps (ref. 2CFR 200.321):
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;
 - 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Proposals shall be considered only from those organizations having resources necessary to provide required products to HGAC members. In that regard, Proposer shall furnish, at a minimum, the information requested below. Any involvement of affiliations and partnerships should also be addressed.

1. Company history, evolution, organization, and staffing (including details on installation capabilities - from in-house staff and/or subcontractors).
2. Sales office locations and geographic areas served.
3. Factory and service center locations.
4. References: at least five government entities which have purchased offered products within the past two years (entity names, plus description and value of products purchased). Proposer may include any letters of endorsement which may be available from the supplied references.

Segment-B: Customer Service Capabilities

(This should be placed in the "First Section" of proposal (ref. instruction in Section-A, subsection 27))

Proposer shall describe each of the following:

1. Capability of addressing HGAC's increasingly nationwide scope, including plans for selling to HGAC Members in Texas, and beyond.
2. Customer training provided, and on what basis (associated pricing should be included in proposal).
3. Warranties, policies, and procedures for handling problems and returns

6. PRICING

As described in **Section-A**, for each purchase order under an awarded contract, **H-GAC will invoice the contractor directly for the 1.5% H-GAC purchase order processing charge** on the total value of each order placed with a contractor through the Program. It is Bidder's responsibility to take this into consideration when preparing **Form-D** and **Form-E** bid pricing, building this fee into Base Pricing and options pricing accordingly (for example, a 20% discount-off-list price should ideally be listed on Bidder's bid as 18.5%).

Proposer shall price and describe the specific products and services offered. The information shall be provided on the HGAC **Form-D**, and if necessary, on supplemental forms of Proposer's choosing. **Proposer shall provide:**

1. A comprehensive list of all products and services being offered for contract, including the specific contract pricing. **Pricing on equipment may be in the form of:** (1) specific HGAC line item pricing list, with a description included of the brand, item, and discount amount off list (i.e. %); and/or, (2) **complete** catalog pricing, whereby entire product catalogs are listed and priced (percentage off list) on Form-D (in which case, Proposer shall include catalog and list price/dealer price books with proposal, electronically). Additionally, quantity discounts and other incentive programs which will be made available should also be addressed.
2. Basic specification information for products and systems offered (e.g. cut/tear sheets, brochures, etc.), such that the basic capabilities and features of the equipment offered can be ascertained.
3. If normally available, provision of extended warranty and maintenance services beyond those provided with purchase of equipment should be addressed and priced.

7. BID FORMAT

Tab A: Proposer Checklist.

Place the completed **Forms A, B, C, W-9, CIQ, House Bill 89 Verification Form, and Form 1295.**

As a "Business Entity", all vendors must:

- (1) **Complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - **All vendors must complete Form 1295, even if no interested parties exist.**
 - In Section 2, insert "HGACBuy"
 - In Section 3, insert HGACBuy RFP No. **EC08-18.**

PRICE	75
PERFORMANCE MEASURES	25
TOTAL	100

10. CONTRACT AWARDS & NEGOTIATION

One or more contracts may be recommended in each of the broad product categories. Offerings made by a single Proposer in more than one product category will be considered separately. On approval of an award recommendation by the HGAC Board of Directors, a contract will offered to the recommended awardees. At HGAC's discretion, if the parties are unable to come to agreement on the contract, HGAC may withdraw offer.

----- End of Section B -----

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT *handwrite this Form. Information must be typed in.* **)**

Invitation No.: EC07-18

Invitation Title: 911 Equipment & Emergency Notification Software and Services

Offeror Company: _____

(Legal name of business which will appear on contract, if awarded)

Offeror Status: Manufacturer Dealer/Distributor Other

Response Type(1): Single Offeror Acting Alone Or As Lead Multiple Offerors Acting Jointly

Contract Signatory(2): _____

Title: _____

Mailing Address(3): _____

Street/PO Box

City

State & Zip

Physical Address: _____

Street

City

State & Zip

Phone: _____

Fax: _____

Email Address: _____

Federal Tax ID No.: _____

Web Page URL: _____

- (1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.
- (2) Person who will sign final contract documents if an award is made.
- (3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____

Title: _____

Mailing Address: _____

Street/PO Box

City

State & Zip

Physical Address: _____

Street

City

State & Zip

Toll Free Phone: _____

Fax: _____

Email Address: _____

- (4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

FORM C - RESPONSE CHECKLIST

Invitation No.: EC07-18

Title: 911 Equipment & Emergency Notification Software and Services

Offeror: _____

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. Responses that do not comply with all requirements may be considered non-responsive. Offeror's signatory must review each item below, and certify by initialing in the space to the right.

This Response Includes:

Init.

- | | |
|--|--|
| 1 An " Original " hard copy of the COMPLETE submission, including all required H-GAC FORMS plus one " Copy ", each in a separate hard-sided 3-ring binder . | |
| 2 A copy of the COMPLETE submission, including all required H-GAC FORMS in electronic format (CD, DVD, flash drive). <u>All Forms must be submitted in the original Excel / PDF format.</u> | |
| 3 Offerors pricing included in the " Original, Copy and Electronic Copy. " Pricing provided in <u>Electronic Copy must be submitted in Excel Format (Form D).</u> | |
| 4 An original signed Form A from all entities who are party to this submission and who should be offered a contract if this submission is successful. Completed unsigned copy of Form A must also be included in Electronic Copy . | |
| 5 HUB summary document explaining how Offeror will assist HGACBuy Members meet any mandated HUB goals. | |
| 6 Copy of End User/Service Agreement (if applicable) you propose to execute with an End User pursuant to and H-GAC contract. | |
| 7 The required list of References . | |
| 9 A complete description of Offerors " Service Organization ", detailing geographic locations, business hours, personnel and service availability. | |
| 10 A complete W-9 - Request for Taxpayer Identification Number and Certification Form . | |
| 11 Form CIQ , completed and signed. | |
| 12 Form 1295 , completed, signed and notarized. The Form and instructions for its use can be found at: <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u> . | |

FORM H - Summary of ServicesInvitation No. **EC07-18****TITLE: 9-1-1 Equipment & Emergency Notification Software and Services****OFFEROR:**

A completed copy of this form **must be provided with Submission**. On the table below, **Offeror** shall list the types of products/services/solutions being offered. Offeror shall also provide a short summary detailing the types of products/services/solutions being offered. Offeror may **NOTE: This language will be posted on our website for your products/services/solutions offerings if awarded a contract.**

Types of Services/Solutions/Products Offered	Detail Summary (Quick summary of your offerings for this proposal)	
A: 911 equipment, including fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, recorders, fiber optic cables, et cetera		
B: Software: 911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, Automatic Number/Location ID (ANI/ALI), et cetera		
C: Emergency notification equipment and software (outbound public safety notifications solutions)		
D: Furniture, consoles, et cetera		
E: Other 911 related equipment, systems and services not otherwise specified		

any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR .

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless,

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD /IF APPLICABLE/

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services
Date: _____, 20__

Signed for _____

Printed Name & Title: _____ Date: _____ 20__

Attest for _____

Printed Name & Title: _____ Date: _____, 20__

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 18

In the County Commission of said county, on the 18th day of December 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 30-20JUL18 – On-Site Scanning Services to Sutterfield Technologies, Inc of Duncan, Oklahoma.

Terms of the 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 18th day of December, 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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: November 13, 2018
RE: 30-20JUL18 – On-Site Scanning Services Services

Request for Proposal 30-20JUL18 solicited proposals for On-Site Scanning Services for the Boone County Recorder's Office. Three proposals were received, please see the attached bid tabulation and evaluation. The proposal from Sutterfield Technologies, Inc. of Duncan, Oklahoma is the lowest and best proposal, and is acceptable to the Recorder's Office for award of contract.

The initial contract period will run from the Date of Award through June 30, 2019. There are four (4) one-year renewal options available.

Payment will be paid from the following Department/Account:

- Department 2800, Storage & Preservation/Account 71100 – Outside Services–
Total: \$ 25,000.00

Attachments: Bid Tabulation, Evaluation Report with Cost Evaluation

/lp

cc: Nora Dietzel, Boone County Recorder
Karen Johnson, Boone County Recorder's Office, Deputy Assistant
File RFP 30-20JUL18

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: File

FROM: Liz Palazzolo

RE: 30-20JUL18 – On-Site Scanning Services
Evaluation and Award

DATE: 11/1/18

Three proposals have been received in response to 30-20JUL18 – On-Site Scanning Services:

- 1) Sutterfield Technologies, Inc. of Duncan, Oklahoma
- 2) Eagle Business Services of Warsaw, Missouri
- 3) US Imaging, Inc. of Saginaw, Michigan

The proposals have been reviewed by a six-person Evaluation Committee: Nora Dietzel, Boone County Recorder; Karen Johnson, Chief Deputy Recorder; Kelle Westcott, Budget Administrator for the Resource Management Department; Christina Crane, Administrative Coordinator for the Resource Management Department; Bonnie Adkins, Prosecuting Attorney's Office Administrator; and Connie Shepp, Systems Administrator for the Information Technology Department.

All proposals were found responsive to the requirements of RFP 30-20JUL18 for On-Site Scanning. Three rounds of Best and Final Offers were requested of all three offerors. The County had the capability to negotiate proposals pursuant to RFP paragraph 4.5.4 and subparagraphs (a) through (d).

The evaluation of proposals including the Best and Final Offers has been conducted consistent with paragraph 4.5.1 of the RFP. Purchasing conducted the cost evaluation separate from the Evaluation Committee's evaluation of the offeror's Method of Performance, Contractor Support, and Experience & Reliability. The Evaluation Committee designated a maximum of 15 points for the Method of Performance, 15 points for Contractor

Support, and 20 points for Experience & Reliability. Cost was weighted a maximum of 50 points.

The cost evaluation considered all five project totals for the original and all four renewal periods. It is noted that in the cost analysis the one-time deployment fee included in Eagle Business Services' proposal was only considered for the original contract period. To have considered the one-time fee for each of the four renewal periods in the cost evaluation would not have changed the outcome of the evaluation, therefore it was only considered one-time for the original contract period's total cost.

It is also noted that the Evaluation Committee did not award the maximum 15-points to any offeror in the evaluation of Method of Performance. The Evaluation Committee found concerns with all three offerors in this area of the evaluation, and so chose to not award maximum points to any of the three offerors.

Additionally, references were called for all three offerors as part of the evaluation of the offerors' Experience & Reliability. The references were chosen from those provided by each offeror in their proposal.

The Evaluation Committee's Evaluation Narrative along with the Cost Evaluation follow this memo.

An Evaluation Scoring Form also follows this memo which shows total point score awarded to each offeror. The proposal from Sutterfield Technologies, Inc. receives the maximum score when cost points are added to the subjective points for Method of Performance, Contractor Support, and Experience & Reliability.

Award of the contract to Sutterfield Technologies, Inc. of Duncan meets requirements of awarding to the "lowest and best" proposal, meeting requirements of Chapter 34 RSMo. which the County of Boone follows.

EVALUATION REPORT FORM

PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR PROPOSAL (RFP) # 30-20JUL18 - On-Site Scanning Services

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

	NAME OF OFFEROR	METHOD OF PERFORMANCE (15 Points)	CONTRACTOR SUPPORT (15 points)	EXPERIENCE & RELIABILITY (20 points)	TOTAL SUBJECTIVE POINTS (50 points)	For Purchasing Use Only	
						COST POINTS (50 points)	TOTAL POINTS (Max 100 points)
1	Eagle Business Systems	7	5	10	22	27	49
2	Sutterfield Technologies	14	15	15	44	50	94
3	U.S. Imaging	13	15	20	48	37	85

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

Nora Dietzel 11-1-18 **NORA DIETZEL** RECORDER RECORDER

Evaluator's Signatures: *Karen Johnson* Date: 10-31-18 Evaluator Printed Name: **KAREN JOHNSON** Title: **CHIEF DEPUTY** Dept.: **RECORDERS OFFICE**

Evaluator's Signatures: *Connie Shepp* Date: 10-31-18 Evaluator Printed Name: **Connie Shepp** Title: **Sys. Admin.** Dept.: **Info. Tech.**

Evaluator's Signatures: *Christina Crane* Date: 10/31/18 Evaluator Printed Name: **Christina Crane** Title: **Admin Coord** Dept.: **Resource Mgt**

Evaluator's Signatures: *Kelle Westcott* Date: 10/31/18 Evaluator Printed Name: **Kelle Westcott** Title: **Budget Administrator** Dept.: **Resource Mgt**

Evaluator's Signatures: *Bonnie Adkins* Date: 11-1-18 Evaluator Printed Name: **Bonnie Adkins** Title: **Office Administrator** Dept.: **Pros. Office**

Liz Palazzolo

From: Nora Dietzel
Sent: Thursday, November 01, 2018 1:51 PM
To: Liz Palazzolo; Karen Johnson; Kelle Westcott; Christina Crane; Bonnie Adkins; Connie Shepp
Subject: RE: Evaluation - Final, 30-20JUL18 - On-Site Scanning Services

The outcome is satisfactory to me. Thank you for all your hard work on this, Liz, and thank you to the committee for your assistance in analyzing these proposals.

Nora Dietzel

Boone County Recorder of Deeds
573-886-4360
ndietzel@boonecountymo.org
website: www.showmeboone.com

From: Liz Palazzolo
Sent: Wednesday, October 31, 2018 3:25 PM
To: Nora Dietzel <NDietzel@boonecountymo.org>; Karen Johnson <KJohnson@boonecountymo.org>; Kelle Westcott <KWestcott@boonecountymo.org>; Christina Crane <CCrane@boonecountymo.org>; Bonnie Adkins <BADkins@boonecountymo.org>; Connie Shepp <CShepp@boonecountymo.org>
Subject: Evaluation - Final, 30-20JUL18 - On-Site Scanning Services

Hello – Attached please find the final scoring form, evaluation narrative, evaluation matrix notes, and cost evaluation for On-Site Scanning. The lowest and best proposal based on the scoring is Sutterfield Technologies. I will head over to the Government Center now and try to find you to sign the Scoring Form, and if it doesn't work out today, I'll catch-up with you tomorrow.

Nora/Karen – Please indicate that the outcome is acceptable to the Recorder's Office.

Thank you for working on this. Please pass me ideas for the new RFP for on and off-site scanning that Resource Management and the PA's Office needs.



Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

EVALUATION REPORT:

RFP 30-20JUL18 – On-Site Scanning Services

Offeror 1: EAGLE BUSINESS SYSTEMS

 X This offeror is responsive to the mandatory requirements, terms and conditions of the RFP.

 This offeror is non-responsive to the mandatory requirements, terms and conditions of the RFP.

Proposed Method of Performance: Awarded 7 Points of a Maximum 15 Points

Strengths:

- Have a shorter time period to begin project than others;
- Use of “best-of-class” digital imaging customized to the County’s needs;
- Good samples of work provided;
- Completes three of five Recorder’s Office projects in the least time (Projects 1, 4 and 5);
- Will perform work with its own staff, no subcontracting.

Concerns:

- More on-site time to complete the Recorder’s Office’s projects compared to Sutterfield Technology and U.S. Imaging – in fact there is no off-site processing identified by Eagle Business Systems to complete the work, which is unlike the other two offerors;
- Related to the above point, performing all work on-site will be challenging for the County Recorder’s Office’s normal business: six personnel will be on-site for 35 days for Project 1; 288 days for Project 2, 164 days for Project 3; 164 days for Project 4; and 34 days for Project 5 in the limited allocated space in the Recorder’s Office;
- The non-refundable \$10,000.00 Implementation/Deployment fee is unique to Eagle Business Services.

• Contractor Support: Awarded 5 Points of a Maximum 15 Points

Strengths:

- Work is under warranty and there is no charge for re-scans for one year;
- Nate Lickteig will act as the Single Point of Contact and he will be on-site for the majority of the scanning work, and available 24X7.

Concerns:

- Year limitation is the weakest warranty compared to other competitors- Defective scans have to be reported by the County within a year for Eagle Business Systems to offer re-scan at no additional cost or to refund payment.

Experience and Expertise: Awarded 10 Points of a Maximum 20 Points

Strengths:

- Mr. Ron Lickteig has over 40 years of experience performing on-site scanning industry;
- Ron Lickteig has served as Director of On-Site Solutions for 3 largest companies in industry;
- Eagle is a family owned business (small business);
- Good reference information from IBML.

Concerns:

- Newest company compared to US Imaging and Sutterfield Technologies having been founded in 2017;
- References do not illustrate direct experience with Recorder's or Clerk's Offices;
- Would have preferred at least reference to some previous work for any Missouri Recorder's Office;
- No Missouri customers shown in reference information;
- Reference from IBML is more of a business partnership and not a customer-reference.

SUMMARY:

Eagle Business Systems can perform required on-site scanning services and, on the basis of the samples provided, can perform quality work. Eagle Business Systems will perform all work on-site which may prove impractical at times given that six of their staff will be on-site for several days to complete project work (from 34 to 288 days), and the allocated space for on-site work is a 12'X18' area in the Recorder of Deeds Office where regular business activities will be on-going. Warranty coverage is provided but it is the weakest among the three vendors being limited to just one-year. The \$10,000.00 deployment/implementation fee is a one-time fee for the five Recorder's Office projects that is paid at the initiation of Project #1 when hardware is installed, and it is non-refundable. Eagle Business Systems' reference provided supportive information but was more of a business partnership than a customer reference. It would have been preferred that Eagle Business Systems provided a Missouri Recorder's Office reference.

Offeror 2: SUTTERFIELD TECHNOLOGIES

 X This offeror is responsive to the mandatory requirements, terms and conditions of the RFP.

 This offeror is non-responsive to the mandatory requirements, terms and conditions of the RFP.

Proposed Method of Performance: Awarded 14 Points of a Maximum 15 Points

Strengths:

- Very detailed response about how the Recorder's Office projects will be completed;
- Provided samples which show quality work;
- Completes two of five Recorder's Office projects in the least time (Projects 2 and 3);
- Will perform work with its own staff, no subcontracting;
- Software tools are optimized for the quality required by counties for their public records – software has been developed and is maintained by Sutterfield Technologies' programming staff.

Concerns:

- Will take the second longest to complete all 3 Recorder's Office projects (Projects 1, 4 and 5).

Contractor Support: Awarded 15 Points of a Maximum 15 Points

Strengths:

- Sutterfield Technologies indicates that corrections will be made to any problems found with their work indefinitely;
- A senior image technician will be assigned as the Single Point of Contact and project manager, and will be on-site for all or most of the work.

Concerns:

- None

Experience and Expertise: Awarded 15 Points of a Maximum 20 Points

Strengths:

- Been in business six years;
- Sutterfield Technologies is an image service bureau that employs 30 technicians and indexing staff;
- Has experience working with government;
- Has worked with many County Clerks' offices;
- Reference contact provided supportive comments about Sutterfield Technologies' work.

Concerns:

- Would have preferred at least reference to some previous work for any Missouri Recorder's Office;
- Contacted references indicated they were not project leaders or were new to their office, so they were not completely familiar with working with Sutterfield extensively.

SUMMARY:

Sutterfield Technologies can perform required on-site scanning services and, on the basis of the samples provided, can perform quality work. The references contacted provided supportive information about Sutterfield Technologies performance, but it would have been preferred if the references had indicated that they were more familiar with the Sutterfield Technologies' work for their offices, and it would have been preferred that a reference with a Missouri Recorder's Office would have been provided. Sutterfield Technologies provided detail about how they would perform the work for the Recorder's Office's project. Sutterfield Technologies offers to rescan problematic images "indefinitely," i.e., whenever the County finds them which is better than the one-year limitation Eagle Business Systems offered.

Offeror 3: US IMAGING INC.

 X This offeror is responsive to the mandatory requirements, terms and conditions of the RFP.

 This offeror is non-responsive to the mandatory requirements, terms and conditions of the RFP.

Proposed Method of Performance: Awarded 13 Points of a Maximum 15 Points

Strengths:

- Least time on-site to complete on-site scanning for all Recorder’s Office projects;
- Uses a “3-stage” process which US Imaging says is “unique” that allows US Imaging to provide the highest quality at the lowest cost;
- All work will be performed directly without subcontractors;
- Will use US Imaging’s ImageXpert software to capture, index and enhance images;
- The assigned Production Manager who will be assigned to Boone County has helped develop ImageXpert.

Concerns:

- Compared to Sutterfield Technologies and Eagle Business Systems, US Imaging requires the most time to complete 4 Recorder’s Office projects (projects 1, 3, 4 and 5)

Contractor Support: Awarded 15 Points of a Maximum 15 Points

Strengths:

- Guarantees 100% satisfaction at no additional cost if the County is “ever” unsatisfied with an image or index;
- The On-Site Project Manager who will be assigned to Boone County (Barb Riedel) has been on-site at over 300 counties nationwide to manage the on-site capture process.

Concerns:

- None

Experience and Expertise: Awarded 20 Points of a Maximum 20 Points

Strengths:

- Been in business the longest of the 3 companies (12 years);
- Has direct experience working with several Recorder of Deeds offices and document types - US Imaging says it is “...the only conversion vendor in America to focus exclusively on County conversion services...”;
- Works with many Recorders/Clerks’ offices in Missouri;
- Is a beta test site for several scanner manufacturers and uses “state of the art” equipment;
- US Imaging’s staff has been converting images for over 42 years;

- Boone County Records Office has good experience working with this company;
- Belongs to several professional organizations (Property Records Industry Association – PRIA), iGO, the International Association of Clerks, Recorders, Election Officials and Treasurers (IACREOT), and is a Kodak/Fuji Certified lab.

Concerns:

- None

SUMMARY:

US Imaging can perform required on-site scanning services and, on the basis of the samples provided, can perform quality work. The references contacted provided supportive information. Additionally, the County has direct satisfactory experience with US Imaging. US Imaging's business model is focused on delivery of quality service to County Records' Office which makes it unique. US Imaging offers 100% satisfaction to the County regarding its work which is similar to Sutterfield Technologies, and better than the one-year limitation Eagle Business Systems offered.

	A	B	C	D	E
1	RFP 30-20JUL18 - On-Site Scanning Services		Eagle Business Services	Sutterfield Technologies	US Imaging
2	<i>Cost Evaluation</i>				
3	Line Item 10: Total Price - Project One	\$	32,637.04	\$ 15,344.64	\$ 19,378.00
4	Line Item 23: Total Price - Project Two	\$	181,693.68	\$ 114,213.89	\$ 138,754.40
5	Line Item 37: Total Price - Project Three	\$	104,786.32	\$ 37,133.09	\$ 62,466.42
6	Line Item 51: Total Price - Project Four	\$	31,939.69	\$ 20,382.41	\$ 19,224.61
7	Line Item 63: Total Price - Project Five	\$	84,822.00	\$ 49,392.00	\$ 85,880.00
8	One-Time Additional Fees:	\$	10,000.00	\$ -	\$ -
9	<i>Grand Total Initial Contract Period</i>	\$	<i>445,878.73</i>	\$ <i>236,466.03</i>	\$ <i>325,703.43</i>
10					
11	1st Renewal: July 1, 2019 - June 30, 2020		2.50%	1.50%	0%
12	2nd Renewal: July 1, 2020 - June 30, 2021		4.25%	3.00%	0%
13	3rd Renewal: July 1, 2021 - June 30, 2022		6.75%	4.50%	0%
14	4th Renewal: July 1, 2022 - June 30, 2023		9.00%	6.00%	0%
15					

	A	B	C	D	E
16	1st Renewal: July 1, 2019 - June 30, 2020				
17	Line Item 10: Total Price - Project One	\$	33,452.97	\$	15,574.81 \$ 19,378.00
18	Line Item 23: Total Price - Project Two	\$	186,236.02	\$	115,927.10 \$ 138,754.40
19	Line Item 37: Total Price - Project Three	\$	107,405.98	\$	37,690.09 \$ 62,466.42
20	Line Item 51: Total Price - Project Four	\$	32,738.18	\$	20,688.15 \$ 19,224.61
21	Line Item 63: Total Price - Project Five	\$	86,942.55	\$	50,132.88 \$ 85,880.00
22	Grand Total First Renewal Option	\$	446,775.70	\$	240,013.02 \$ 325,703.43
23					
24	2nd Renewal: July 1, 2020 - June 30, 2021				
25	Line Item 10: Total Price - Project One	\$	34,024.11	\$	15,804.98 \$ 19,378.00
26	Line Item 23: Total Price - Project Two	\$	189,415.66	\$	117,640.31 \$ 138,754.40
27	Line Item 37: Total Price - Project Three	\$	109,239.74	\$	38,247.08 \$ 62,466.42
28	Line Item 51: Total Price - Project Four	\$	33,297.13	\$	20,993.88 \$ 19,224.61
29	Line Item 63: Total Price - Project Five	\$	88,426.94	\$	50,873.76 \$ 85,880.00
30	Grand Total Second Renewal Option	\$	454,403.58	\$	243,560.01 \$ 325,703.43
31					

	A	B	C	D	E
32	3rd Renewal: July 1, 2021 - June 30, 2022				
33	Line Item 10: Total Price - Project One	\$	34,840.04	\$	16,035.15 \$ 19,378.00
34	Line Item 23: Total Price - Project Two	\$	193,958.00	\$	119,353.52 \$ 138,754.40
35	Line Item 37: Total Price - Project Three	\$	111,859.40	\$	38,804.08 \$ 62,466.42
36	Line Item 51: Total Price - Project Four	\$	34,095.62	\$	21,299.62 \$ 19,224.61
37	Line Item 63: Total Price - Project Five	\$	90,547.49	\$	51,614.64 \$ 85,880.00
38	Grand Total Third Renewal Option	\$	465,300.54	\$	247,107.00 \$ 325,703.43
39					
40	4th Renewal: July 1, 2022 - June 30, 2023				
41	Line Item 10: Total Price - Project One	\$	35,574.37	\$	16,265.32 \$ 19,378.00
42	Line Item 23: Total Price - Project Two	\$	198,046.11	\$	121,066.72 \$ 138,754.40
43	Line Item 37: Total Price - Project Three	\$	114,217.09	\$	39,361.08 \$ 62,466.42
44	Line Item 51: Total Price - Project Four	\$	34,814.26	\$	21,605.35 \$ 19,224.61
45	Line Item 63: Total Price - Project Five	\$	92,455.98	\$	52,355.52 \$ 85,880.00
46	Grand Total Fourth Renewal Option	\$	475,107.82	\$	250,653.99 \$ 325,703.43
47					
48	GRAND TOTAL ALL CONTRACT PERIODS	\$	2,287,466.36	\$	1,217,800.05 \$ 1,628,517.15
49	COST POINTS		26.62		50.00 37.39

**PURCHASE AGREEMENT
FOR
ON-SITE SCANNING SERVICES**

THIS AGREEMENT dated the 18th day of December 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sutterfield Technologies, 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 **On-Site Scanning Services** County of Boone Request for Proposal number **30-20JUL18** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, and Boone County Standard Terms and Conditions, as well as the Contractor's proposal response dated **July 19, 2018, Best and Final Offer #1 dated September 10, 2018, and Best and Final Offer #3 dated October 19, 2018** from **Richard Sutterfield**, 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 proposal response may be permanently maintained in the County Purchasing Office RFP file for this RFP if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's proposal response.

2. Contract Period - The contract period shall be the Date of Award (as identified by the County Commission Order) through June 30, 2019, and include four (4) one-year renewal options.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with On-Site Scanning Services as priced in the Vendor Response and Pricing Pages of the contract.

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

5. Billing and Payment - All billing shall be invoiced to the Boone County Recorder's Office. Billings may only include the prices listed in the Contractor's proposal 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 proposal 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 proposal 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.

SUTTERFIELD TECHNOLOGIES, INC.

by Michael Auer

title OWNER

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST
[Signature]
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.)

Department: 2800/Account: 71100: \$25,000.00
project #1

Jane Pitchford by HA
Signature

12-4-18
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

October 19, 2018

Boone County Purchasing
Attention: Liz Palazzolo – Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201

RE: BAFO Request #3 to RFP 30-20JUL18 – On-Site Scanning Services

Dear Ms. Palazzolo,

Thank you for including us in this BAFO round. We are pleased to provide the attached information in response to your latest request.

We would be happy to provide any additional information or additional samples if they are needed by the county to determine our suitability for this project. For additional information, or to advise that our bid has been accepted, you may contact me at (580) 656-2624 or by email at richard@sut-tech.com.

Thank you again for the opportunity to present a bid on these services.

Sincerely,



Richard Sutterfield

Owner

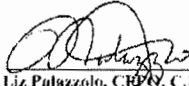
BEST AND FINAL OFFER FORM #1
BOONE COUNTY, MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: RFP 30-20JUL18 -- On-Site Scanning Services

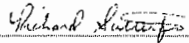
BEST AND FINAL OFFER REQUEST #3

This Best and Final Offer (BAFO) is issued in accordance with the Instructions to Offerors and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By:


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

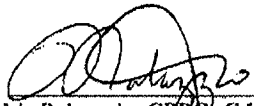
Company Name: Sutterfield Technologies, Inc.
Address: 101 N 14th St
Duncan, OK 73533
Telephone: (580) 786-4390 Fax: (866) 696-0551
Federal Tax ID (or Social Security #): 46-4346898
Print Name: Richard Sutterfield Title: Owner
Signature:  Date: 10/19/2018
E-mail: richard@sut-tech.com

**BEST AND FINAL OFFER FORM #1
BOONE COUNTY, MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: RFP 30-20JUL18 – On-Site Scanning Services**

BEST AND FINAL OFFER REQUEST #3

This Best and Final Offer (BAFO) is issued in accordance with the Instructions to Offerors and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By: 
Liz Palazzolo, CRPO, C.P.M.
Senior Buyer

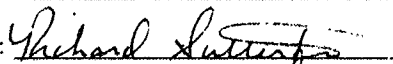
Company Name: Sutterfield Technologies, Inc.

Address: 101 N 14th Street
Duncan, Oklahoma 73533

Telephone: (580) 786-4390 Fax: (866) 696-0551

Federal Tax ID (or Social Security #): 46-4346898

Print Name: Richard Sutterfield Title: Owner/CEO

Signature:  Date: 09/10/2018

E-mail: richard@sut-tech.com

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Response to BAFO #3 Revisions and Concerns

Revisions:

We understand that the Resource Management Department and Prosecuting Attorney's Office projects have been removed from this RFP.

We understand the county's instructions for invoices.

Concerns:

The sections with the incorrect sums have been corrected (Projects 3 & 4).

We have confirmed that the warranty provided carries no additional cost to the county.

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

BAFO REQUEST #1 VENDOR RESPONSE AND PRICING PAGES

The offeror is advised to complete the following pages as part of the offeror's Best and Final offer #1 Response. If previously submitted information does not change as a result of this BAFO Request #1, then the offeror has the option of not completing the following pages. HOWEVER, THE OFFEROR IS ADVISED THAT ADDITIONAL INFORMATION REQUESTS HAVE BEEN INCORPORATED HEREIN, AND THE OFFEROR IS ADVISED TO PROVIDE THE ADDITIONAL INFORMATION BEING REQUESTED AS A RESULT OF THIS BAFO REQUEST – SEE THE BOLDED AND ITALICIZED FONT.

5.3 PRICING:

Scanning Services: The offeror must price all line items. The offeror must submit firm, fixed pricing for each line item that includes all labor, materials, equipment, supplies and other costs for provision of services as defined herein.

The offeror is advised not to include freight and shipping into any pricing quoted. The County will reimburse for actual freight and shipping.

Project 1: Scan Index to Deed Books On-Site

The following describes the material that shall be scanned as Project 1:

Bound Books

42 Books @ 640 Index Pages Per Book (Index to Deeds 1821 – 1960) = 26,880 Pages

Oversized Mechanical Books

30 Books @ 640 Index Pages Per Book (Index to Deeds 1960-1984) = 19,200 Pages

Poor Images

46,080 Images @ 10% Poor Quality = 4,608 Poor Images

The offeror must complete the following for Project 1:

Line Item 1: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$Included in Scanning Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 1: 2.

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<u>Number of Days to Complete On-Site Scanning</u>	<u>Number of Days to Complete Off-Site Processing</u>	<u>Finish Date:</u> Total Number of Days to Complete Project 1 and to deliver finished work product to the County (total days start to finish)
Project 1: Scan Index to Deed Books On-Site	<u>30</u> /calendar days ARO to begin Project 1 Scanning work	<u>7</u> /calendar days on-site scanning work for Project 1	<u>30</u> /calendar days off-site processing for Project 1	<u>67</u> Calendar Days - total number of calendar days start to finish to complete and deliver finished work product for Project 1

Line Item	Quantity	Description	Firm, Fixed Price
2.	46,080 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ <u>0.285</u> Per Image
3.	46,080 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ <u>0.018</u> Per Image
4.	46,080 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ <u>Included</u> Per TIFF
5.	46,080 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>Included</u> Per TIFF
6.	46,080 Images	Firm, fixed price per TIFF to tab index/book page #	\$ <u>0.015</u> Per TIFF
7.	4,608 Images	Firm, fixed price per TIFF to enhance poor quality	\$ <u>0.150</u> Per TIFF
8.	Offeror to Quantify Number of Hard Drives	USB Hard Drive	\$ <u>Included</u> Per Each

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	Needed for Project Below:		
9.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
10. GRAND TOTAL PRICE PROJECT 1: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 1 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$ 15,344.64

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Continued on Next Page

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project 2: Scan Bound Official Record Books On-Site

The following describes the material that shall be scanned as Project 2:

Bound Books

- 219 Books @ 640 Pages Per Book (Deed Volumes A-219) = 140,160 Images
- 221 Books @ 640 Pages Per Book (Deed of Trust Volumes 1-221) = 141,440 Images
- 19 Books @ 640 Pages Per Book (Marriage Volumes 1-19) = 12,160 Images

Poor Images

- 293,760 Images @ 10% Poor Quality = 29,376 Poor Images
- 293,760 Images @ 40% Multiple Documents Per Page = 117,504 Multi-Docs

The offeror must complete the following for Project 2:

Line Item 11: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ Included in Scanning Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 2: 2.

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<u>Number of Days to Complete On-Site Scanning</u>	<u>Number of Days to Complete Off-Site Processing</u>	<u>Finish Date:</u> Total Number of Days to Complete Project 2 and to deliver finished work product to the County (total days start to finish)
Project 2: Scan Bound Official Record Books On-Site	<u>30</u> /calendar days ARO to begin Project 2 Scanning work	<u>21</u> /calendar days on-site scanning work for Project 2	<u>60</u> /calendar days off-site processing for Project 2	<u>120</u> Calendar Days - total number of calendar days start to finish to complete and deliver finished work product for Project 2

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Line Item	Quantity	Description	Firm, Fixed Price
12.	293,760 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ 0.285 Per Image
13.	293,760 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ 0.018 Per Image
14.	293,760 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ <u>Included</u> Per TIFF
15.	293,760 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>Included</u> Per TIFF
16.	117,504 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$ 0.011 Per TIFF
17.	411,264 Images	Firm, fixed price per TIFF to single group and index	\$ 0.020 Per TIFF
18.	411,264 Images	Firm, fixed price per TIFF to double group, index and verify	\$ 0.020 Per TIFF
19.	29,376 Images	Firm, fixed price per TIFF to enhance poor quality	\$ 0.150 Per TIFF
20.	235,008 Images	Firm, fixed price per TIFF to mask unwanted documents	\$ 0.013 Per TIFF
21.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$ <u>Included</u> Per Each
22.	1	Shipping and Freight	To Be Reimbursed At Actual Cost

<p>23. GRAND TOTAL PRICE PROJECT 2: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 2 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.</p>	<p>\$ 114,213.89</p>	

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

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BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project 3: Scan Mechanical Official Record Books On-Site

The following describes the material that shall be scanned as Project 3:

Mechanical Books

- 83 Books @ 640 Pages Per Book (Deed Volumes 220-302) = 53,120 Images
- 93 Books @ 640 Pages Per Book (Deed of Trust Volumes 222-314) = 59,520 Images
- 13 Books @ 640 Pages Per Book (Marriage Volumes 20-32) = 8,320 Images
- 42 Books @ 700 Photostat Pages Per Book (Deed of Trust Volumes 303-344, pg. 355) = 29,055 Images
- 34 Books @ 700 Photostat Pages Per Book (Deed Volumes 315-348) = 23,800 Images

Poor Images

- 173,815 Images @ 10% Poor Quality = 17,382 Poor Images
- 120,960 Images @ 50% Multiple Documents Per Page = 60,480 Multi-Docs
- 52,855 Images @ 15% Dual-Polarity/Marginal Notations Photostat = 7,929 Images

The offeror must complete the following for Project 3:

Line Item 24: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ Included in scanning Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 3: 2.

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<u>Number of Days to Complete On-Site Scanning</u>	<u>Number of Days to Complete Off-Site Processing</u>	<u>Finish Date:</u> Total Number of Days to Complete Project 3 and to deliver finished work product to the County (total days start to finish)
Project 3: Scan Mechanical Official Record Books On-Site	<u>30</u> /calendar days ARO to begin Project 3 Scanning work	<u>7</u> /calendar days on-site scanning work for Project 3	<u>45</u> /calendar days off-site processing for Project 3	<u>82</u> Calendar Days - total number of calendar days start to finish to complete and deliver finished work product for Project 3

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Line Item	Quantity	Description	Firm, Fixed Price
25.	173,815 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ 0.107 Per Image
26.	173,815 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ 0.018 Per Image
27.	173,815 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ <u>Included</u> Per TIFF
28.	173,815 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>Included</u> Per TIFF
29.	60,480 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$ 0.011 Per TIFF
30.	234,295 Images	Firm, fixed price per TIFF to single group and index	\$ 0.020 Per TIFF
31.	234,295 Images	Firm, fixed price per TIFF to double group, index and verify	\$ 0.020 Per TIFF
32.	17,382 Images	Firm, fixed price per TIFF to enhance poor quality	\$ 0.150 Per TIFF
33.	120,960 Images	Firm, fixed price per TIFF to mask unwanted documents	\$ 0.013 Per TIFF
34.	7,929 Images	Firm, fixed price per TIFF to reverse dual-polarity/marginal notations	\$ 0.150 Per TIFF
35.	Offeror to Quantify Number of Hard Drives Needed for Project	USB Hard Drive	\$ <u>Included</u> Per Each

	Below:		
36.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
37. GRAND TOTAL PRICE PROJECT 3: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 3 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$ 37,133.09

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BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project 4: Scan Mechanical Official Record Books On-Site

The following describes the material that shall be scanned as Project 4:

Bound Books

30 Books @ 700 Photostat Pages Per Book (Deed Volumes 344, pg. 356 -Volume 373) = 20,645 Images

40 Books @ 700 Photostat Pages Per Book (Deed of Trust Volumes 349-388) = 28,000 Images

Poor Images

48,645 Images @ 10% Poor Quality = 4,865 Poor Images

48,645 Images @ 50% Multiple Documents Per Page = 24,323 Multi-Docs

48,645 Images @ 15% Dual-Polarity/Marginal Notations Photostat = 7,297 Images

The offeror must complete the following for Project 4:

Line Item 38: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ Included in Scanning Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 4: 1.

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<u>Number of Days to Complete On-Site Scanning</u>	<u>Number of Days to Complete Off-Site Processing</u>	<u>Finish Date:</u> Total Number of Days to Complete Project 4 and to deliver finished work product to the County (total days start to finish)
Project 4: Scan Mechanical Official Record Books On-Site	<u>30</u>/calendar days ARO to begin Project 4 Scanning work	<u>10</u>/calendar days on-site scanning work for Project 4	<u>45</u>/calendar days off-site processing for Project 4	<u>65</u> Calendar Days - total number of calendar days start to finish to complete and deliver finished work product for Project 4

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Line Item	Quantity	Description	Firm, Fixed Price
39.	48,645 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ <u>0.285</u> Per Image
40.	48,645 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ <u>0.018</u> Per Image
41.	48,645 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ <u>Included</u> Per TIFF
42.	48,645 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>Included</u> Per TIFF
43.	24,323 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$ <u>0.011</u> Per TIFF
44.	72,968 Images	Firm, fixed price per TIFF to single group and index	\$ <u>0.020</u> Per TIFF
45.	72,968 Images	Firm, fixed price per TIFF to double group, index and verify	\$ <u>0.020</u> Per TIFF
46.	4,865 Images	Firm, fixed price per TIFF to enhance poor quality	\$ <u>0.150</u> Per TIFF
47.	48,646 Images	Firm, fixed price per TIFF to mask unwanted documents	\$ <u>0.013</u> Per TIFF
48.	7,297 Images	Firm, fixed price per TIFF to reverse dual-polarity/marginal notations	\$ <u>0.150</u> Per TIFF
49.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$ <u>Included</u> Per Each

50.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
51.		GRAND TOTAL PRICE PROJECT 4: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 4 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.	\$ 20,382.41

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BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project 5: Scan Marriage Licenses from Trifolds On-Site

The following describes the material that shall be scanned as Project 5:

Trifolds

196 Cans @ 10-inches per Canister = 1,960 Inches
1,960 Inches @ 75 Trifold Pages per Inch = 147,000 Pages
147,000 Images @ 100% pages with Backsides = 147,000 Backsides

Poor Quality Images

294,000 Images @ 10% poor quality = 29,400 Poor Images

The offeror must complete the following for Project 5:

Line Item 52: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ Included in scanning Per Diem Per Person

Line Item 53: Quote a total, firm, fixed per hour price that includes all costs for on-site document preparation: \$ Included in scanning Per Hour

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 5: 3-4

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<u>Document Preparation:</u> The offeror shall indicate an estimated number of calendar days to conduct document preparation for Project 5	<u>Number of Days to Complete On-Site Scanning</u>	<u>Number of Days to Complete Off-Site Processing</u>	<u>Finish Date:</u> Total Number of Days to Complete Project 5 and to deliver finished work product to the County (total days start to finish)
Project 5: Scan Marriage Licenses from Tri-folds On-Site	<u>30</u>/calendar days ARO to begin Project 5 Scanning work	<u>Included in scanning</u> /calendar days for document preparation for Project 5	<u>40</u>/calendar days on-site scanning work for Project 5	<u>40</u>/calendar /calendar days off-site processing for Project 5	<u>110</u>/calendar days - total number of calendar days start to finish to complete and deliver finished work product for Project 5

Line Item	Quantity	Description	Firm, Fixed Price
54.	294,000 Images	Firm, fixed price per image to scan 300dpi JPEG image (Front & Back)	\$ 0.115 Per Image
55.	294,000 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ 0.018 Per Image
56.	294,000 Images	Firm, fixed price per TIFF to Remove Excess	\$ <u>Included</u> Per TIFF

		Borders	
57.	294,000 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>Included</u> Per TIFF
58.	294,000 Images	Firm, fixed price per TIFF to single group and index	\$ <u>0.010</u> Per TIFF
59.	294,000 Images	Firm, fixed price per TIFF to double group, index and verify	\$ <u>0.010</u> Per TIFF
60.	29,400 Images	Firm, fixed price per TIFF to enhance poor quality	\$ <u>0.150</u> Per TIFF
61.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$ <u>Included</u> Per Each
62.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
63.	GRAND TOTAL PRICE PROJECT 5: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 5 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.		\$ 49,392.00

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BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18– On-Site Scanning Services

Renewal Options:

The County must 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 a percentage is not proposed (i.e., left blank), or if it is quoted as zero (0%), the County must 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 (i.e., the first) 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.

64. Renewal Option Percentage Price Adjustment

1st Renewal Period: July 1, 2019 – June 30, 2020

1.5 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: X

OR Minimum Decrease: _____

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

65. Renewal Option Percentage Price Adjustment

2nd Renewal Period: July 1, 2020 – June 30, 2021

3.0 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: X

OR Minimum Decrease: _____

66. Renewal Option Percentage Price Adjustment

3rd Renewal Period: July 1, 2021 – June 30, 2022

4.5 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: X

OR Minimum Decrease: _____

67. Renewal Option Percentage Price Adjustment

4th Renewal Period: July 1, 2022 – June 30, 2023

6.0 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: X

OR Minimum Decrease: _____

5.4 Vendor's Experience and Reliability:

Company History: The vendor should describe in the available space the company's background in performing professional scanning services, e.g., when the company was founded, how long the company has been serving the Missouri market, etc:

Sutterfield Technologies, Inc. is an image service bureau that serves county and municipal government exclusively. Our company employs 30 technicians and indexing staff in serving those customers. Services include book restoration, digital imaging and indexing of county land records, licenses, birth/death certificates, court case documents and many other records unique to county/municipal government. We have been in business since 2012 and have processed over 30 million images in some manner for over 300 customers across the US during that time. We have completed projects for counties in Oklahoma, Texas, Arkansas, Nebraska, Kansas, New Jersey and Wisconsin. Our business goal is to provide quality and service to your county that will make us the only vendor that your county wishes to use for services such as those requested in this RFP.

The tools used by Sutterfield Technologies technicians to scan and process images are optimized for the quality required by counties for public records. These software tools, developed and are maintained by programming staff in our company, enable us to produce superior images from even the most difficult source documents (Photostats, bound books, faint handwritten pages).

We stand behind our work. As a result, nearly all of the counties we have done imaging services work for have called us back to complete additional projects. We have completed one project for a county that involved fully indexing all property records back to statehood and are in the process of completing multiyear projects to indexing records back to statehood for two other counties.

Vendor's References:

The offeror should provide reference contact information below regarding provision of scanning services similar to what is being offered to ***the Boone County Recorder's Office, the Boone County Resources Management Department, and other County offices:***

Company/Entity Name: Grady County Clerk

Contact Name: Jill Locke

Contact's Title: County Clerk

City/State: Chickasha, Oklahoma

Telephone Number: (405) 224-7388

Email Address: jlocke@gradycountyok.com

Description of Services Furnished: Currently working on the second year of a multiyear project. Approximately 1,300 volumes (bound and loose page), ranging from 1905 to the 1980s were scanned. The images were processed to obtain the maximum legibility. Approximately 1/3 of the images were indexed by Instrument Number, Book/Page, Instrument Type, all Grantors, all Grantees and all Legal Descriptions. The 2nd phase of the project will be completed by the end of this calendar year. The 2nd and 3rd phases of this project includes numerous hand written and transcribed instruments similar to those in Boone County. Sutterfield Technologies prepared data for import into Tyler Technologies Document Pro Land Records System.

Availability of Reference: Yes

Company/Entity Name: Carter County Clerk

Contact Name: Kayelyn Clubb

Contact's Title: County Clerk

City/State: Ardmore, Oklahoma

Telephone Number: (580) 223-8162

Email Address: cartercountyclerk@cableone.net

Description of Services Furnished: Completed the first phase of a multiyear indexing project in June, 2018. Approximately 2,000 volumes (bound and loose page) ranging from 1905 to 1990 were scanned over the past 5 years. Many of the books contained Photostats with white recording strips. These images were fully enhanced to create proper black text on white background images. In this most recent phase, approximately 1/3 of the images were indexed by Instrument Number, Book/Page, Instrument Type, all Grantor & Grantee Names and Legal Descriptions. Sutterfield Technologies programming staff imported the data into the county's land records system, linking the data to the images which had already been imported into the system. The 2nd phase of the indexing project has commenced and will be completed early next calendar year.

Availability of Reference: Yes

Company/Entity Name: Hall County Assessor/Register Of Deeds

Contact Name: Janet Pelland

Contact's Title: County Assessor/Register of Deeds

City/State: Grand Island, Nebraska

Telephone Number: (308) 385-5050

Email Address: janetp@hallcountyne.gov

Description of Services Furnished: Scanned loose page and wide format books (approximately 150 books) in 2017. Processed images to obtain maximum legibility and created 16mm COM Microfilm for the county.

Availability of Reference: Yes

Company/Entity Name: Little River County Circuit Clerk

Contact Name: Lauren Abney

Contact's Title: Circuit Clerk

City/State: Ashdown, Arkansas

Telephone Number: (870) 898-7212

Email Address: labney@lrcounty.com

Description of Services Furnished: Scanned bound and loose page books and processed images for maximum legibility early in 2018. These books were indexed by book/page and instrument number and prepared for import into Fidlar Systems software for the county.

Availability of Reference: Yes

5.5 Proposed Method of Performance and Contractor Support

Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding the scanning work to be done:

A senior image technician will be assigned as project manager upon approval of this project. The project manager will be present on-site for all or most of the on-site work. The county will have direct contact information for the project manager. The county may also contact the owner of Sutterfield Technologies (Richard Sutterfield) directly, in the event the project manager is unavailable or not responsive.

Direct or Subcontracted Work:

Address in the space provided if on-site scanning services as described herein will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the scanning services. If any subcontractors are to be used, then identify the subcontractor by name and location.

All work for the projects on this RFP will be completed by employees of Sutterfield Technologies.

Warranty:

Address in the space provided warranty terms and length on labor and finished product the vendor offers on scanning services performed for the County:

We will comply or exceed the warranty expected by the county. In order to be able to provide support and remediation after completion of the project, images and data from each project will be retained for at least 2 (two) years after completion of the project. We welcome questions and will try our best to make corrections for any problems found with our work indefinitely (for example, we once provided images from a 4 year old project when another vendor failed to have the county's data and images backed up). This warranty is included in the original project cost.

Appendix A – Sample Images

The following pages have samples of images processed by Sutterfield Technologies for other counties.

Sample #1A – Original handwritten, bound record book 26

Sample #1B – Processed handwritten, bound record book..... 27

Sample #2A – Photostat record book with marginal notes and white label 28

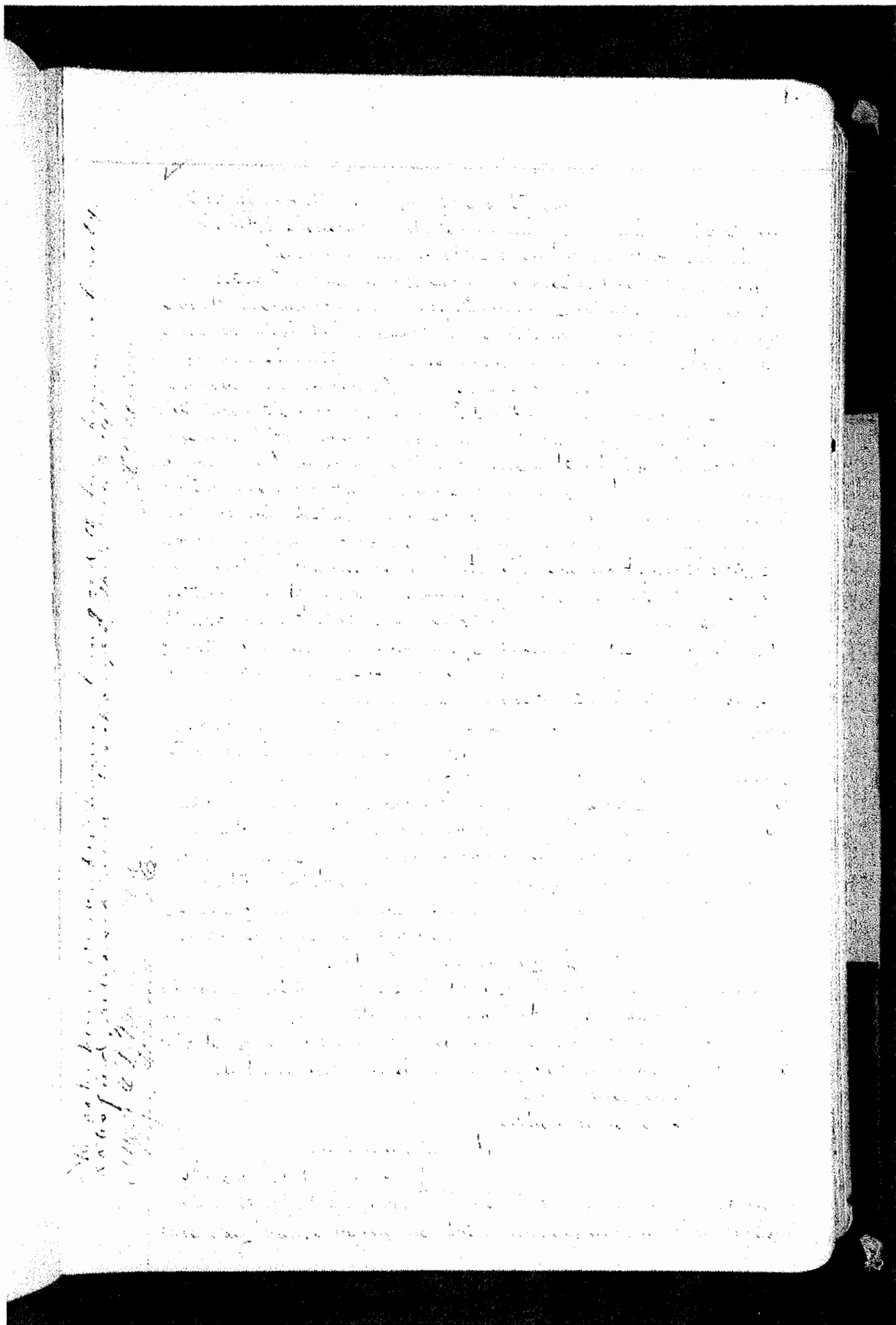
Sample #2B – Fully restored Photostat record book with marginal notes and white label 29

Sample #3A – Handwritten Grantor/Grantee index original with faded ink 30

Sample #3B – Processed Handwritten Grantor/Grantee index original with faded ink..... 31

Sample #4A – Map with faded text and glue wrinkles..... 32

Sample #4B – Converted map with faded text and glue wrinkles 33



The notes herein described having been put to the line herein is hereby
dated, paid, released and discharged this 23rd day of Nov. 1902.
Attest: J. W. Morgan
Notary Public

J. W. Allen + Wife, Warrantly Deed.
LaFite F. Bialeschki, With Sin and Relinquishment of Lower
Know all men by these presents; That we, J. W. Allen
and Bertie G. Allen, his wife, for and in consideration of the sum of
Twenty six hundred and forty (\$2640.00) Dollars, paid and to
paid by LaFite F. Bialeschki as follows, to-wit: Thirteen hun-
dred and Twenty # Dollars cash in hand (the receipt of which
is hereby acknowledged), and Two promissory notes of even
date herewith for the sum of \$660.00 each, due on or before
one and two years after date respectively (Interest payable
annually) bearing interest from date until paid, at the
rate of six per cent per annum, do hereby grant, bargain and sell
unto the said LaFite F. Bialeschki and unto his heirs and assigns
forever the following lands lying in the County of Arkansas
and State of Arkansas, to-wit: The southeast quarter 8 1/4 of
Section Thirty six (36) in Township Five (5) South Range Three
(3) West, and the North half (N 1/2) of the North east quarter (NE 1/4)
of Section One (1) in Township Six (6) South Range Three (3)
West, containing 240 acres, according to government survey.

To have and to hold the same unto the said LaFite F. Bialeschki and unto his heirs and assigns forever, with all appurtenances thereto belonging.

And we hereby covenant with the said LaFite Bialeschki that we will forever warrant and defend the title to said lands against all claims whatever, and that said lands are free from all liens and incumbrances. It being herein expressly understood that a lien is hereby retained upon said lot or parcel of land to secure the payment of residue of the purchase money hereinbefore mentioned.

And I Bertie G. Allen, wife of the J. W. Allen, for and in consideration of the said sum of money, do hereby release and relinquish unto the said LaFite F. Bialeschki all my rights of dower and homestead in and to the said lands.

Witness our hands and seals on this 14th day of Nov. 1902.

J. W. Allen, (L.S.)
Bertie G. Allen, (L.S.)

Acknowledgment:
State of Arkansas, ss.
County of Arkansas. Be it remembered, That on
this day came before me, the undersigned, a Notary Public,

800 155 473

Book 1, Page 473

#11654

Book 13 1/29

RELEASED OF MORTGAGES

For and in consideration of full payment and complete satisfaction of the debts therein named, First National Bank, Gravette, Arkansas, a Corporation, does hereby release the following named and described mortgages to-wit:

One dated December 2, 1925, Filed for Record No. 10,000, 1925 at 1:30 o'clock P.M. and Recorded in Book 1, Page 473. Given by Samuel Addington and Ella Addington, his wife to First National Bank, Gravette, Arkansas for the sum of \$1500.00 and secured by the following described real estate and premises, to-wit:

Lot 2 and the NW 1/4 of the NE 1/4 and the NW 1/4 of the SW 1/4 and the Southwest 10 acres of Lot 1 and the NW 1/4 of the NE 1/4 and the SE 1/4 of the SW 1/4 of Section 14, T. 21 N. R. 24 E. Township 21 North and Range 24 East, containing 10 acres, more or less.

And another one Dated November 21st, 1924, Filed for Record No. 9,999, 1924 at 10 o'clock A.M. and Recorded in Book 1, Page 473. Given by Samuel Addington and Ella Addington, his wife to First National Bank, Gravette, Arkansas for the sum of Seven Hundred and No/100 (\$700.00) and secured by the following described real estate and premises, to-wit:

Lot 2 and the SW 1/4 of the NE 1/4 and the NW 1/4 of the SW 1/4 and the Southwest 10 acres of Lot 1 and the NW 1/4 of the NE 1/4 and the SE 1/4 of the SW 1/4 of Section 14, T. 21 N. R. 24 East, containing 10 acres, more or less.

all located in Delaware County, Arkansas.

IN WITNESS WHEREOF, the said First National Bank, a Corporation, caused this release to be signed, sealed and attested by its officers, this 27th day of November, 1925.

Attest: Joel M. Reuter Secretary.

FIRST NATIONAL BANK, GRAVETTE, ARKANSAS

STATE OF ARKANSAS, }
County of Benton, } 1925.

27 Before me, a Notary Public in and for said State of Arkansas, on the 27th day of November, 1925, personally appeared Samuel Addington to me known to be the identical person, who subscribed the name of maker thereof to the foregoing instrument as its maker, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand and official seal the day and date first above written.
My commission expires May 2, 1926

Robert J. ...
Notary Public

BOOK 155 PAGE 473

Book 155 page 473
#11654
Notary Seal: J. M. McAllister, Notary Public, Benton, Ark.

RELEASES OF MORTGAGES.

For and in consideration of full payment and complete satisfaction of the debts therein named, First National Bank, Gravette, Arkansas, a Corporation, does hereby release the following named and described mortgages to-wit:

One dated December 2, 1925, Filed for record December 2nd, 1925 at 1:30 o'clock P.M. and Recorded in Book 84 at Page 284. Given by Samuel Addington and Ellen Addington, husband and wife to First National Bank, Gravette, Arkansas for the sum of \$1500.00 and secured by the following described real estate and premises, to-wit:

Lot 2 and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, and the Southwest 10 acres of Lot 1 and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, all in Township 21 North and Range 24 East. Containing 160 acres, more or less.

And another one Dated November 21st, 1938, Filed for Record November 23, 1938 at 10 o'clock A.M. and Recorded in Book 120 at Pages 170 and 171 Given by Samuel Addington and Ellen Addington, husband and wife to First National Bank, Gravette, Arkansas for the sum of Seven Hundred and No/100 (\$700.00) and secured by the following described real estate and premises, to-wit:

Lot 2 and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, and the Southwest 10 acres of Lot 1 and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, all in Township 21 North and Range 24 East. containing 160 acres, more or less.

all located in Delaware County, Oklahoma.

IN WITNESS WHEREOF, the said First National Bank, a corporation has caused this release to be signed, executed and delivered by its proper officers, this 27th day of November, 1943.

Attest: J. M. McAllister
Secretary.

FIRST NATIONAL BANK, Gravette, Arkansas.
By J. M. McAllister
Vice President.

STATE OF ARKANSAS, }
County of Benton.. }..SS.

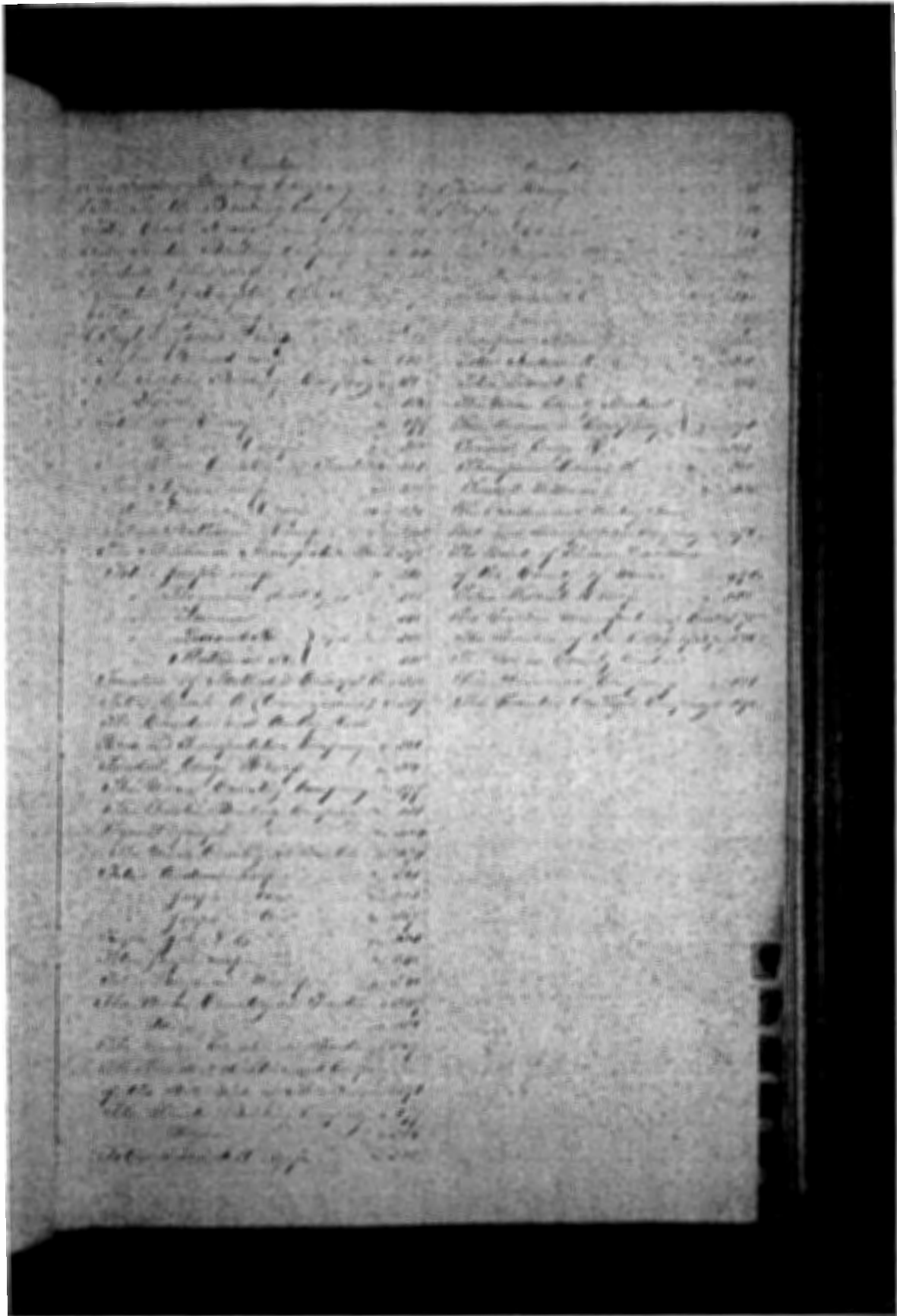
Before me, a Notary Public in and for said County and State, on this 27 day of November, 1943, personally appeared J. M. McAllister, to me known to be the identical person, who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand and official seal the day and date above written.

My commission expires May 2 1946

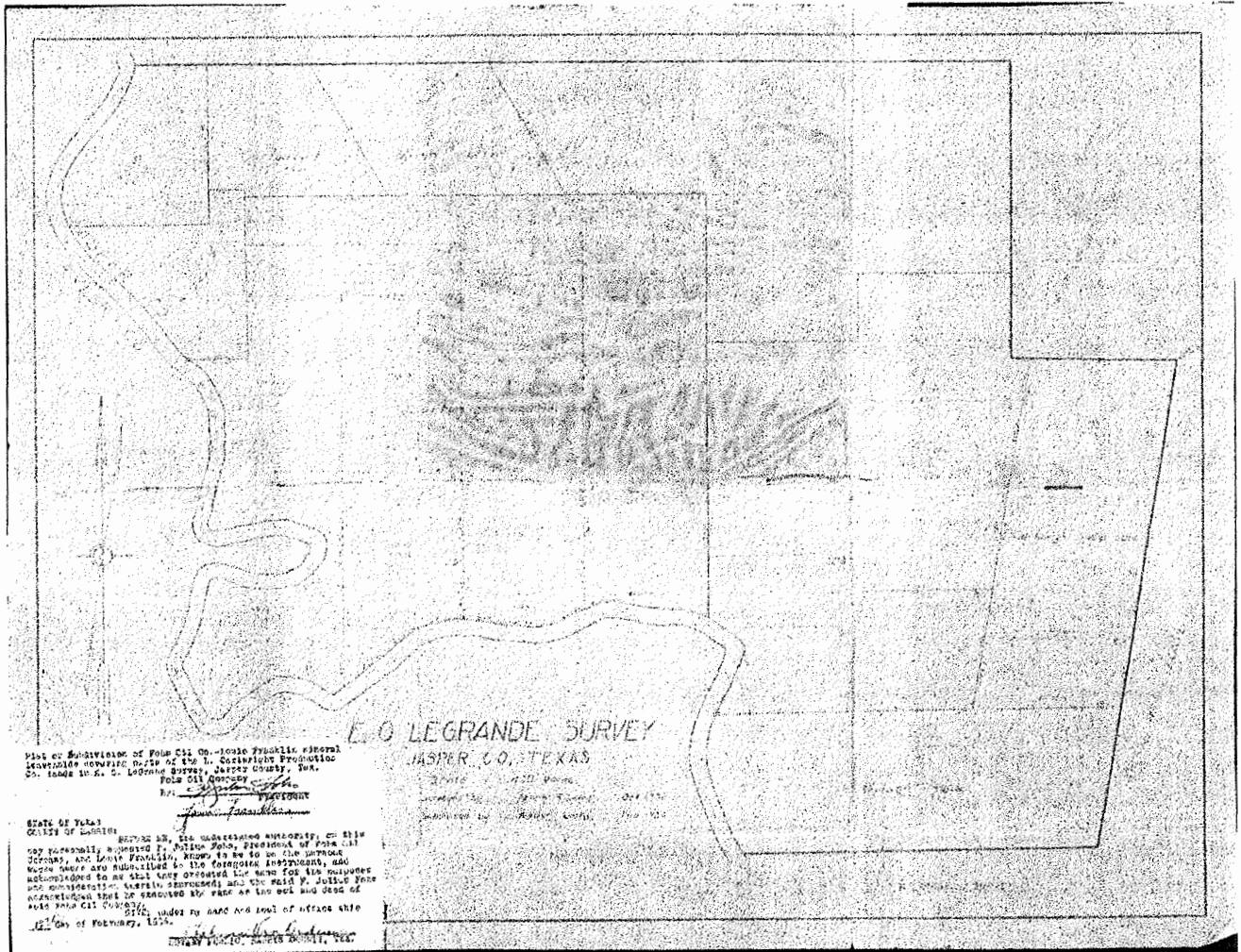
J. M. McAllister
Notary Public.

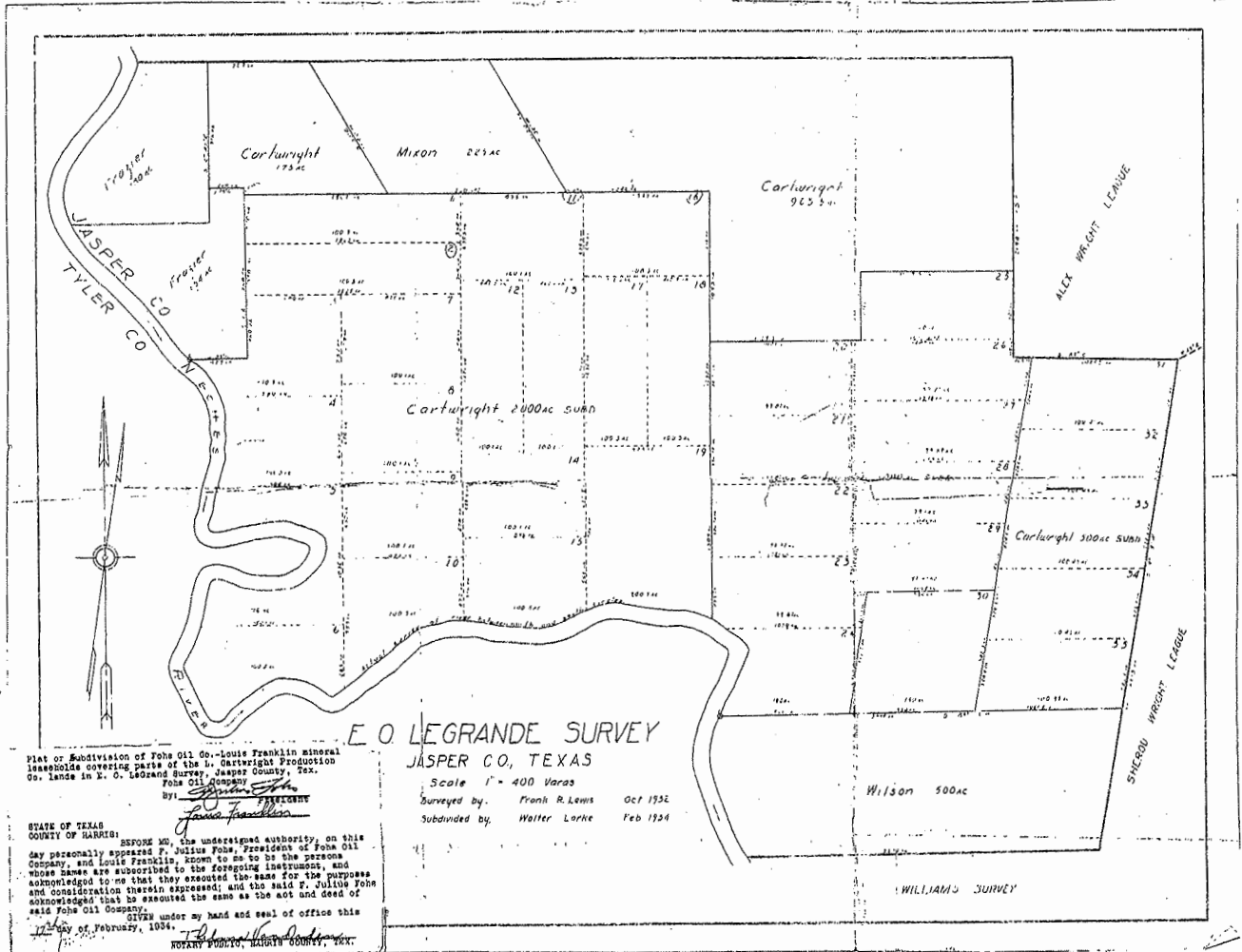
Sample #3A - Handwritten Grantor/Grantee index original with faded ink



Sample #3B - Processed Handwritten Grantor/Grantee index original with faded ink

Grantors		Grantees	
✓ The Trenton Banking Company	+ 9	✓ Sindall Henry	x 68
✓ The Trenton Banking Company	+ 11	✓ Taylor John	x 72
✓ Titus Casch A wife (widow of S. Golden)	+ 36	✓ Temple Eleanor	+ 114
✓ The Trenton Banking Company	+ 44	✓ Titus Benjamin W	+ 223
✓ Sindall John wife	+ 48	Dabne	x 235
✓ Trustees of Burlington Church	+ 70	Titus William R	+ 245
✓ Titus Joseph wife	+ 76	Danne	x 247
✓ Taylor James F wife	+ 82	Thompson Allen	+ 255
✓ Taylor Howard wife	+ 122	Titus Andrew R	+ 256
✓ The Trenton Banking Company	+ 151	Titus Liscomb R	+ 264
Danne	+ 172	The Mercer County Mutual	
✓ Titus Wm R wife	+ 199	The Assurance Company	+ 291
" " William R wife	+ 200	Sindall George H	+ 363
The Mercer Cemetery at Trenton	321	Thompson Daniel S	+ 381
Miss Stephen wife	+ 322	Sindall William	+ 436
Titus Andrew R wife	+ 323	The Camden and Amboy Rail	
Titus Nathaniel R wife	+ 245	Road and Transportation Company	+ 473
The Mechanics & Manufacturers Bank	298	The Board of Common Freeholders	
Titus Joseph wife	+ 316	of the County of Mercer	+ 490
" Benjamin dead by ex"	318	Titus Liscomb R wife	+ 532
" Herman	318	The Trenton Manufacturing Company	+ 575
" Liscomb R	318	The Trustees of the College of N. J.	+ 580
" Nathaniel H	+ 318	The Mercer County Mutual	
Trustees of Methodist Episcopal Ch.	328	The Assurance Company	+ 581
Titus Amos A (Commissioner)	+ 329	The Trenton Gas Light Company	+ 590
The Camden and Amboy Rail			
Road and Transportation Company	+ 381		
Sindall George H wife	+ 386		
The Mercer Cemetery Company	+ 397		
The Trenton Banking Company	+ 421		
Byrrell Joseph	+ 454		
The Mercer Cemetery at Trenton	+ 474		
Titus Andrew wife	+ 501		
" Joseph Com	+ 508		
" Joseph Com	+ 507		
Taylor John L ex"	+ 535		
Titus Joseph wife	+ 540		
Titus Benjamin W wife	+ 540		
The Mercer Cemetery at Trenton	+ 549		
Danne	+ 550		
The Mercer Cemetery at Trenton	+ 569		
The President directors and company			
of the State Bank at New Brunswick	571		
The Trenton Banking Company	+ 577		
Danne	+ 584		
Titus Liscomb R wife	+ 586		





Boone County Purchasing



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

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

October 19, 2018

Sutterfield Technologies
104 South 10th Street
Duncan, OK

Via E-mail: richard@sut-tech.com

RE: Best and Final Offer (BAFO) Request #3 to RFP 30-20JUL18 – On-Site Scanning Services

Dear Mr. Sutterfield:

This letter shall constitute an official request by the County of Boone - Missouri to continue competitive negotiations with your organization. The two previous Best and Final Offer requests have addressed adding on-site scanning work for other Boone County offices. It has been determined that the additional work for the Resource Management Department, the Prosecuting Attorney's Office, as well as potentially any other Boone County office will be solicited via a separate Request for Proposal. This third Best and Final Offer request removes reference to on-site scanning for any other Boone County Office besides the Boone County Recorder's Office. Your patience is appreciated as this third BAFO Request is addressed by your company. Your company will be notified when the separate RFP for on-site, and off-site scanning work is released for other Boone County Offices. In this light, your Best and Final Offer #3 response should focus solely on the five projects defined for the Boone County Recorder's Office.

Included with this letter are four attachments: The first attachment is a Best and Final Offer Request #3 Form for this Request for Proposal. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed BAFO response.

The second attachment is a BAFO #3 RFP Revisions List that identifies changes and revisions made to the Request for Proposal. Said changes are part of this Best and Final Offer Request. Your Best and Final Offer #3 response shall acknowledge the revisions. You may do so by specifically incorporating a direct response in your Best and Final Offer to each revision, or you may acknowledge your acceptance of all revisions by signing the Best and Final Request #3 form.

The third attachment is a list of concerns, and the fourth attachment is the pricing attachment referred to in question #2 in the list of concerns.

As before, in your response to BAFO Requests #2 and #1, you may make any modification, addition, or deletion deemed necessary to your proposal. It is not necessary for you to resubmit your entire proposal.

Please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing. Also, make sure your response to this BAFO request addresses the latest version of each paragraph/exhibit of the RFP.

Please provide a *written sealed response* no later than by **Noon (12:00 P.M.) on October 24, 2018**. Your company's Best and Final Offer will be subject to evaluation in addition to the original proposal.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to me, the Buyer of Record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this request, please call (573) 886-4392 or e-mail lpalazzolo@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

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

cc: Evaluation Committee Members
RFP File

Attachments: Best and Final Offer (BAFO) #3 Form, BAFO #3 Revisions List, BAFO #3 List of Concerns, and Pricing Attachment

BEST AND FINAL OFFER FORM #1

BOONE COUNTY, MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: *RFP 30-20JUL18 – On-Site Scanning Services*

BEST AND FINAL OFFER REQUEST #3

This Best and Final Offer (BAFO) is issued in accordance with the Instructions to Offerors and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By: _____
Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

BEST AND FINAL OFFER FORM #2
BOONE COUNTY - MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: *RFP 30-20JUL18 – On-Site Scanning Services*

BAFO #3 REQUEST REVISIONS LIST

This BAFO #3 Revisions List is hereby incorporated into and made a part of the Request for Proposal Documents. The offeror is reminded that receipt of this Revisions List must be acknowledged and submitted along with the Best and Final Offer via sealed mail to:

Boone County Purchasing
Attn: Liz Palazzolo
613 E. Ash Street
Columbia, Missouri 65201

OFFEROR RESPONSE TO CHANGED REQUIREMENTS: Requirements of **RFP 30-20JUL18 – On-Site Scanning Services** have been revised by the BAFO Request #3 as follows:

NOTE: All changes as a result of this BAFO request to existing text are noted in ***bolded and italicized*** font.

1. **DELETE** line items 68 through 108 to the Vendor Response and Pricing Pages added by BAFO Request #2. The County will pursue on-site scanning and off-site scanning work for other Boone County offices through a separate Request for Proposal that will be released in the near future.
2. **DELETE** paragraph 2.2.3 added by BAFO Request #2.
3. Paragraph 3.1.1 is **REVISED** as follows (***text deleted***):

3.1.1 The contractor shall perform on-site scanning services for the Boone County Recorder of Deed's Office pursuant to requirements stated herein.
4. **DELETE** paragraph 3.1.5, and sub-paragraphs 3.1.5(a), 3.1.5(a)(1), 3.1.5(a)(2), and 3.1.5(a)(3) added by BAFO Request #1.
5. **DELETE** paragraph 3.2.26(c), and sub-paragraphs (i) through (xiv) added by BAFO Request #2.
6. **REPLACE** paragraph 3.2.26 as follows (***text deleted***):

3.2.26 **Invoices:** The contractor must submit itemized invoices for completion of requested service. Payment will be made within thirty (30) calendar days from receipt of an accurate monthly statement. The contractor's invoice must note any amount and invoices that are past due.

BEST AND FINAL OFFER FORM #3

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: RFP 30-20JUL18 – On-Site Scanning Services

SUTTERFIELD TECHNOLOGIES

BEST AND FINAL OFFER REQUEST #3

Concerns

1. Regarding the warranty Sutterfield Technologies offers, the proposal says “We will comply or exceed the warranty expected by the county...We welcome questions and will try our best to make corrections for any problems found with our work indefinitely...” The County assumes that the warranty offers to make a correction indefinitely at no additional cost.

In its BAFO #2 Response, Sutterfield Technologies must confirm that corrections will be made indefinitely at no additional cost to the County.

2. In price checking the unit pricing quoted with estimated quantities and totals quoted for each project in Sutterfield Technologies’ BAFO #1 Response, the County reaches different totals for Projects 3 and 4. The attached spreadsheet documents the variances.

In its BAFO #2 Response, Sutterfield Technologies must reconcile the itemized unit pricing as extended with the quoted total project price for Projects 3 and 4. The itemized pricing shall match total quoted pricing for each project.

Price Check	QTY	Sutterfield Technologies Unit Price	Sutterfield Technologies Extended Price
Ute Item	PER DIEM	\$	\$
2	46,080	0.285	13,132.80
3	46,080	0.018	829.44
4	46,080		
5	46,080		
6	46,080	0.015	691.20
7	4,608	0.15	691.20
8	4		
9	1		
	One time deployment/implementation fee		
TOTAL PROJECT 1		15,344.64	15,344.64
	PER DIEM	\$	\$
12	293,760	0.285	83,721.60
13	293,760	0.018	5,287.68
14	293,760		
15	293,760		
16	117,504	0.011	1,292.54
17	411,264	0.020	8,225.28
18	411,264	0.020	8,225.28
19	29,376	0.150	4,406.40
20	235,008	0.013	3,055.10
21	2		
22	1		
TOTAL PROJECT 2		114,213.89	114,213.89
	PER DIEM	\$	\$
25	173,815	0.107	18,598.21
26	173,815	0.018	3,128.67
27	173,815		
28	173,815		
29	60,480	0.011	665.28
30	234,295	0.020	4,685.90
31	234,295	0.020	4,685.90
32	17,382	0.150	2,607.30
33	120,960	0.013	1,572.48
34	7,929	0.150	1,189.35
35	2		
36	1		
TOTAL PROJECT 3		37,133.01	37,133.09
	PER DIEM	\$	\$
39	48,645	0.285	13,863.83
40	48,645	0.018	875.61
41	48,645		
42	48,645		
43	24,323	0.011	267.55
44	72,968	0.020	1,459.36
45	72,968	0.020	1,459.36
46	4,865	0.150	729.75
47	48,646	0.013	632.40
48	7,297	0.150	1,094.55
49	2		
50	1		
TOTAL PROJECT 4		19,409.41	20,382.41
	PER DIEM	\$	\$
53	Doc Prep		
54	294,000	0.115	33,810.00
55	294,000	0.018	5,292.00
56	294,000		
57	294,000		
58	294,000	0.010	2,940.00
59	294,000	0.010	2,940.00
60	29,400	0.150	4,410.00
61	2		
62	1		
TOTAL PROJECT 5		49,392.00	49,392.00

September 10, 2018

Boone County Purchasing
Attention: Liz Palazzolo – Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201

RE: BAFO Request #1 to RFP 30-20JUL18 – On-Site Scanning Services

Dear Ms. Palazzolo,

Thank you for including us in your BAFO round. We are pleased to provide the attached information in response to your latest request.

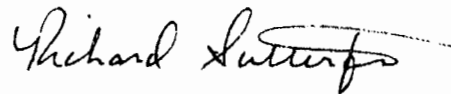
We would be happy to provide any additional information or additional samples if they are needed by the county to determine our suitability for this project. For additional information, or to advise that our bid has been accepted, you may contact me at (580) 656-2624 or by email at richard@sut-tech.com.

Also, please note that we have recently moved and our mailing address has changed. The current, correct address is 101 N 14th Street, Duncan, Oklahoma, 73533. This change has been made on the BAFO company information page also.

The following pages are copies of your BAFO Request Form with the information provided for each section. Any sections that were not specifically requested from the original have not been repeated.

Thank you for the opportunity to present a bid on these services.

Sincerely,



Richard Sutterfield

Owner

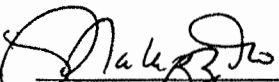
**BEST AND FINAL OFFER FORM #1
BOONE COUNTY, MISSOURI**

PROPOSAL NUMBER AND DESCRIPTION: RFP 30-20JUL18 – On-Site Scanning Services

BEST AND FINAL OFFER FORM #1

This Best and Final Offer (BAFO) is issued in accordance with the Instructions to Offerors and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By: 
Liz Palazzolo, C.P.O., C.P.M.
Senior Buyer

Company Name: Sutterfield Technologies, Inc.

Address: 101 N 14th Street

Duncan, Oklahoma 73533

Telephone: (580) 786-4390 Fax: (866) 696-0551

Federal Tax ID (or Social Security #): 46-4346898

Print Name: Richard Sutterfield Title: Owner/CEO

Signature:  Date: 09/10/2018

E-mail: richard@sut-tech.com

BAFO #1 REVISIONS LIST

This BAFO #1 Revisions List is hereby incorporated into and made a part of the Request for Proposal Documents. The offeror is reminded that receipt of this Revisions List must be acknowledged and submitted along with the Best and Final Offer via sealed mail to:

Boone County Purchasing
Attn: Liz Palazzolo
613 E. Ash Street
Columbia, Missouri 65201

OFFEROR RESPONSE TO CHANGED REQUIREMENTS: Requirements of RFP 30-20JUL18 – On-Site Scanning Services have been revised by the BAFO Request #1 as follows:

NOTE: All changes as a result of this BAFO request to existing text are noted in *bolded and italicized* font.

1. Paragraph 3.2.7 has been REVISED as follows:

3.2.7 USB Hard Drives: All completed formatted images including the poor-quality image report must be copied to two (2) sets of external USB hard drives. *One hard drive will be shipped to the County for review and on-site back-up, and one set will be stored at no cost by the contractor for additional processing and off-site back-up.*

Comment [RS1]: This change has been noted and will be accommodated with no additional charge to the county. In addition, Sutterfield Technologies, unless otherwise instructed, retains customer data and images from projects such as this one, on two separate archive hard drives, indefinitely. Periodically, the archive drives used to store archived jobs are tested and replaced if any early indications of drive failure are found.

2. ADD paragraph 3.1.5 as follows:

3.1.5 *The contractor shall understand and agree that other departments/offices of the County may request on-site scanning services. The contractor shall agree to perform on-site scanning services for other departments/offices of the County upon request at then-current unit pricing as stated on the Vendor Response and Pricing Pages of the contract.*

Comment [RS2]: Sutterfield Technologies agrees to perform on-site scanning services such as are described in this response for any other office in the county at the same then-current price quoted on this response.

3. ADD paragraph 3.1.5 (a) as follows:

3.1.5 (a) *The Resource Management Department anticipates requesting on-site scanning services as described in Attachment Three which is added to the contract. In addition, the following requirements shall apply to on-site scanning work performed for the Resource Management Department:*

- 1) *The same document cannot be scanned multiple times for a single record.*
- 2) *The contractor shall understand and agree that 24x7 access is not possible for on-site scanning for the Resource Management's projects. Resource*

Management only allows access of its records for on-site scanning from 8:30 A.M. – 4:30 P.M.

- 3) **The finished product from the contractor shall be indexed to Resource Management's specifications and must interface with the County's RVI system at no additional charge to the County. The contractor must coordinate with the County's IT Department in order to accomplish the RVI interface.**

Comment [RS3]: Sutterfield Technologies response to this added section is described on Attachment Three to RFP 30-20JUL18 – On-Site Scanning Services.

4. Paragraph 4.5.7 has been **REVISED** as follows:

- 4.5.7 **Samples: The vendor is strongly encouraged to submit samples of completed scanning work as part of their Best and Final Offer with a "before" and "after" view similar to the work the County requests in this RFP. If not submitted, Boone County reserves the right to request samples as part of the evaluation process, i.e., before any contract award(s) is made. Boone County also reserves the right not to request a sample for evaluation if the County is otherwise familiar with the offeror's work or deems a sample unnecessary for further evaluation. Boone County will provide data electronically to the offeror, and the offeror must be able to convert the image to microfilm and return it to the County for inspection within the time-frame specified by the County. Failure to provide a sample may negatively impact the evaluation of the offeror's proposal. The offeror must understand and agree that all samples must be furnished free of expense to the County, and that the sample will not be returned by the County.**

Comment [RS4]: Samples have been provided in Appendix A – Samples.

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

BAFO REQUEST #1 VENDOR RESPONSE AND PRICING PAGES

The offeror is advised to complete the following pages as part of the offeror's Best and Final offer #1 Response. If previously submitted information does not change as a result of this BAFO Request #1, then the offeror has the option of not completing the following pages. HOWEVER, THE OFFEROR IS ADVISED THAT ADDITIONAL INFORMATION REQUESTS HAVE BEEN INCORPORATED HEREIN, AND THE OFFEROR IS ADVISED TO PROVIDE THE ADDITIONAL INFORMATION BEING REQUESTED AS A RESULT OF THIS BAFO REQUEST – SEE THE BOLDED AND ITALICIZED FONT.

5.3 PRICING:

Scanning Services: The offeror must price all line items. The offeror must submit firm, fixed pricing for each line item that includes all labor, materials, equipment, supplies and other costs for provision of services as defined herein.

The offeror is advised not to include freight and shipping into any pricing quoted. The County will reimburse for actual freight and shipping.

Project 1: Scan Index to Deed Books On-Site

The following describes the material that shall be scanned as Project 1:

Bound Books

42 Books @ 640 Index Pages Per Book (Index to Deeds 1821 – 1960) = 26,880 Pages

Oversized Mechanical Books

30 Books @ 640 Index Pages Per Book (Index to Deeds 1960-1984) = 19,200 Pages

Poor Images

46,080 Images @ 10% Poor Quality = 4,608 Poor Images

The offeror must complete the following for Project 1:

Line Item 1: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$Included in Scanning Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 1: 2.

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<u>Number of Days to Complete On-Site Scanning</u>	<u>Number of Days to Complete Off- Site Processing</u>	<u>Finish Date:</u> Total Number of Days to Complete Project 1 and to deliver finished work product to the County (total days start to finish)
Project 1: Scan Index to Deed Books On- Site	<u>30/calendar days ARO to begin Project 1 Scanning work</u>	<u>7/calendar days on-site scanning work for Project 1</u>	<u>30/calendar days off-site processing for Project 1</u>	<u>67 Calendar Days - total number of calendar days start to finish to complete and deliver finished work product for Project 1</u>

Line Item	Quantity	Description	Firm, Fixed Price
2.	46,080 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ <u>0.285</u> Per Image
3.	46,080 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ <u>0.018</u> Per Image
4.	46,080 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ <u>Included</u> Per TIFF
5.	46,080 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>Included</u> Per TIFF
6.	46,080 Images	Firm, fixed price per TIFF to tab index/book page #	\$ <u>0.015</u> Per TIFF
7.	4,608 Images	Firm, fixed price per TIFF to enhance poor quality	\$ <u>0.150</u> Per TIFF
8.	Offeror to Quantify Number of Hard Drives	USB Hard Drive	\$ <u>Included</u> Per Each

	Needed for Project Below:		
9.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
10. GRAND TOTAL PRICE PROJECT 1: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 1 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$ 15,344.64

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Continued on Next Page

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project 2: Scan Bound Official Record Books On-Site

The following describes the material that shall be scanned as Project 2:

Bound Books

- 219 Books @ 640 Pages Per Book (Deed Volumes A-219) = 140,160 Images
- 221 Books @ 640 Pages Per Book (Deed of Trust Volumes 1-221) = 141,440 Images
- 19 Books @ 640 Pages Per Book (Marriage Volumes 1-19) = 12,160 Images

Poor Images

- 293,760 Images @ 10% Poor Quality = 29,376 Poor Images
- 293,760 Images @ 40% Multiple Documents Per Page = 117,504 Multi-Docs

The offeror must complete the following for Project 2:

Line Item 11: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: **\$ Included in Scanning Per Diem Per Person**

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 2: 2 .

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<u>Number of Days to Complete On-Site Scanning</u>	<u>Number of Days to Complete Off-Site Processing</u>	<u>Finish Date:</u> Total Number of Days to Complete Project 2 and to deliver finished work product to the County (total days start to finish)
Project 2: Scan Bound Official Record Books On-Site	<u>30</u> /calendar days ARO to begin Project 2 Scanning work	<u>21</u> /calendar days on-site scanning work for Project 2	<u>60</u> /calendar days off-site processing for Project 2	<u>120</u> Calendar Days - total number of calendar days start to finish to complete and deliver finished work product for Project 2

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Line Item	Quantity	Description	Firm, Fixed Price
12.	293,760 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ 0.285 Per Image
13.	293,760 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ 0.018 Per Image
14.	293,760 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ <u>Included</u> Per TIFF
15.	293,760 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>Included</u> Per TIFF
16.	117,504 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$ 0.011 Per TIFF
17.	411,264 Images	Firm, fixed price per TIFF to single group and index	\$ 0.020 Per TIFF
18.	411,264 Images	Firm, fixed price per TIFF to double group, index and verify	\$ 0.020 Per TIFF
19.	29,376 Images	Firm, fixed price per TIFF to enhance poor quality	\$ 0.150 Per TIFF
20.	235,008 Images	Firm, fixed price per TIFF to mask unwanted documents	\$ 0.013 Per TIFF
21.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$ <u>Included</u> Per Each
22.	1	Shipping and Freight	To Be Reimbursed At Actual Cost

23. GRAND TOTAL PRICE PROJECT 2: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 2 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$ 114,213.89

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Continued on Next Page

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project 3: Scan Mechanical Official Record Books On-Site

The following describes the material that shall be scanned as Project 3:

Mechanical Books

- 83 Books @ 640 Pages Per Book (Deed Volumes 220-302) = 53,120 Images
- 93 Books @ 640 Pages Per Book (Deed of Trust Volumes 222-314) = 59,520 Images
- 13 Books @ 640 Pages Per Book (Marriage Volumes 20-32) = 8,320 Images
- 42 Books @ 700 Photostat Pages Per Book (Deed of Trust Volumes 303-344, pg. 355) = 29,055 Images
- 34 Books @ 700 Photostat Pages Per Book (Deed Volumes 315-348) = 23,800 Images

Poor Images

- 173,815 Images @ 10% Poor Quality = 17,382 Poor Images
- 120,960 Images @ 50% Multiple Documents Per Page = 60,480 Multi-Docs
- 52,855 Images @ 15% Dual-Polarity/Marginal Notations Photostat = 7,929 Images

The offeror must complete the following for Project 3:

Line Item 24: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ Included in scanning Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 3: 2.

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<u>Number of Days to Complete On-Site Scanning</u>	<u>Number of Days to Complete Off-Site Processing</u>	<u>Finish Date:</u> Total Number of Days to Complete Project 3 and to deliver finished work product to the County (total days start to finish)
Project 3: Scan Mechanical Official Record Books On-Site	<u>30</u> /calendar days ARO to begin Project 3 Scanning work	<u>7</u> /calendar days on-site scanning work for Project 3	<u>45</u> /calendar days off-site processing for Project 3	<u>82</u> Calendar Days - total number of calendar days start to finish to complete and deliver finished work product for Project 3

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Line Item	Quantity	Description	Firm, Fixed Price
25.	173,815 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ 0.107 Per Image
26.	173,815 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ 0.018 Per Image
27.	173,815 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ <u>Included</u> Per TIFF
28.	173,815 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>Included</u> Per TIFF
29.	60,480 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$ 0.011 Per TIFF
30.	234,295 Images	Firm, fixed price per TIFF to single group and index	\$ 0.020 Per TIFF
31.	234,295 Images	Firm, fixed price per TIFF to double group, index and verify	\$ 0.020 Per TIFF
32.	17,382 Images	Firm, fixed price per TIFF to enhance poor quality	\$ 0.150 Per TIFF
33.	120,960 Images	Firm, fixed price per TIFF to mask unwanted documents	\$ 0.013 Per TIFF
34.	7,929 Images	Firm, fixed price per TIFF to reverse dual-polarity/marginal notations	\$ 0.150 Per TIFF
35.	Offeror to Quantify Number of Hard Drives Needed for Project	USB Hard Drive	\$ <u>Included</u> Per Each

	Below:		
36.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
37. GRAND TOTAL PRICE PROJECT 3: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 3 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$ 37,133.01

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

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BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project 4: Scan Mechanical Official Record Books On-Site

The following describes the material that shall be scanned as Project 4:

Bound Books

30 Books @ 700 Photostat Pages Per Book (Deed Volumes 344, pg. 356 -Volume 373) = 20,645 Images

40 Books @ 700 Photostat Pages Per Book (Deed of Trust Volumes 349-388) = 28,000 Images

Poor Images

48,645 Images @ 10% Poor Quality = 4,865 Poor Images

48,645 Images @ 50% Multiple Documents Per Page = 24,323 Multi-Docs

48,645 Images @ 15% Dual-Polarity/Marginal Notations Photostat = 7,297 Images

The offeror must complete the following for Project 4:

Line Item 38: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ Included in Scanning Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 4: 1.

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<u>Number of Days to Complete On-Site Scanning</u>	<u>Number of Days to Complete Off-Site Processing</u>	<u>Finish Date:</u> Total Number of Days to Complete Project 4 and to deliver finished work product to the County (total days start to finish)
Project 4: Scan Mechanical Official Record Books On-Site	<u>30</u>/calendar days ARO to begin Project 4 Scanning work	<u>10</u>/calendar days on-site scanning work for Project 4	<u>45</u>/calendar days off-site processing for Project 4	<u>65</u> Calendar Days - total number of calendar days start to finish to complete and deliver finished work product for Project 4

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Line Item	Quantity	Description	Firm, Fixed Price
39.	48,645 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ <u>0.285</u> Per Image
40.	48,645 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ <u>0.018</u> Per Image
41.	48,645 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ <u>Included</u> Per TIFF
42.	48,645 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>Included</u> Per TIFF
43.	24,323 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$ <u>0.011</u> Per TIFF
44.	72,968 Images	Firm, fixed price per TIFF to single group and index	\$ <u>0.020</u> Per TIFF
45.	72,968 Images	Firm, fixed price per TIFF to double group, index and verify	\$ <u>0.020</u> Per TIFF
46.	4,865 Images	Firm, fixed price per TIFF to enhance poor quality	\$ <u>0.150</u> Per TIFF
47.	48,646 Images	Firm, fixed price per TIFF to mask unwanted documents	\$ <u>0.013</u> Per TIFF
48.	7,297 Images	Firm, fixed price per TIFF to reverse dual-polarity/marginal notations	\$ <u>0.150</u> Per TIFF
49.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$ <u>Included</u> Per Each

50.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
51. GRAND TOTAL PRICE PROJECT 4: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 4 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$ 19,409.41

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

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BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18– On-Site Scanning Services

Project 5: Scan Marriage Licenses from Trifolds On-Site

The following describes the material that shall be scanned as Project 5:

Trifolds

196 Cans @ 10-inches per Canister = 1,960 Inches
1,960 Inches @ 75 Trifold Pages per Inch = 147,000 Pages
147,000 Images @ 100% pages with Backsides = 147,000 Backsides

Poor Quality Images

294,000 Images @ 10% poor quality = 29,400 Poor Images

The offeror must complete the following for Project 5:

Line Item 52: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: **\$ Included in scanning** Per Diem Per Person

Line Item 53: Quote a total, firm, fixed per hour price that includes all costs for on-site document preparation: **\$ Included in scanning** Per Hour

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 5: 3-4

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<u>Document Preparation:</u> The offeror shall indicate an estimated number of calendar days to conduct document preparation for Project 5	<u>Number of Days to Complete On-Site Scanning</u>	<u>Number of Days to Complete Off-Site Processing</u>	<u>Finish Date:</u> Total Number of Days to Complete Project 5 and to deliver finished work product to the County (total days start to finish)
Project 5: Scan Marriage Licenses from Tri-folds On-Site	<u>30</u>/calendar days ARO to begin Project 5 Scanning work	<u>Included in scanning</u> /calendar days for document preparation for Project 5	<u>40</u>/calendar days on-site scanning work for Project 5	<u>40</u>/calendar /calendar days off-site processing for Project 5	<u>110</u>/calendar days - total number of calendar days start to finish to complete and deliver finished work product for Project 5

Line Item	Quantity	Description	Firm, Fixed Price
54.	294,000 Images	Firm, fixed price per image to scan 300dpi JPEG image (Front & Back)	\$ <u>0.115</u> Per Image
55.	294,000 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ <u>0.018</u> Per Image
56.	294,000 Images	Firm, fixed price per TIFF to Remove Excess	\$ <u>Included</u> Per TIFF

		Borders	
57.	294,000 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>Included</u> Per TIFF
58.	294,000 Images	Firm, fixed price per TIFF to single group and index	\$ <u>0.010</u> Per TIFF
59.	294,000 Images	Firm, fixed price per TIFF to double group, index and verify	\$ <u>0.010</u> Per TIFF
60.	29,400 Images	Firm, fixed price per TIFF to enhance poor quality	\$ <u>0.150</u> Per TIFF
61.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$ <u>Included</u> Per Each
62.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
63. GRAND TOTAL PRICE PROJECT 5: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 5 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$ 49,392.00

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

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BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18– On-Site Scanning Services

Renewal Options:

The County must 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 a percentage is not proposed (i.e., left blank), or if it is quoted as zero (0%), the County must 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 (i.e., the first) 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.

64. Renewal Option Percentage Price Adjustment

1st Renewal Period: July 1, 2019 – June 30, 2020

1.5 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: X

OR Minimum Decrease: _____

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18– On-Site Scanning Services

65. Renewal Option Percentage Price Adjustment

2nd Renewal Period: July 1, 2020 – June 30, 2021

3.0 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: X

OR Minimum Decrease: _____

66. Renewal Option Percentage Price Adjustment

3rd Renewal Period: July 1, 2021 – June 30, 2022

4.5 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: X

OR Minimum Decrease: _____

67. Renewal Option Percentage Price Adjustment

4th Renewal Period: July 1, 2022 – June 30, 2023

6.0 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: X

OR Minimum Decrease: _____

5.4 Vendor's Experience and Reliability:

Company History: The vendor should describe in the available space the company's background in performing professional scanning services, e.g., when the company was founded, how long the company has been serving the Missouri market, etc:

Sutterfield Technologies, Inc. is an image service bureau that serves county and municipal government exclusively. Our company employs 30 technicians and indexing staff in serving those customers. Services include book restoration, digital imaging and indexing of county land records, licenses, birth/death certificates, court case documents and many other records unique to county/municipal government. We have been in business since 2012 and have processed over 30 million images in some manner for over 300 customers across the US during that time. We have completed projects for counties in Oklahoma, Texas, Arkansas, Nebraska, Kansas, New Jersey and Wisconsin. Our business goal is to provide quality and service to your county that will make us the only vendor that your county wishes to use for services such as those requested in this RFP.

The tools used by Sutterfield Technologies technicians to scan and process images are optimized for the quality required by counties for public records. These software tools, developed and are maintained by programming staff in our company, enable us to produce superior images from even the most difficult source documents (Photostats, bound books, faint handwritten pages).

We stand behind our work. As a result, nearly all of the counties we have done imaging services work for have called us back to complete additional projects. We have completed one project for a county that involved fully indexing all property records back to statehood and are in the process of completing multiyear projects to indexing records back to statehood for two other counties.

5.5 Proposed Method of Performance and Contractor Support

Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding the scanning work to be done:

A senior image technician will be assigned as project manager upon approval of this project. The project manager will be present on-site for all or most of the on-site work. The county will have direct contact information for the project manager. The county may also contact the owner of Sutterfield Technologies (Richard Sutterfield) directly, in the event the project manager is unavailable or not responsive.

Direct or Subcontracted Work:

Address in the space provided if on-site scanning services as described herein will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the scanning services. If any subcontractors are to be used, then identify the subcontractor by name and location.

All work for the projects on this RFP will be completed by employees of Sutterfield Technologies.

Warranty:

Address in the space provided warranty terms and length on labor and finished product the vendor offers on scanning services performed for the County:

We will comply or exceed the warranty expected by the county. In order to be able to provide support and remediation after completion of the project, images and data from each project will be retained for at least 2 (two) years after completion of the project. We welcome questions and will try our best to make corrections for any problems found with our work indefinitely (for example, we once provided images from a 4 year old project when another vendor failed to have the county's data and images backed up).

Response to Attachment Three to RFP 30-20JUL18 – On Site Scanning Services

[Sutterfield Technologies]

The Request for Proposals for On Site Scanning Services for the Boone County Resource Management Department contains details for projects that are formatted with much different information and specifications that the original RFP. Because of the difference in specifications, a unit pricing approach has been used to submit pricing for these projects.

The pricing submitted at the end of this document reflect per unit prices for the services listed. We anticipate the need to further clarify the scope and project requirements before work can commence for these projects. A set of concise steps has been offered as our best effort at describing an approach that will give the county the greatest benefit at the lowest price.

What follows describes the on-site scanning work anticipated by the Boone County Resource Management Department:

On-site scanning for the Resource Management Department would be comprised of multi-phase/year projects. Requirements about scanning for the Resource Management Department include the following:

- 1) The same document cannot be scanned multiple times for a single record.

[Sutterfield Technologies] We have priced our scanning for this project based on the assumption that only the best scan of any particular document should be delivered to the county and that there are no duplicated documents within each folder.

- 2) 24X7 access would not be possible for on-site scanning for the Resource Management's projects. Resource Management would only allow access of its records for on-site scanning from 8:30 A.M. – 4:30 P.M.

[Sutterfield Technologies] Yes, we understood that scanning technicians will only be able to work during the Resource Management Departments regular business hours.

- 3) The finished product from the contractor shall be indexed to Resource Management's specifications and must interface with the County's RVI system. The contractor must coordinate with the County's IT Department.

[Sutterfield Technologies] We are very familiar with numerous document management and imaging software systems and do not expect to have any difficulty indexing and formatting the data/images to meet the Resource Management Department's specifications.

Following are the steps we would propose following once the Resource Management Department is ready to begin the first project:

- ***On-site planning meeting – including Resource Management Department personnel familiar with documents and system specifications, County IT staff and Sutterfield Technologies***

project management & programming staff (this may be the same person) to formalize the project specifications (index requirements, image format, data delivery format, RVI import processes). The on-site scan date would be set as part of this meeting. At the end of this meeting, a Statement of Work would be created outlining the work to be completed and the anticipated total cost for the project using an estimate of the number of images (with a breakdown of images that are 12 x 18 or smaller and those that are larger) and the unit prices detailed below.

- *On-site scanning begins and a small sub-set of images will be transmitted to the Sutterfield Technologies Image Processing Lab in Duncan, Oklahoma to create the project sample for Boone County IT staff to review.*
- *While on-site scanning continues, the sample images will be processed to meet the specification determined in the planning stage. Data will be indexed based on the specification determined in the planning stage. A sample output file set of images and data will be provided to the Boone County IT Department (or to the specified destination defined during the planning stage). Any changes that are required will be documented through a change order with approval from the county.*
- *After scanning is complete, and the county has approved the sample, all images will be processed, indexed and prepared for delivery to the county. Any other vendor tasks detailed in the planning stage will be completed by Sutterfield Technologies (for example, if the county has provided technical details and access for us to actually perform the import, we will do so at this point.*

The following describes scanning projects for the Resource Management Department:

- 4) The **first scanning project** would be of Commercial Permits - #80001 (2002) – 81400 (2018). One record would have an average of 15 pages, some pages being single-sided and some being double-sided, and could contain documents of the following sizes:
 - a) 8.5 x 11
 - b) 8.5 x 5.5
 - c) 11 x 17
 - d) 7 x 8.5
 - e) 24 x 36
 - f) 24 x 42
- 5) The **second scanning project** would be the scanning of Residential Permits - #60000 (2004) - #67455 (2018). One record would have an average of 10 pages, some pages being single-sided and some being double-sided, and contain documents of the following sizes:
 - a) 8.5 x 11
 - b) 7 x 8.5
 - c) 8.5 x 5.5
 - d) 11 x 17 (occasionally)
 - e) 8.5 x 14 (occasionally)
- 6) For permits from 1987 – 2002/2004 Commercial Permits & Residential Permits will be intermingled; but have the same size pages
- 7) A **third scanning project** will be an additional small group of permits for “Small Cities.” These permits began in 1987, and they will include Commercial Permits intermingled with Residential Permits, but there are far more residential than commercial permits. The page sizes will be the same as for the first and second scanning projects described above.

[Sutterfield Technologies] The following price list is provided for the services we anticipate will be required for each of these projects described for the Resource Management Department.

<i>Description</i>	<i>Price</i>	<i>Per</i>	<i>Notes</i>
<i>Scan 8.5 x 11</i>	<i>\$0.085</i>	<i>Image</i>	<i>All scanning charges include document preparation (removing staples, extracting folded pages from envelopes, unfolding pages). Pages will be scanned and placed back in file folders in the original order.</i>
<i>Scan 8.5 x 5.5</i>	<i>\$0.085</i>	<i>Image</i>	
<i>Scan 11 x 17</i>	<i>\$0.085</i>	<i>Image</i>	
<i>Scan 7 x 8.5</i>	<i>\$0.085</i>	<i>Image</i>	
<i>Scan 24 x 36</i>	<i>\$0.335</i>	<i>Image</i>	
<i>Scan 24 x 42</i>	<i>\$0.335</i>	<i>Image</i>	
<i>Scan 8.5 x 14</i>	<i>\$0.085</i>	<i>Image</i>	
<i>Image Processing</i>	<i>\$0.025</i>	<i>Image</i>	<i>To convert to TIFF, PDF, etc</i>
<i>Indexing</i>	<i>\$0.007</i>	<i>Character</i>	
<i>On-Site Per Diem</i>	<i>\$144.00</i>	<i>Day/Person</i>	
<i>Project Management</i>	<i>\$86.00</i>	<i>Hour</i>	
<i>Programming Services</i>	<i>\$86.00</i>	<i>Hour</i>	
<i>Travel</i>	<i>\$550.00</i>	<i>Trip</i>	

Appendix A – Sample Images

The following pages have samples of images processed by Sutterfield Technologies for other counties.

Sample #1A – Original handwritten, bound record book.....	30
Sample #1B – Processed handwritten, bound record book.....	31
Sample #2A – Photostat record book with marginal notes and white label.....	32
Sample #2B – Fully restored Photostat record book with marginal notes and white label.....	33
Sample #3A – Handwritten Grantor/Grantee index original with faded ink.....	34
Sample #3B – Processed Handwritten Grantor/Grantee index original with faded ink	35
Sample #4A – Map with faded text and glue wrinkles	36
Sample #4B – Converted map with faded text and glue wrinkles	37

To be kept in the office of the Clerk of the Court in Boone County, Mo. until the 31st day of Dec. 1911.

J. M. Allen

J. M. Allen

I, J. M. Allen, Clerk of the Court, do hereby certify that the within and contained therein is a true and correct copy of the original of the same as the same was filed in my office on the 21st day of Dec. 1911.

Witness my hand and the seal of the Court at Boone, Mo., this 21st day of Dec. 1911.

J. M. Allen
 Clerk of the Court

State of Missouri,
 County of Boone.

Be it remembered that on this day came before me the undersigned, a Notary Public

The notes herein do not constitute having been prepared by the undersigned and do not constitute an acknowledgment of the same. J.W. Allen

J.W. Allen + Wife, LaFet F. Bialeschki. Warranty Deed

Know all men by these presents: That we, J.W. Allen and Bertie G. Allen, his wife, for and in consideration of the sum of Twenty six hundred and forty (\$2640.00) Dollars, paid and to paid by LaFet F. Bialeschki as follows, to-wit: Thirteen hundred and Twenty # dollars cash in hand (the receipt of which is hereby acknowledged), and Two promissory notes of even date herewith for the sum of \$660.00 each, due on or before one and two years after date respectively (interest payable annually) bearing interest from date until paid, at the rate of six per cent per annum, do hereby grant, bargain and sell unto the said LaFet F. Bialeschki and unto his heirs and assigns forever the following lands lying in the County of Arkansas and State of Arkansas, to-wit: The southeast quarter 8th of Section Thirty six (36) in Township Five (5) South Range Three (3) West, and the north half (N¹/₂) of the northeast quarter (N.E. ¹/₄) of Section One (1) in Township Six (6) South Range Three (3) West, containing 240 acres, according to government survey.

To have and to hold the same unto the said LaFet F. Bialeschki and unto his heirs and assigns forever, with all appurtenances thereto belonging.

And we hereby covenant with the said LaFet Bialeschki that we will forever warrant and defend the title to said lands against all claims whatever, and that said lands are free from all liens and incumbrances. It being herein expressly understood that a lien is hereby retained upon said lot or parcel of land to secure the payment of residue of the purchase money hereinbefore mentioned.

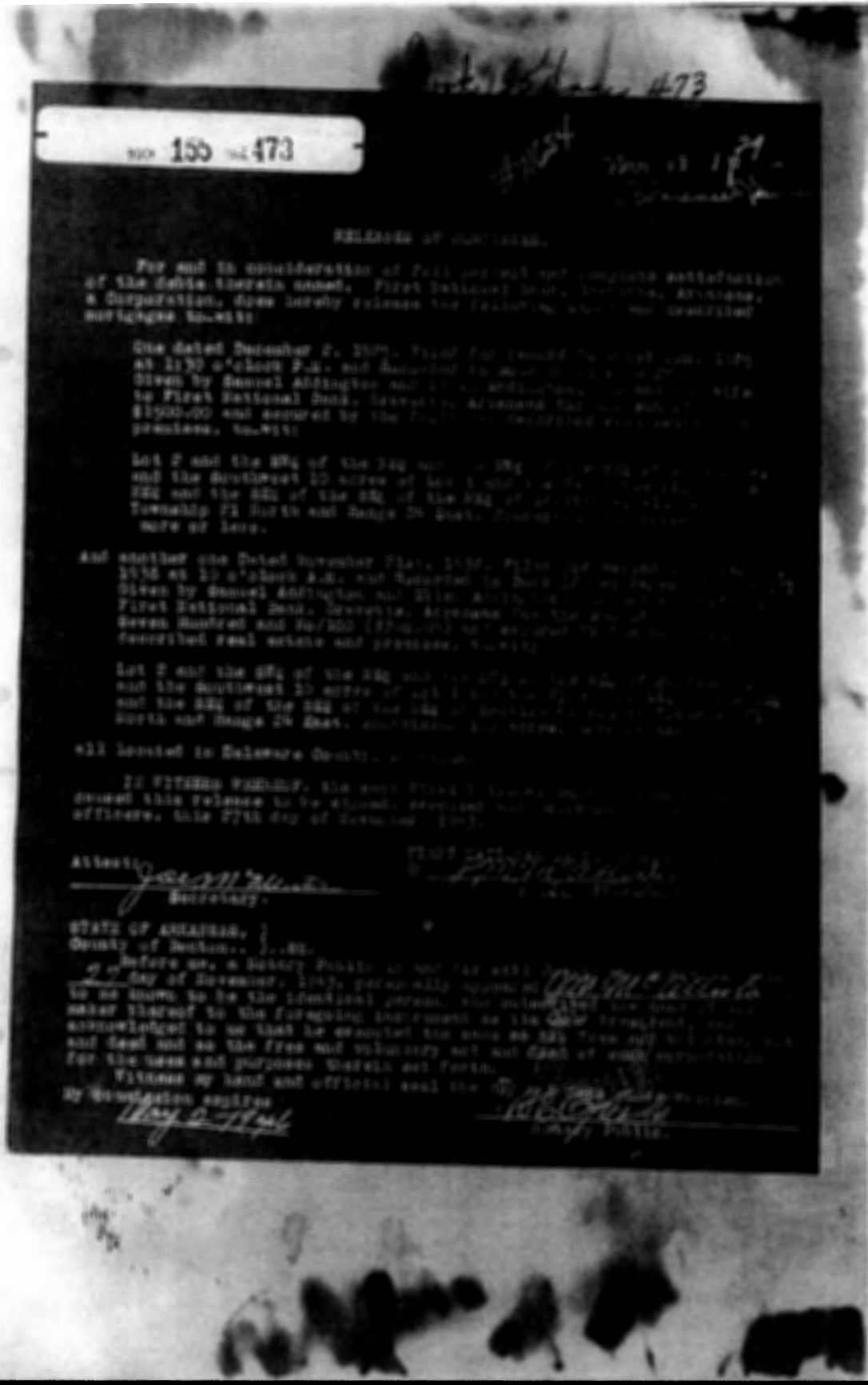
And I Bertie G. Allen, wife of the J.W. Allen, for and in consideration of the said sum of money, do hereby release and relinquish unto the said LaFet F. Bialeschki all my rights of dower and homestead in and to the said lands.

Witness our hands and seals on this 14th day of Nov. 1902.

J.W. Allen, (S.S.)
Bertie G. Allen, (S.S.)

Acknowledgment.

State of Arkansas. } ss.
County of Arkansas. }
This day came before me, the undersigned, a Notary Public,



NO 155 473

RELEASED BY MORTGAGE

For and in consideration of full payment and complete satisfaction of the debt therein named, First National Bank, Lawrence, Arizona, a Corporation, does hereby release the following described real estate to-wit:

One dated December 2, 1927, First National Bank, Lawrence, Arizona, at 11:30 o'clock P.M. and recorded in Book 12, Page 127, given by General Abington and Elsie Abington, his wife to First National Bank, Lawrence, Arizona for the sum of \$1500.00 and secured by the following described real estate to-wit:

Lot 2 and the SW 1/4 of the SW 1/4 of the SW 1/4 of Section 16 and the Southwest 1/4 corner of lot 1 and the SW 1/4 of the SW 1/4 of the SW 1/4 of the SW 1/4 of Section 16 Township 21 North and Range 24 East, Coconino County, Arizona, more or less.

and another one dated November 21st, 1927, First National Bank, Lawrence, Arizona, at 10 o'clock A.M. and recorded in Book 12, Page 128, given by General Abington and Elsie Abington, his wife to First National Bank, Lawrence, Arizona for the sum of Seven Hundred and No/100 (\$700.00) and secured by the following described real estate and premises, to-wit:

Lot 2 and the SW 1/4 of the SW 1/4 of the SW 1/4 of Section 16 and the Southwest 1/4 corner of lot 1 and the SW 1/4 of the SW 1/4 of the SW 1/4 of Section 16 Township 21 North and Range 24 East, Coconino County, Arizona, more or less.

all located in Coconino County, Arizona.

IN WITNESS WHEREOF, the said First National Bank, Lawrence, Arizona, caused this release to be signed, stamped and attested by its officers, this 27th day of November, 1927.

Attest: [Signature]
Secretary

[Signature]
First National Bank

STATE OF ARIZONA,
County of Maricopa, ss.

I, [Name], a Notary Public in and for the State of Arizona, do hereby certify that the foregoing instrument was acknowledged to me by the parties thereto as the free and voluntary act and deed of each and every one of them for the uses and purposes therein set forth.

Witness my hand and official seal this 27th day of November, 1927.

[Signature]
Notary Public

BOOK 155 PAGE 473

Book 155 page 473

#1654

RECORDED
INDEXED
NOV 27 1943
J. M. Allister

RELEASES OF MORTGAGES.

For and in consideration of full payment and complete satisfaction of the debts therein named, First National Bank, Gravette, Arkansas, a Corporation, does hereby release the following named and described mortgages to-wit:

One dated December 2, 1925, Filed for record December 2nd, 1925 at 1:30 o'clock P.M. and Recorded in Book 84 at Page 284. Given by Samuel Addington and Ellen Addington, husband and wife to First National Bank, Gravette, Arkansas for the sum of \$1500.00 and secured by the following described real estate and premises, to-wit:

Lot 2 and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, and the Southwest 10 acres of Lot 1 and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, all in Township 21 North and Range 24 East. Containing 160 acres, more or less.

And another one Dated November 21st, 1938, Filed for Record November 23, 1938 at 10 o'clock A.M. and Recorded in Book 120 at Pages 170 and 171 Given by Samuel Addington and Ellen Addington, husband and wife to First National Bank, Gravette, Arkansas for the sum of Seven Hundred and No/100 (\$700.00) and secured by the following described real estate and premises, to-wit:

Lot 2 and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, and the Southwest 10 acres of Lot 1 and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, all in Township 21 North and Range 24 East. containing 160 acres, more or less.

all located in Delaware County, Oklahoma.

IN WITNESS WHEREOF, the said First National Bank, a corporation has caused this release to be signed, executed and delivered by its proper officers, this 27th day of November, 1943.

Attest: J. M. Allister
Secretary.

FIRST NATIONAL BANK, Gravette, Arkansas.
By J. M. Allister
Vice President.

STATE OF ARKANSAS, }
County of Benton.. }..SS.

Before me, a Notary Public in and for said County and State, on this 27 day of November, 1943, personally appeared J. M. Allister, to me known to be the identical person, who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

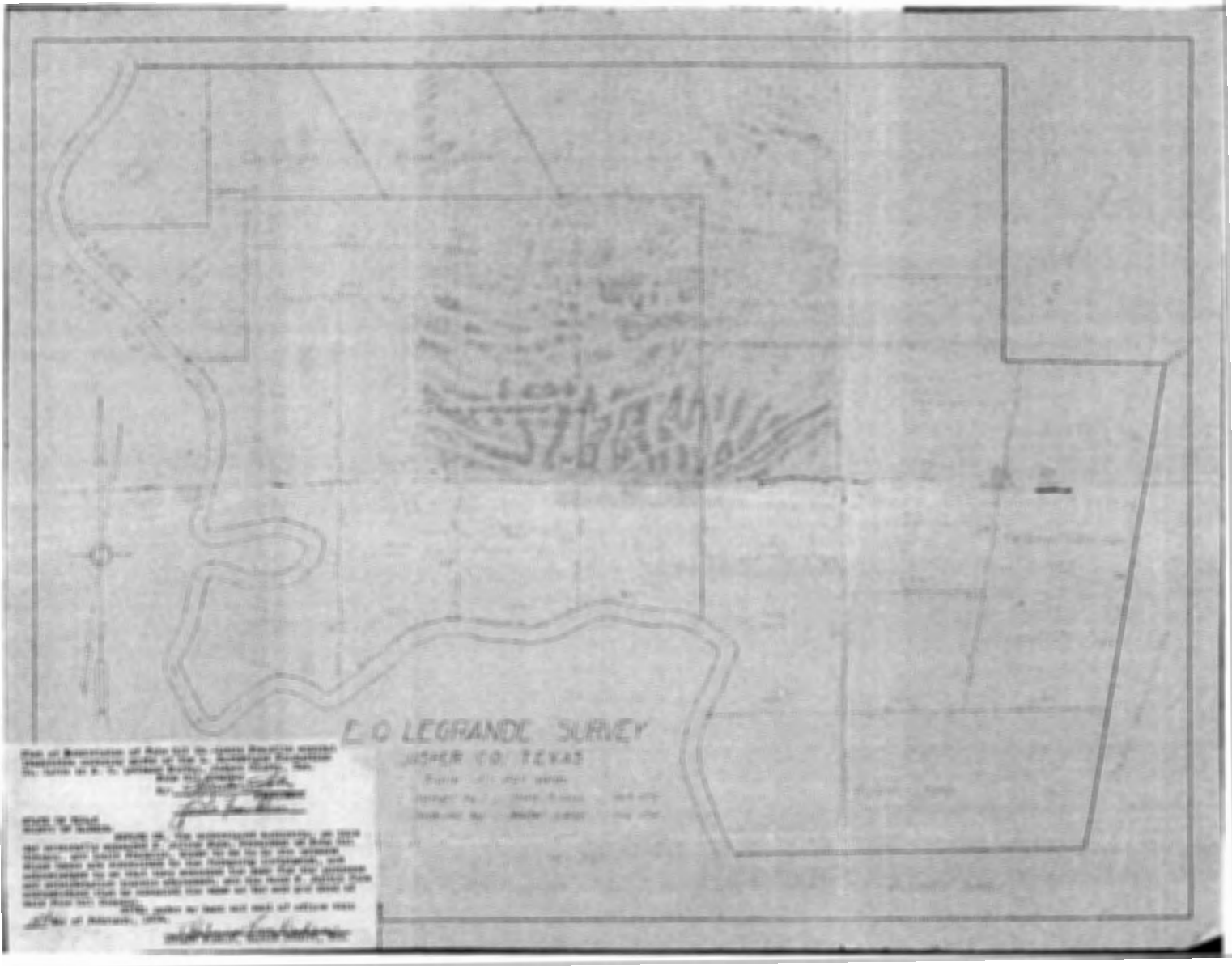
Witness my hand and official seal the day and date above written.

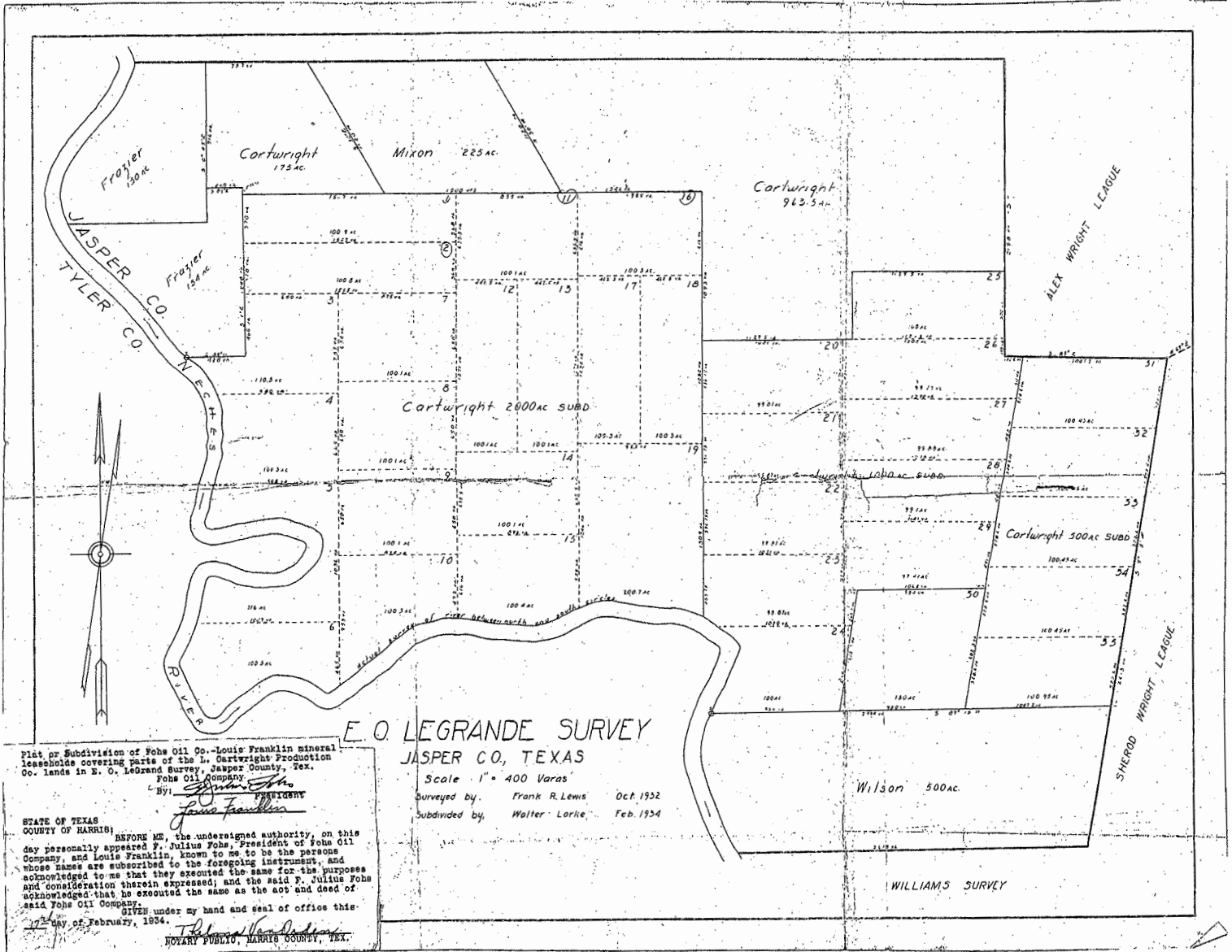
My commission expires May 2 1946

J. M. Allister
Notary Public.

The image shows a handwritten index page with two columns of text and numbers. The text is extremely faded and difficult to decipher. The page is numbered 34 in the bottom right corner. The index appears to be a list of names or locations with corresponding page numbers.

Grantor	Grantee
The Trenton Banking Company	Tindall Henry
The Trenton Banking Company	Taylor John
Titus Grooch A wife (Widow of Golden)	Temple Eleanor
The Trenton Banking Company	Titus Benjamin W
Tindall John wife	Same
Trustees of Kingston Church	Titus William R
Titus Joseph wife	Same
Taylor James F wife	Thompson Allen
Taylor Leonard wife	Titus Andrew R
The Trenton Banking Company	Titus Liscomb R
Same	The Mercer County Mutual
Titus Wm R wife	Fire Insurance Company
William R wife	Tindall George H
The Mercer Cemetery at Trenton	Thompson Daniel J
Titus Stephen wife	Tindall William
Titus Andrew W wife	The Camden and Amboy Rail
Titus Nathaniel R wife	Road and Transportation Company
The Mechanics & Manufacturers Bank	The Board of Chosen Freeholders
Titus Joseph wife	of the County of Mercer
Benjamin dec'd by exors	Titus Liscomb R wife
Thurman	The Trenton Manufacturing Co
Liscomb R	The Trustees of the College of N Jersey
Nathaniel H	The Mercer County Mutual
Trustees of Methodist Episcopal Ch	Fire Insurance Company
Titus Grooch A (Commissioner)	The Trenton Gas Light Company
The Camden and Amboy Rail	
Road and Transportation Company	
Tindall George H wife	
The Mercer Cemetery Company	
The Trenton Banking Company	
Tyrell Joseph	
The Mercer Cemetery at Trenton	
Titus Andrew wife	
Joseph Com	
Joseph Com	
Taylor John L ex	
Titus Joseph wife	
Titus Benjamin W wife	
The Mercer Cemetery at Trenton	
Same	
The Mercer Cemetery at Trenton	
The President directors and Company	
of the State Bank at New Brunswick	
The Trenton Banking Company	
Same	
Titus Liscomb R wife	





Boone County Purchasing



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

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

August 28, 2018

Sutterfield Technologies
104 South 10th Street
Duncan, OK

Via E-mail: richard@sut-tech.com

RE: Best and Final Offer (BAFO) Request #1 to RFP 30-20JUL18 – On-Site Scanning Services

Dear Mr. Sutterfield:

This letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your organization. Included with this letter are five attachments.

The first attachment is a Best and Final Offer Request #1 Form for this Request for Proposal. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed BAFO response.

The second attachment is a BAFO #1 RFP Revisions List that identifies changes and revisions made to the Request for Proposal. Said changes are part of this Best and Final Offer Request. Your Best and Final Offer #1 response shall acknowledge the revisions. You may do so by specifically incorporating a direct response in your Best and Final Offer to each revision, or you may acknowledge your acceptance of all revisions by signing the Best and Final Request #1 form.

In your response to BAFO Request #1, you may make any modification, addition, or deletion deemed necessary to your proposal. While it is not necessary for you to resubmit your entire proposal, a third attachment that is being provided with this letter is the BAFO Request #1 Vendor Response and Pricing Pages. There are some modifications to the original Vendor Response and Pricing Pages that the offeror will want to ensure are addressed in the Best and Final Offer. The offeror is advised to complete the BAFO Request #1 Vendor Response and Pricing Pages as applicable, however in order to ensure that all information necessary for a full evaluation of the proposal has been submitted, the offeror may consider fully completing the BAFO Request #1 Vendor Response and Pricing Pages.

The fourth attachment is a listing of concerns regarding the Sutterfield Technologies proposal that the County requests Sutterfield Technologies specifically address in its BAFO #1 Response.

The fifth attachment to this BAFO Request letter is a description of on-site scanning work the Resource Management Department anticipates. It is actually titled "Attachment Three to RFP 30-20JUL18."

Please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing. Also, make sure your response to this BAFO request addresses the latest version of each paragraph/exhibit of the RFP.

Please provide a *written sealed response* no later than by **Noon (12:00 P.M.) on September 5, 2018**. Your company's Best and Final Offer will be subject to evaluation in addition to the original proposal.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to me, the Buyer of Record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this request, please call (573) 886-4392 or e-mail lpalazzolo@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

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

cc: Evaluation Committee Members
RFP File

Attachments: Best and Final Offer (BAFO) #1 Form, BAFO #1 Revisions List, BAFO #1 Vendor Response Pages, BAFO #1 Concerns, and Attachment Three to RFP 30-20JUL18

BEST AND FINAL OFFER FORM #1

BOONE COUNTY, MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: *RFP 30-20JUL18 – On-Site Scanning Services*

BEST AND FINAL OFFER FORM #1

This Best and Final Offer (BAFO) is issued in accordance with the Instructions to Offerors and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By: _____
Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

BEST AND FINAL OFFER FORM #2
BOONE COUNTY - MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: RFP 30-20JUL18 – On-Site Scanning Services

BAFO #1 REVISIONS LIST

This BAFO #1 Revisions List is hereby incorporated into and made a part of the Request for Proposal Documents. The offeror is reminded that receipt of this Revisions List must be acknowledged and submitted along with the Best and Final Offer via sealed mail to:

Boone County Purchasing
Attn: Liz Palazzolo
613 E. Ash Street
Columbia, Missouri 65201

OFFEROR RESPONSE TO CHANGED REQUIREMENTS: Requirements of **RFP 30-20JUL18 – On-Site Scanning Services** have been revised by the BAFO Request #1 as follows:

NOTE: All changes as a result of this BAFO request to existing text are noted in ***bolded and italicized*** font.

1. Paragraph 3.2.7 has been **REVISED** as follows:

3.2.7 USB Hard Drives: All completed formatted images including the poor-quality image report must be copied to two (2) sets of external USB hard drives. ***One hard drive will be shipped to the County for review and on-site back-up, and one set will be stored at no cost by the contractor for additional processing and off-site back-up.***

2. **ADD** paragraph 3.1.5 as follows:

3.1.5 The contractor shall understand and agree that other departments/offices of the County may request on-site scanning services. The contractor shall agree to perform on-site scanning services for other departments/offices of the County upon request at then-current unit pricing as stated on the Vendor Response and Pricing Pages of the contract.

3. **ADD** paragraph 3.1.5 (a) as follows:

3.1.5 (a) The Resource Management Department anticipates requesting on-site scanning services as described in Attachment Three which is added to the contract. In addition, the following requirements shall apply to on-site scanning work performed for the Resource Management Department:

- 1) The same document cannot be scanned multiple times for a single record.***
- 2) The contractor shall understand and agree that 24x7 access is not possible for on-site scanning for the Resource Management's projects. Resource***

Management only allows access of its records for on-site scanning from 8:30 A.M. – 4:30 P.M.

- 3) *The finished product from the contractor shall be indexed to Resource Management's specifications and must interface with the County's RVI system at no additional charge to the County. The contractor must coordinate with the County's IT Department in order to accomplish the RVI interface.*

4. Paragraph 4.5.7 has been **REVISED** as follows:

- 4.5.7 Samples: *The vendor is strongly encouraged to submit samples of completed scanning work as part of their Best and Final Offer with a "before" and "after" view similar to the work the County requests in this RFP. If not submitted, Boone County reserves the right to request samples as part of the evaluation process, i.e., before any contract award(s) is made. Boone County also reserves the right not to request a sample for evaluation if the County is otherwise familiar with the offeror's work or deems a sample unnecessary for further evaluation. Boone County will provide data electronically to the offeror, and the offeror must be able to convert the image to microfilm and return it to the County for inspection within the time-frame specified by the County. **Failure to provide a sample may negatively impact the evaluation of the offeror's proposal.** The offeror must understand and agree that all samples must be furnished free of expense to the County, and that the sample will not be returned by the County.*

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

BAFO REQUEST #1 VENDOR RESPONSE AND PRICING PAGES

*The offeror is advised to complete the following pages as part of the offeror's Best and Final offer #1 Response. If previously submitted information does not change as a result of this BAFO Request #1, then the offeror has the option of not completing the following pages. HOWEVER, THE OFFEROR IS ADVISED THAT ADDITIONAL INFORMATION REQUESTS HAVE BEEN INCORPORATED HEREIN, AND THE OFFEROR IS ADVISED TO PROVIDE THE ADDITIONAL INFORMATION BEING REQUESTED AS A RESULT OF THIS BAFO REQUEST – SEE THE **BOLDED AND ITALICIZED FONT**.*

5.3 PRICING:

Scanning Services: The offeror must price all line items. The offeror must submit firm, fixed pricing for each line item that includes all labor, materials, equipment, supplies and other costs for provision of services as defined herein.

The offeror is advised not to include freight and shipping into any pricing quoted. The County will reimburse for actual freight and shipping.

Project 1: Scan Index to Deed Books On-Site

The following describes the material that shall be scanned as Project 1:

Bound Books

42 Books @ 640 Index Pages Per Book (Index to Deeds 1821 – 1960) = 26,880 Pages

Oversized Mechanical Books

30 Books @ 640 Index Pages Per Book (Index to Deeds 1960-1984) = 19,200 Pages

Poor Images

46,080 Images @ 10% Poor Quality = 4,608 Poor Images

The offeror must complete the following for Project 1:

Line Item 1: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ _____ Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 1: _____.

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<i>Number of Days to Complete On-Site Scanning</i>	<i>Number of Days to Complete Off-Site Processing</i>	<u>Finish Date:</u> Total Number of Days to Complete Project 1 and to deliver finished work product to the County (total days start to finish)
Project 1: Scan Index to Deed Books On-Site	_____/calendar days ARO to begin Project 1 Scanning work	_____/calendar days on-site scanning work for Project 1	_____/calendar days off-site processing for Project 1	_____ Calendar Days - total number of calendar days start to finish to complete and deliver finished work product for Project 1

Line Item	Quantity	Description	Firm, Fixed Price
2.	46,080 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$_____ Per Image
3.	46,080 Images	Firm, fixed price per image to convert JPEG to TIFF	\$_____ Per Image
4.	46,080 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$_____ Per TIFF
5.	46,080 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$_____ Per TIFF
6.	46,080 Images	Firm, fixed price per TIFF to tab index/book page #	\$_____ Per TIFF
7.	4,608 Images	Firm, fixed price per TIFF to enhance poor quality	\$_____ Per TIFF
8.	Offeror to Quantify Number of Hard	USB Hard Drive	\$_____ Per Each

	Drives Needed for Project Below:		
9.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
10. GRAND TOTAL PRICE PROJECT 1: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 1 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services
Continued on Next Page

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project 2: Scan Bound Official Record Books On-Site

The following describes the material that shall be scanned as Project 2:

Bound Books

- 219 Books @ 640 Pages Per Book (Deed Volumes A-219) = 140,160 Images
- 221 Books @ 640 Pages Per Book (Deed of Trust Volumes 1-221) = 141,440 Images
- 19 Books @ 640 Pages Per Book (Marriage Volumes 1-19) = 12,160 Images

Poor Images

- 293,760 Images @ 10% Poor Quality = 29,376 Poor Images
- 293,760 Images @ 40% Multiple Documents Per Page = 117,504 Multi-Docs

The offeror must complete the following for Project 2:

Line Item 11: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ _____ Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 2: _____.

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<i>Number of Days to Complete On-Site Scanning</i>	<i>Number of Days to Complete Off-Site Processing</i>	<u>Finish Date:</u> Total Number of Days to Complete Project 2 and to deliver finished work product to the County (total days start to finish)
Project 2: Scan Bound Official Record Books On-Site	_____/calendar days ARO to begin Project 2 Scanning work	_____/calendar days on-site scanning work for Project 2	_____/calendar days off-site processing for Project 2	_____ Calendar Days - total number of calendar days start to finish to complete and deliver finished work product for Project 2

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Line Item	Quantity	Description	Firm, Fixed Price
12.	293,760 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$_____Per Image
13.	293,760 Images	Firm, fixed price per image to convert JPEG to TIFF	\$_____Per Image
14.	293,760 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$_____Per TIFF
15.	293,760 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$_____Per TIFF
16.	117,504 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$_____Per TIFF
17.	411,264 Images	Firm, fixed price per TIFF to single group and index	\$_____Per TIFF
18.	411,264 Images	Firm, fixed price per TIFF to double group, index and verify	\$_____Per TIFF
19.	29,376 Images	Firm, fixed price per TIFF to enhance poor quality	\$_____Per TIFF
20.	235,008 Images	Firm, fixed price per TIFF to mask unwanted documents	\$_____Per TIFF
21.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$_____Per Each
22.	1	Shipping and Freight	To Be Reimbursed At Actual Cost

<p>23. GRAND TOTAL PRICE PROJECT 2: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 2 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.</p>			<p>\$</p>

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

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BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project 3: Scan Mechanical Official Record Books On-Site

The following describes the material that shall be scanned as Project 3:

Mechanical Books

- 83 Books @ 640 Pages Per Book (Deed Volumes 220-302) = 53,120 Images
- 93 Books @ 640 Pages Per Book (Deed of Trust Volumes 222-314) = 59,520 Images
- 13 Books @ 640 Pages Per Book (Marriage Volumes 20-32) = 8,320 Images
- 42 Books @ 700 Photostat Pages Per Book (Deed of Trust Volumes 303-344, pg. 355) = 29,055 Images
- 34 Books @ 700 Photostat Pages Per Book (Deed Volumes 315-348) = 23,800 Images

Poor Images

- 173,815 Images @ 10% Poor Quality = 17,382 Poor Images
- 120,960 Images @ 50% Multiple Documents Per Page = 60,480 Multi-Docs
- 52,855 Images @ 15% Dual-Polarity/Marginal Notations Photostat = 7,929 Images

The offeror must complete the following for Project 3:

Line Item 24: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ _____ Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 3: _____.

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	Number of Days to Complete On-Site Scanning	Number of Days to Complete Off-Site Processing	<u>Finish Date:</u> Total Number of Days to Complete Project 3 and to deliver finished work product to the County (total days start to finish)
Project 3: Scan Mechanical Official Record Books On-Site	_____/calendar days ARO to begin Project 3 Scanning work	_____/calendar days on-site scanning work for Project 3	_____/calendar days off-site processing for Project 3	_____ Calendar Days - total number of calendar days start to finish to complete and deliver finished work product for Project 3

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BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Line Item	Quantity	Description	Firm, Fixed Price
25.	173,815 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$_____ Per Image
26.	173,815 Images	Firm, fixed price per image to convert JPEG to TIFF	\$_____ Per Image
27.	173,815 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$_____ Per TIFF
28.	173,815 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$_____ Per TIFF
29.	60,480 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$_____ Per TIFF
30.	234,295 Images	Firm, fixed price per TIFF to single group and index	\$_____ Per TIFF
31.	234,295 Images	Firm, fixed price per TIFF to double group, index and verify	\$_____ Per TIFF
32.	17,382 Images	Firm, fixed price per TIFF to enhance poor quality	\$_____ Per TIFF
33.	120,960 Images	Firm, fixed price per TIFF to mask unwanted documents	\$_____ Per TIFF
34.	7,929 Images	Firm, fixed price per TIFF to reverse dual-polarity/marginal notations	\$_____ Per TIFF
35.	Offeror to Quantify Number of Hard Drives Needed for	USB Hard Drive	\$_____ Per Each

	Project Below:		
36.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
37. GRAND TOTAL PRICE PROJECT 3: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 3 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Continued on Next Page

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project 4: Scan Mechanical Official Record Books On-Site

The following describes the material that shall be scanned as Project 4:

Bound Books

30 Books @ 700 Photostat Pages Per Book (Deed Volumes 344, pg. 356 -Volume 373) = 20,645 Images

40 Books @ 700 Photostat Pages Per Book (Deed of Trust Volumes 349-388) = 28,000 Images

Poor Images

48,645 Images @ 10% Poor Quality = 4,865 Poor Images

48,645 Images @ 50% Multiple Documents Per Page = 24,323 Multi-Docs

48,645 Images @ 15% Dual-Polarity/Marginal Notations Photostat = 7,297 Images

The offeror must complete the following for Project 4:

Line Item 38: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ _____ Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 4: _____.

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<i>Number of Days to Complete On- Site Scanning</i>	<i>Number of Days to Complete Off- Site Processing</i>	<u>Finish Date:</u> <i>Total Number of Days to Complete Project 4 and to deliver finished work product to the County (total days start to finish)</i>
Project 4: Scan Mechanical Official Record Books On- Site	_____/calendar <i>days ARO to begin Project 4 Scanning work</i>	_____/calendar <i>days on-site scanning work for Project 4</i>	_____/calendar <i>days off-site processing for Project 4</i>	_____ <i>Calendar Days - total number of calendar days start to finish to complete and deliver finished work product for Project 4</i>

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Line Item	Quantity	Description	Firm, Fixed Price
39.	48,645 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ _____ Per Image
40.	48,645 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ _____ Per Image
41.	48,645 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ _____ Per TIFF
42.	48,645 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ _____ Per TIFF
43.	24,323 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$ _____ Per TIFF
44.	72,968 Images	Firm, fixed price per TIFF to single group and index	\$ _____ Per TIFF
45.	72,968 Images	Firm, fixed price per TIFF to double group, index and verify	\$ _____ Per TIFF
46.	4,865 Images	Firm, fixed price per TIFF to enhance poor quality	\$ _____ Per TIFF
47.	48,646 Images	Firm, fixed price per TIFF to mask unwanted documents	\$ _____ Per TIFF
48.	7,297 Images	Firm, fixed price per TIFF to reverse dual-polarity/marginal notations	\$ _____ Per TIFF
49.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$ _____ Per Each

50.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
51. GRAND TOTAL PRICE PROJECT 4: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 4 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Continued on Next Page

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Project 5: Scan Marriage Licenses from Trifolds On-Site

The following describes the material that shall be scanned as Project 5:

Trifolds

196 Cans @ 10-inches per Canister = 1,960 Inches
1,960 Inches @ 75 Trifold Pages per Inch = 147,000 Pages
147,000 Images @ 100% pages with Backsides = 147,000 Backsides

Poor Quality Images

294,000 Images @ 10% poor quality = 29,400 Poor Images

The offeror must complete the following for Project 5:

Line Item 52: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ _____ Per Diem Per Person

Line Item 53: Quote a total, firm, fixed per hour price that includes all costs for on-site document preparation: \$ _____ Per Hour

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 5: _____

_____.

Project Description	<u>Start Date:</u> - Indicate in number of calendar days after receipt of order to begin Scanning	<u>Document Preparation:</u> The offeror shall indicate an estimated number of calendar days to conduct document preparation for Project 5	<u>Number of Days to Complete On-Site Scanning</u>	<u>Number of Days to Complete Off-Site Processing</u>	<u>Finish Date:</u> Total Number of Days to Complete Project 5 and to deliver finished work product to the County (total days start to finish)
Project 5: Scan Marriage Licenses from Tri-folds On-Site	_____/calendar days ARO to begin Project 5 Scanning work	_____/calendar days for document preparation for Project 5	_____/calendar days on-site scanning work for Project 5	_____/calendar /calendar days off-site processing for Project 5	_____/calendar days - total number of calendar days start to finish to complete and deliver finished work product for Project 5

Line Item	Quantity	Description	Firm, Fixed Price
54.	294,000 Images	Firm, fixed price per image to scan 300dpi JPEG image (Front & Back)	\$_____ Per Image
55.	294,000 Images	Firm, fixed price per image to convert JPEG to TIFF	\$_____ Per Image
56.	294,000 Images	Firm, fixed price per TIFF to Remove Excess	\$_____ Per TIFF

		Borders	
57.	294,000 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$_____ Per TIFF
58.	294,000 Images	Firm, fixed price per TIFF to single group and index	\$_____ Per TIFF
59.	294,000 Images	Firm, fixed price per TIFF to double group, index and verify	\$_____ Per TIFF
60.	29,400 Images	Firm, fixed price per TIFF to enhance poor quality	\$_____ Per TIFF
61.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$_____ Per Each
62.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
63. GRAND TOTAL PRICE PROJECT 5: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 5 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Continued on Next Page

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Renewal Options:

The County must 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 a percentage is not proposed (i.e., left blank), or if it is quoted as zero (0%), the County must 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 (i.e., the first) 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.

64. Renewal Option Percentage Price Adjustment

1st Renewal Period: July 1, 2019 – June 30, 2020

_____ %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

65. Renewal Option Percentage Price Adjustment

2nd Renewal Period: July 1, 2020 – June 30, 2021

_____ %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

66. Renewal Option Percentage Price Adjustment

3rd Renewal Period: July 1, 2021 – June 30, 2022

_____ %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

67. Renewal Option Percentage Price Adjustment

4th Renewal Period: July 1, 2022– June 30, 2023

_____ %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

5.4 Vendor’s Experience and Reliability:

Company History: The vendor should describe in the available space the company’s background in performing professional scanning services, e.g., when the company was founded, how long the company has been serving the Missouri market, etc:

The offeror should provide reference contact information below regarding provision of scanning services similar to what is being offered to *the Boone County Recorder’s Office, the Boone County Resources Management Department, and other County offices:*

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

Vendor's References:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

5.5 Proposed Method of Performance and Contractor Support

Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding the scanning work to be done:

Direct or Subcontracted Work:

Address in the space provided if on-site scanning services as described herein will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the scanning

BEST AND FINAL OFFER FORM #3 - RFP 30-20JUL18 – On-Site Scanning Services

services. If any subcontractors are to be used, then identify the subcontractor by name and location.

Warranty:

Address in the space provided warranty terms and length on labor and finished product the vendor offers on scanning services performed for the County:

BEST AND FINAL OFFER FORM #4 - RFP 30-20JUL18 – On-Site Scanning Services

SUTTERFIELD TECHNOLOGIES

Best and Final Offer Request #1

Concerns

1. Because the County is adding other departments as potential users of on-site scanning services, it is of concern that a specific firm, fixed per diem price has not been quoted for line items 1, 11, 24, 38, and 52. It is understood that the costs associated with the per diem per person are included in the scanning pricing. For defined specific projects such as Projects 1 through 5 for the Recorder’s Office, pro-rating per diem costs into image pricing appears reasonable. It may not be the case for additional on-site scanning work that may be requested from other Boone County departments.

In its BAFO #1 Response, Sutterfield Technologies must specifically address whether or not scanning pricing with built-in per diem costs will apply for other Boone County Departments. If not, then Sutterfield Technologies must quote a firm, fixed per diem price that will apply for other on-site scanning projects other Boone County Departments may request:

\$ _____ Per Diem Per Person – for all other Boone County on-site scanning work that is not Projects 1 through 5 for the Recorder’s Office.

Related, the offeror is encouraged to re-submit separate per image pricing for other on-site scanning work since the quoted per image price includes per diem costs.

2. On page 14 of its proposal, Sutterfield Technologies mentions that it has processed over 30-million documents for over 300 customers across the U.S. On page 23 of its proposal Sutterfield Technologies mentions that it has processed over 20-million images for over 300 customers across the U.S.

In its BAFO #1 Response, Sutterfield Technologies must clarify the number of processed documents as being either 20-million or 30-million.

3. A notation on Project 2 regarding the “Start Date” on the Vendor Response and Pricing Pages in Sutterfield Technologies’ proposal says “If the county approves several projects to run concurrently, start dates and total time may be affected.”

In its BAFO #1 Response, Sutterfield Technologies shall further explain and clarify what impact may occur to the start date and total project time as identified for each of the five Recorder’s Office projects if several Recorder’s Office projects run concurrently, and how start dates and total project times may be impacted conducting on-site scanning work for other Boone County Departments.

BEST AND FINAL OFFER FORM #5 - RFP 30-20JUL18 – On-Site Scanning Services

Attachment Three to RFP 30-20JUL18 – On Site Scanning Services

What follows describes the on-site scanning work anticipated by the Boone County Resource Management Department:

On-site scanning for the Resource Management Department would be comprised of multi-phase/year projects. Requirements about scanning for the Resource Management Department include the following:

- 1) The same document cannot be scanned multiple times for a single record.
- 2) 24X7 access would not be possible for on-site scanning for the Resource Management’s projects. Resource Management would only allow access of its records for on-site scanning from 8:30 A.M. – 4:30 P.M.
- 3) The finished product from the contractor shall be indexed to Resource Management’s specifications and must interface with the County’s **RVI** system. The contractor must coordinate with the County’s IT Department.

The following describes scanning projects for the Resource Management Department:

- 4) The **first scanning project** would be of Commercial Permits - #80001 (2002) – 81400 (2018). One record would have an average of 15 pages, some pages being single-sided and some being double-sided, and could contain documents of the following sizes:
 - a) 8.5 x 11
 - b) 8.5 x 5.5
 - c) 11 x 17
 - d) 7 x 8.5
 - e) 24 x 36
 - f) 24 x 42
- 5) The **second scanning project** would be the scanning of Residential Permits - #60000 (2004) - #67455 (2018). One record would have an average of 10 pages, some pages being single-sided and some being double-sided, and contain documents of the following sizes:
 - a) 8.5 x 11
 - b) 7 x 8.5
 - c) 8.5 x 5.5
 - d) 11 x 17 (occasionally)
 - e) 8.5 x 14 (occasionally)
- 6) For permits from 1987 – 2002/2004 Commercial Permits & Residential Permits will be intermingled; but have the same size pages
- 7) A **third scanning project** will be an additional small group of permits for “Small Cities.” These permits began in 1987, and they will include Commercial Permits intermingled with Residential Permits, but there are far more residential than commercial permits. The page sizes will be the same as for the first and second scanning projects described above.

July 31, 2018

Boone County Purchasing
On Behalf of the Boone County Recorder of Deeds
613 E. Ash Street, Room 109
Columbia, Missouri 65201

RE: Request for Proposal for On-Site Scanning Service – RFP #30-20JUL18

We are pleased to submit this bid for consideration by the Boone County Recorder of Deeds office in response to REQUEST FOR PROPOSAL FOR ON-SITE SCANNING SERVICE – RFP #30-20JUL18.

For additional information, or to advise that our bid has been accepted, you may contact Richard Sutterfield, at (580) 656-2624 or by email at richard@sut-tech.com.

The following pages contain the information requested in your Request for Proposal.

Thank you for the opportunity to present a bid.

Sincerely,



Richard Sutterfield
Owner

Copy



5. VENDOR RESPONSE AND PRICING PAGES

5.1 In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: Sutterfield Technologies, Inc.

Address: 104 South 10th Street

Duncan, Oklahoma

Telephone: (580) 786-4390 Fax: (866) 696-0551

Federal Tax ID (or Social Security #): 46-4346898

Print Name: Richard Sutterfield Title: Owner/CEO

Signature: *Richard Sutterfield* Date: 07/19/2018

E-Mail Address: richard@sut-tech.com

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

5.2 **Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

X Yes No

(Continued on next page)

5.3 PRICING:

Scanning Services: The offeror must price all line items. The offeror must submit firm, fixed pricing for each line item that includes all labor, materials, equipment, supplies and other costs for provision of services as defined herein.

The offeror is advised not to include freight and shipping into any pricing quoted. The County will reimburse for actual freight and shipping.

Project 1: Scan Index to Deed Books On-Site

The following describes the material that shall be scanned as Project 1:

Bound Books

42 Books @ 640 Index Pages Per Book (Index to Deeds 1821 – 1960) = 26,880 Pages

Oversized Mechanical Books

30 Books @ 640 Index Pages Per Book (Index to Deeds 1960-1984) = 19,200 Pages

Poor Images

46,080 Images @ 10% Poor Quality = 4,608 Poor Images

The offeror must complete the following for Project 1:

Line Item 1: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: **Included In Scanning** Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 1: **1-2 Scanning Technicians**

Project Description	Start Date - indicate in number of calendar days after receipt of order to begin Scanning	Total Number of Days to Complete Project 1
Project 1: Scan Index to Deed Books On-Site	<u>45</u> /calendar days ARO to begin Project 1 Scanning work	<u>45</u> Calendar Days 4-5 days onsite scanning 20-30 days image processing

Line Item	Quantity	Description	Firm, Fixed Price
2.	46,080 Images	Firm, fixed price per image to scan 300dpi	\$.285 Per Image

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		JPEG image	
3.	46,080 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ <u>0.018</u> Per Image
4.	46,080 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ <u>0.000</u> Per TIFF (Included in conversion price)
5.	46,080 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>0.000</u> Per TIFF (Included in conversion price)
6.	46,080 Images	Firm, fixed price per TIFF to tab index/book page #	\$ <u>0.015</u> Per TIFF
7.	4,608 Images	Firm, fixed price per TIFF to enhance poor quality	\$ <u>0.15</u> Per TIFF
8.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$ <u>0.000</u> Per Each (Included in conversion price)
9.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
10. GRAND TOTAL PRICE PROJECT 1: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 1 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$ 15,344.64

Vendor and Pricing Pages Continued on Next Page

Project 2: Scan Bound Official Record Books On-Site

The following describes the material that shall be scanned as Project 2:

Bound Books

- 219 Books @ 640 Pages Per Book (Deed Volumes A-219) = 140,160 Images
- 221 Books @ 640 Pages Per Book (Deed of Trust Volumes 1-221) = 141,440 Images
- 19 Books @ 640 Pages Per Book (Marriage Volumes 1-19) = 12,160 Images

Poor Images

- 293,760 Images @ 10% Poor Quality = 29,376 Poor Images
- 293,760 Images @ 40% Multiple Documents Per Page = 117,504 Multi-Docs

The offeror must complete the following for Project 2:

Line Item 11: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: **Included in Scanning Per Diem Per Person**

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 2: **2-3 Scanning Technicians**

Project Description	Start Date - indicate in number of calendar days after receipt of order to begin Scanning	Total Number of Days to Complete Project 2
Project 2: Scan Official Record Books On-Site	<u>45</u> /calendar days ARO to begin Project 2 Scanning work <small>(If the county approves several</small>	<u>180</u> Calendar Days 30-45 days onsite scanning 100-135 days image processing

projects to run concurrently, start dates and total time may be affected.

Line Item	Quantity	Description	Firm, Fixed Price
12.	293,760 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ <u>0.285</u> Per Image
13.	293,760 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ <u>0.018</u> Per Image
14.	293,760 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ <u>0.000</u> Per TIFF (Included in conversion price)

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15.	293,760 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>0.000</u> Per TIFF (Included in conversion price)
16.	117,504 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$ <u>0.011</u> Per TIFF
17.	411,264 Images	Firm, fixed price per TIFF to single group and index	\$ <u>0.020</u> Per TIFF
18.	411,264 Images	Firm, fixed price per TIFF to double group, index and verify	\$ <u>0.020</u> Per TIFF
19.	29,376 Images	Firm, fixed price per TIFF to enhance poor quality	\$ <u>0.150</u> Per TIFF
20.	235,008 Images	Firm, fixed price per TIFF to mask unwanted documents	\$ <u>0.013</u> Per TIFF
21.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$ <u>0.000</u> Per Each
22.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
23. GRAND TOTAL PRICE PROJECT 2: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 2 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$ 114,213.89

Vendor and Pricing Pages Continued on Next Page

Project 3: Scan Mechanical Official Record Books On-Site

The following describes the material that shall be scanned as Project 3:

Mechanical Books

- 83 Books @ 640 Pages Per Book (Deed Volumes 220-302) = 53,120 Images
- 93 Books @ 640 Pages Per Book (Deed of Trust Volumes 222-314) = 59,520 Images
- 13 Books @ 640 Pages Per Book (Marriage Volumes 20-32) = 8,320 Images
- 42 Books @ 700 Photostat Pages Per Book (Deed of Trust Volumes 303-344, pg. 355) = 29,055 Images
- 34 Books @ 700 Photostat Pages Per Book (Deed Volumes 315-348) = 23,800 Images

Poor Images

- 173,815 Images @ 10% Poor Quality = 17,382 Poor Images
- 120,960 Images @ 50% Multiple Documents Per Page = 60,480 Multi-Docs
- 52,855 Images @ 15% Dual-Polarity/Marginal Notations Photostat = 7,929 Images

The offeror must complete the following for Project 3:

Line Item 24: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: **Included in Scanning**, Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 3: **2-3 Scanning Technicians**

Project Description	Start Date - indicate in number of calendar days after receipt of order to begin Scanning	Total Number of Days to Complete Project 3
Project 3: Scan Mechanical Official Books On-Site	<u>30</u> /calendar days ARO to begin Project 3 Scanning work	<u>102</u> Calendar Days 10-12 days onsite scanning 80-90 days image processing

Line Item	Quantity	Description	Firm, Fixed Price
25.	173,815 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ <u>.115</u> Per Image
26.	173,815 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ <u>.045</u> Per Image

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27.	173,815 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ <u>.000</u> Per TIFF
28.	173,815 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>.000</u> Per TIFF
29.	60,480 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$ <u>.011</u> Per TIFF
30.	234,295 Images	Firm, fixed price per TIFF to single group and index	\$ <u>.020</u> Per TIFF
31.	234,295 Images	Firm, fixed price per TIFF to double group, index and verify	\$ <u>.020</u> Per TIFF
32.	17,382 Images	Firm, fixed price per TIFF to enhance poor quality	\$ <u>.150</u> Per TIFF
33.	120,960 Images	Firm, fixed price per TIFF to mask unwanted documents	\$ <u>.013</u> Per TIFF
34.	7,929 Images	Firm, fixed price per TIFF to reverse dual- polarity/marginal notations	\$ <u>.150</u> Per TIFF
35.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$ <u>.000</u> Per Each
36.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
37. GRAND TOTAL PRICE PROJECT 3: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 3 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$ 43,216.61

Vendor and Pricing Pages Continued on Next Page

Project 4: Scan Mechanical Official Record Books On-Site

The following describes the material that shall be scanned as Project 4:

Bound Books

30 Books @ 700 Photostat Pages Per Book (Deed Volumes 344, pg. 356 -Volume 373) = 20,645 Images

40 Books @ 700 Photostat Pages Per Book (Deed of Trust Volumes 349-388) = 28,000 Images

Poor Images

48,645 Images @ 10% Poor Quality = 4,865 Poor Images

48,645 Images @ 50% Multiple Documents Per Page = 24,323 Multi-Docs

48,645 Images @ 15% Dual-Polarity/Marginal Notations Photostat = 7,297 Images

The offeror must complete the following for Project 4:

Line Item 38: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: Included in scanning Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 4: 1-2 Scanning Technicians

Project Description	Start Date - indicate in number of calendar days after receipt of order to begin Scanning	Total Number of Days to Complete Project 4
Project 4: Scan Mechanical Official Record Books On-Site	<u>30</u> /calendar days ARO to begin Project 4 Scanning work	<u>60</u> Calendar Days 5-10 days onsite scanning 40-50 days processing

Line Item	Quantity	Description	Firm, Fixed Price
39.	48,645 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ <u>.125</u> Per Image
40.	48,645 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ <u>.045</u> Per Image

41.	48,645 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ <u>0.00</u> Per TIFF
42.	48,645 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ <u>0.00</u> Per TIFF
43.	24,323 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$ <u>.011</u> Per TIFF
44.	72,968 Images	Firm, fixed price per TIFF to single group and index	\$ <u>.020</u> Per TIFF
45.	72,968 Images	Firm, fixed price per TIFF to double group, index and verify	\$ <u>.020</u> Per TIFF
46.	4,865 Images	Firm, fixed price per TIFF to enhance poor quality	\$ <u>.150</u> Per TIFF
47.	48,646 Images	Firm, fixed price per TIFF to mask unwanted documents	\$ <u>.013</u> Per TIFF
48.	7,297 Images	Firm, fixed price per TIFF to reverse dual- polarity/marginal notations	\$ <u>.150</u> Per TIFF
49.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$ <u>0.00</u> Per Each
50.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
51. GRAND TOTAL PRICE PROJECT 4: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 4 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$ 13,547.82

Vendor and Pricing Pages Continued on Next Page

Project 5: Scan Marriage Licenses from Trifolds On-Site

The following describes the material that shall be scanned as Project 5:

Trifolds

- 196 Cans @ 10-inches per Canister = 1,960 Inches
- 1,960 Inches @ 75 Trifold Pages per Inch = 147,000 Pages
- 147,000 Images @ 100% pages with Backsides = 147,000 Backsides

Poor Quality Images

- 294,000 Images @ 10% poor quality = 29,400 Poor Images

The offeror must complete the following for Project 5:

Line Item 52: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ Included in scanning Per Diem Per Person

Line Item 53: Quote a total, firm, fixed per hour price that includes all costs for on-site document preparation: \$ Included in scanning Per Hour

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 5: 3-5 Scanning Technicians

Project Description	Start Date - indicate in number of calendar days after receipt of order to begin Scanning	Total Number of Days to Complete Project 5
Project 5: Scan Marriage Licenses from Trifolds On-Site	<u>60</u> /calendar days ARO to begin Project 5 Scanning work	<u>120</u> Calendar Days 35-40 days scanning 60-80 days processing
Project 5: Document Preparation	The offeror shall indicate an estimated number of hours to conduct document preparation for Project 5	<u>Included in Scanning</u> Total Hours

Line Item	Quantity	Description	Firm, Fixed Price
54.	294,000 Images	Firm, fixed price per image to scan 300dpi JPEG image (Front & Back)	\$ <u>.115</u> Per Image

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55.	294,000 Images	Firm, fixed price per image to convert JPEG to TIFF	\$.018 Per Image
56.	294,000 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$.000 Per TIFF
57.	294,000 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$.000 Per TIFF
58.	294,000 Images	Firm, fixed price per TIFF to single group and index	\$.010 Per TIFF
59.	294,000 Images	Firm, fixed price per TIFF to double group, index and verify	\$.010 Per TIFF
60.	29,400 Images	Firm, fixed price per TIFF to enhance poor quality	\$.150 Per TIFF
61.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$ 0.00 Per Each
62.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
63. GRAND TOTAL PRICE PROJECT 5: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 5 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$ 49,392.00

Vendor and Pricing Pages Continued on Next Page

Renewal Options:

The County must 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 a percentage is not proposed (i.e., left blank), or if it is quoted as zero (0%), the County must 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 (i.e., the first) 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.

64. Renewal Option Percentage Price Adjustment**1st Renewal Period: July 1, 2019 – June 30, 2020**1.5 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: X

OR Minimum Decrease: _____

65. Renewal Option Percentage Price Adjustment**2nd Renewal Period: July 1, 2020 – June 30, 2021**3.0 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: X

OR Minimum Decrease: _____

66. **Renewal Option Percentage Price Adjustment**

3rd Renewal Period: July 1, 2021 – June 30, 2022

4.5 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR

DECREASE: Maximum Increase: X

OR Minimum Decrease: _____

67. **Renewal Option Percentage Price Adjustment**

4th Renewal Period: July 1, 2022– June 30, 2023

6.0 %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: X

OR Minimum Decrease: _____

5.4 Vendor's Experience and Reliability:

Company History: The vendor should describe in the available space the company's background in performing professional scanning services, e.g., when the company was founded, how long the company has been serving the Missouri market, etc:

Sutterfield Technologies, Inc. is an image service bureau that serves county and municipal government exclusively. Our company employs 30 technicians and indexing staff in serving those customers. Services include book restoration, digital imaging and indexing of county land records, licenses, birth/death certificates, court case documents and many other records unique to county/municipal government. We have been in business since 2012 and have processed over 30 million images in some manner for over 300 customers across the US during that time. We have completed projects for counties in Oklahoma, Texas, Arkansas, Nebraska, Kansas, New Jersey and Wisconsin. Our business goal is to provide quality and service to your county that will make us the only vendor that your county wishes to use for services such as those requested in this RFP.

Many of the tools used by Sutterfield Technologies technicians to scan and process images are optimized for the quality required by most counties for public records. These software tools, developed and are maintained by programming staff in our company, enable us to produce superior images from even the most difficult source documents (Photostats, bound books, faint handwritten pages).

We stand behind our work. As a result, nearly all of the counties we have done imaging services work for have called us back to complete additional projects. We have completed one project for a county that involved fully indexing all property records back to statehood and are in the process of completing multiyear projects to indexing records back to statehood for two other counties.

The offeror should provide reference contact information below regarding provision of scanning services similar to what is being offered to Boone County:

Vendor's References:

Company/Entity Name: Grady County Clerk

Contact Name: Jill Locke

Contact's Title: County Clerk

City/State: Chickasha, Oklahoma

Telephone Number: (405) 224-7388

Email Address: jlocke@gradycountyok.com

Description of Services Furnished: Currently working on the second year of a multiyear project. We scanned approximately 1,300 volumes (bound and loose page) ranging from Oklahoma statehood to the 1980s. The images were processed to obtain the maximum legibility. Approximately 1/3 of the images have been indexed by Instrument Number, Book/Page, Instrument Type, Grantors, Grantees and Legal Descriptions. We are currently working on the 2nd phase of the project which includes indexing hand written and transcribed instruments.

Availability of Reference: Yes.

Company/Entity Name: Little River County Circuit Clerk

Contact Name: Lauren Abney

Contact's Title: Circuit Clerk

City/State: Ashdown, Arkansas

Telephone Number: (870) 898-7212

Email Address: labney@lrcounty.com

Description of Services Furnished: Scanned bound and loose page books and processed images for maximum legibility early in 2018. These books were indexed by book/page and instrument number and prepared for import into Fidlar Systems software for the county.

Availability of Reference: Yes.

Company/Entity Name: Carter County Clerk

Contact Name: Kayelyn Clubb

Contact's Title: County Clerk

City/State: Ardmore, Oklahoma

Telephone Number: (580) 223-8162

Email Address: cartercountyclerk@cableone.net

Description of Services Furnished: Just completed the first phase of a multiyear project. We scanned approximately 2,000 volumes (bound and loose page) ranging from Oklahoma statehood to the 1990s in the past 5 years. The images were processed to obtain the maximum legibility. Many of those images were Photostats and were fully enhanced to create proper black text on white background images.

Approximately 1/3 of the images were indexed by Instrument Number, Book/Page, Instrument Type, Grantors, Grantees and Legal Descriptions and imported into the KellPro Recording System. The county has indicated that we will begin the the 2nd phase of the project before the end of this calendar year.

Availability of Reference: Yes

Company/Entity Name: Hall County Assessor/Register Of Deeds

Contact Name: Janet Pelland

Contact's Title: County Assessor/Register of Deeds

City/State: Grand Island, Nebraska

Telephone Number: (308) 385-5050

Email Address: janetp@hallcountyne.gov

Description of Services Furnished: Scanned loose page and wide format books (approximately 150 books) in 2017. Processed images to obtain maximum legibility and created 16mm COM Microfilm for the county.

Availability of Reference: Yes

Sutterfield Technologies would also be happy to provide a complete list of all previous county clients for Boone County.

5.5 Proposed Method of Performance and Contractor Support

Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding the scanning work to be done:

A senior image technician will be assigned as project manager upon approval of this project. The project manager will be present on-site for all or most of the on-site work. The county will have direct contact information for the project manager. The county may also contact the owner of Sutterfield Technologies (Richard Sutterfield) directly, in the event the project manager is unavailable or not responsive.

Direct or Subcontracted Work:

Address in the space provided if the painting services will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the scanning services. If any subcontractors are to be used, then identify the subcontractor by name and location.

All work for the projects on this RFP will be completed by employees of Sutterfield Technologies.

Warranty:

Address in the space provided warranty terms and length on labor and finished product the vendor offers on scanning services performed for the County:

We will comply or exceed the warranty expected by the county. In order to be able to provide support and remediation after completion of the project, images and data from each project will be retained for at least 2 (two) years after completion of the project. We welcome questions and will try our best to make corrections for any problems found with our work indefinitely (for example, we once provided images from a 4 year old project when another vendor failed to have the county's data and images backed up).

(The vendor should complete and return with the proposal)

**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 must attach an explanation to this proposal.

Richard Sutterfield - Owner

Name and Title of Authorized Representative

Richard Sutterfield

Signature

August 31, 2018

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

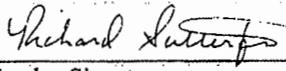
The undersigned certifies, to the best of his or her knowledge and belief, that:

(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

August 31, 2018
Date

Liz Palazzolo
Senior Buyer



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/ge_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the vendor completed when enrolling. The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If the vendor is an Individual/Proprietorship, then the vendor must return the attached *Certification of Individual Bidder*. On that form, the vendor 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 the vendor chooses option number two, then the vendor will also need to complete and return the attached form *Affidavit*.

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

County of Stephens)
)ss
State of Oklahoma)

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

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

Richard Ann 7/27/2018
Affiant Date

RICHARD SUTTERFIELD
Printed Name

Subscribed and sworn to before me this 27 day of July, 2018.

Talitha Crow
Notary Public



Response to Request for Proposal

This document follows the outline and the numbering scheme of RFP #30-20JUL18 and presents our company's response to the county's RFP, section by section.

1. Instructions and General Conditions

Our best attempt to follow all instructions in this section has been made. We have closely reviewed the original RFP as well as each Addendum issued by the county. Each of the following documents has been received and considered in our preparation for this response:

Original RFP – RFP #30-20JUL18, issued June 20, 2018

Addendum #1 to RFP #30-20JUL18, issued July 5, 2018

The OFFEROR has examined **Addendum #1** to Request for Proposal #30-20JUL18 – **On-Site Scanning Services**, receipt of which is hereby acknowledged:

Company Name: Sutterfield Technologies
Address: 104 S 10th Street
City & State: Duncan, Oklahoma 73533
Phone Number: (580) 786-4390 Fax Number: (866) 696-0551
E-mail: richard@sut-tech.com
Authorized Representative Signature: *Richard Sutterfield* Date: 07/31/2018
Authorized Representative Printed Name: Richard Sutterfield

Addendum #2 to RFP #30-20JUL18, issued July 9, 2018

The OFFEROR has examined **Addendum #2** to Request for Proposal #30-20JUL18 – **On-Site Scanning Services**, receipt of which is hereby acknowledged:

Company Name: Sutterfield Technologies
Address: 104 S 10th Street
City & State: Duncan, Oklahoma 73533
Phone Number: (580) 786-4390 Fax Number: (866) 696-0551
E-mail: richard@sut-tech.com
Authorized Representative Signature: *Richard Sutterfield* Date: 07/31/2018
Authorized Representative Printed Name: Richard Sutterfield

Addendum #3 to RFP #30-20JUL18, issued July 26, 2018

The OFFEROR has examined **Addendum #3** to Request for Proposal #30-20JUL18 – **On-Site Scanning Services**, receipt of which is hereby acknowledged:

Company Name: Sutterfield Technologies

Address: 104 S 10th Street

City & State: Duncan, Oklahoma 73533

Phone Number: (580) 786-4390 Fax Number: (866) 696-0551

E-mail: richard@sut-tech.com

Authorized Representative Signature: *Richard Sutterfield* Date: 07/31/2018

Authorized Representative Printed Name: Richard Sutterfield - Owner

2. Introduction and General Information

Sutterfield Technologies, Inc. is an image service bureau that serves county and municipal government exclusively. Our company employs approximately 30 technicians and indexing staff in serving those customers. Services include book restoration, digital imaging and indexing of county land records, licenses, birth/death certificates, court case documents and many other records unique to county/municipal government. We have been in business since 2012 and have processed over 20 million images in some manner for over 300 customers across the US during that time. Our business goal is to provide quality and service to your county that will make us the only vendor that your county wishes to use for services such as those requested in this RFP.

Many of the tools used by Sutterfield Technologies technicians to scan and process images are optimized for the quality required by most counties for public records. These software tools, developed and are maintained by programming staff in our company, enable us to produce superior images from even the most difficult source documents (Photostats, bound books, faint handwritten pages).

3. Scope of Work

Sutterfield Technologies has been providing services such as those requested by Boone County in this RFP for the past 6 years. Our company is all the equipment and expertise to scan all of the books and documents specified in this RFP. All scanning would be completed on-site, in the space detailed by the RFP. No additional equipment or work area requirements for the county are anticipated.

Our general approach to these projects is documented below, with references to specific requirements given in parentheses afterwards. Some changes will be made depending on

specific differences between projects. The requirement for the "Pilot Images" (3.2.5) will be met by performing all of the following steps on a small sub-set of books/documents.

Project Planning Meeting:

Upon notification of approval, a Project Planning Meeting with the Sutterfield Technologies project manager, the Sutterfield Technologies On-Site Scanning Lead and all county staff required by the Boone County Recorder of Deeds office will be scheduled. This meeting will have the following agenda:

- The Vendor will propose a date for the "Pilot Images" scanning task. The County will specify the books to be scanned for this task and approve the scanning date (3.2.5).
- The County will determine the county staff that should have access to the on-line Inventory Report and will provide a list of staff with an indication of whether the individual should have full or view only access (3.2.1).
- The Vendor will propose a tentative start date for the project to commence as well as an expected delivery date for each phase.
- Other questions and details regarding the project will be discussed, finalized and documented for vendor and county sign-off.

"Pilot Images" Scan Task (3.2.5):

The Vendor will assign an on-site technician to set up and scan the books defined by the county for the "Pilot Images" task. The images will be scanned and then subsequently processed to meet all the final criteria outlined in the RFP. The following images will be returned to the county on external USB media for The County's inspection:

- Original raw scanned JPG images. These images will not be altered, cropped, rotated or renamed (as needed for left and right sides of bound books scans).
- Single page TIFF images, with standard automated processing and cropping – will have the same folder structure and names as the raw scanned JPG images.
- A multipage TIFF file, using our standard automated enhancement, for each book as well as a final report showing any missing pages/page ranges, poor-quality image flag, flag reason or any other notes about the books/documents.
- We will also provide separate enhanced images for any poor quality images to give the county a sense of what the image enhancement capability for approximately 10% of will be.

Also, at the end of each approved project, we would like to go ahead and scan the "Pilot Images" for the next project before our technicians leave the county. This will enable us to complete the processing for the county to review the deliverables for the

next project more efficiently and work can commence as soon as the next project is approved.

Scan onsite (3.2.1, 3.2.2, 3.2.4):

All scanning will be done on-site, at the county, by Sutterfield Technologies employees (3.1.1, 3.1.2). Sutterfield Technologies will provide all equipment and human resources to complete the on-site scanning (3.1.3). No sub-contractors will be used (Addendum #2 – Item 3).

Sheet fed scanning – for loose page books with sheets up to 12 ½” wide. This process will produce 300 dpi, color or greyscale, JPEG images, 85% or better compression quality, with each book scanned to a single folder with a name corresponding to the book name, with image names being sequential, 8 digit, left zero filled numbers, starting with 00000001.JPG for the first page in each book. Any out of place pages or page preparation required for the scanning will be completed as the technician scans the books (3.2.3).

Wide format scanning – for loose page books with sheet sizes over 12 ½” wide. This process will produce 300 dpi, color, JPEG images, 85% or better compression quality, with each book scanned to a single folder with a name corresponding to the book name, with image names being sequential 8, digit, left zero filled numbers, starting with 00000001.JPG for the first page in each book.

Bound book scanning – for all bound books. This process will produce 300 dpi or better, color, JPEG images, 85% or better compression quality, with each book scanned to a single folder with a name corresponding to the book name. Initially, right and left pages will be scanned independently, with the scanning software producing images with file names containing L or R as the first character followed by an 8 digit incrementing number, starting with R00000001.JPG and L00000001.JPG for each book.

Sheet fed/flat-bed scanning – for marriage license documents. This process will utilize scanners with a sheet feeding mechanism for use with all documents that are in good condition. These scanners also have a flat-bed that can be used to scan fragile documents or other items up to 12” x 18” in size that cannot be scanned using a sheet fed scanner. This process will produce 300 dpi, color or greyscale, JPEG images, 85% or better compression quality, with each can (drawer) scanned to a single folder with a name corresponding to the can (drawer) name, with image names being sequential, 8 digit, left zero filled numbers, starting with 00000001.JPG for the first page in each drawer.

As scanning technicians work with the source materials for each project, they will use the On-Line Inventory Report (3.2.1) as the work list of books/documents to be scanned. As books/documents are scanned, the inventory list will be updated to

reflect that the books have been scanned. Labels will be used to denote which books should be scanned and where to return the books once scanned (3.2.2). The On-Line Inventory Report tool will have version control that tracks each change. Viewing and editing rights to the tool will be granted to county staff as approved by the Boone County Recorder of Deeds or the designated primary point of contact.

After on-site scanning is finished, all scanned images are transported back to the image services lab in Duncan, Oklahoma, copied exactly as scanned, in the identical folder structures used by the on-site scanning technician, to our processing servers. A copy of this "ScanCopy" of the original images is retained in its unaltered form throughout and after the project. Another copy, the "WorkCopy", of the images is then created and used for all subsequent work. Immediately after scanning, a copy of the "ScanCopy" images for the project will be provided to the county (3.2.7).

Automated JPEG to TIFF conversion (3.2.6)

All "WorkCopy" JPG images will be processed to create a Group IV TIFF image having the same file name as each original image. Conversion parameters best suited for each type of image (Photostat, bound book, etc) will be used. Settings will be used to automatically reverse (but not remove) any black borders and to de-skew images (3.2.9). These TIFF images will not be cropped at this point in the processing. Since all bound book images have the right and left pages scanned separately, there will not be a need for page extraction (3.2.8). The bound page over-scan will be removed in a later process.

A copy of the original scanned JPG and these un-enhanced TIFF images will be delivered on external USB media to the county at this point (3.2.7).

Standard Image Enhancement First Pass – Image Conversion QC and Cropping

Images will be loaded into a system that is designed for fast review and cropping by trained imaging technicians. Books are selected by the technician allow the technician to page down through each image, manually cropping each image to remove excess borders (3.2.10). No marginal data will be removed during this process, even if the data is found in a different location on each image (3.2.10). During this process, if the technician recognizes that the image is extremely light, dark, has unreadable regions, or otherwise appears to need additional processing, the software allows the technician to quickly revert the single JPG image with different pre-determined settings to get a better TIF image. If the image cannot be quickly enhanced to obtain an acceptable quality, the image will be flagged as having poor quality. Also, during this process, if the conversion software has failed to recognize and invert a black region, that region can be selected and inverted separately from the rest of the image. All images that cannot be converted to obtain a legible TIF image will be noted for the "Poor Quality

Report” (3.2.12) and for further enhancement later. No “de-speckling” will be done on these images (3.2.9).

Once completed, a book will be marked as completed and will be added to the queue for the Image Enhancement Second Pass by a different image technician.

Standard Image Enhancement Second Pass – Image Conversion QC and Cropping (3.2.11)

A second pass for reviewing image quality will be done by a different image technician. All images in the book will be reviewed, including those already flagged for the Poor Image Quality Report. The second pass technician will see the TIF images produced by the first pass technician (and so should see better images than the first technician). Again, the technician will have the ability to re-convert images based on a set of pre-determined settings. All images that cannot be converted to obtain a legible TIF image will be noted for the “Poor Quality Report” (3.2.12) and for further enhancement later. No “de-speckling” will be done on these images (3.2.9).

Photostats – Marginal Notations and Dual Polarity Correction (3.2.19, 3.2.20)

The automated JPEG to TIFF conversion processes used by Sutterfield Technologies are designed to correctly identify the polarity of the background and foreground for every area of the entire image. When there are alternating regions (as shown in Attachment Two of Addendum #2), our system recognizes each region and correctly inverts it, so the resulting final image is all black text on a white background. The system is also smart enough to recognize when dark ink is used on a dark background and correctly produce a dark foreground on a white background. Every Photostat image is automatically converted using these tools.

Poor Image Quality Report

At this point in the process (prior to indexing), all images that have questionable quality will have been identified, either by the first pass, second pass or both passes of the Standard Image Enhancement process. Sutterfield Technologies will provide the USB drive with the Poor Image Quality Report and the associated images for the county to review. The Poor Image Quality Report will be an Excel spreadsheet with the Book, Image Name and a hot link to open the image for viewing. If the county has a different preference for viewing these images, that process will be accommodated.

Both original JPG and the best quality TIF images will be provided to the county on external USB media for the county to review and decide whether the images should be enhanced further. A senior image technician will choose a few of the sample images to do the full enhancement on, so the county can see what the difference will be on those images.

Prior to delivering this report to the county, a senior image technician will review the images by book to determine whether there was a problem with the scanning process that resulted in poorer quality than was expected. Any books that are identified as needing to be rescanned will also be noted. As the county reviews the Poor Image Quality Report, they will also have the option of reviewing the original books and having any books that had poor quality scans rescanned. These books will be rescanned at no additional cost to the county.

Enhance Poor Quality Images

The county will review the Poor Image Quality Report and approve/disapprove of having the images listed there enhanced further. If there are any books requiring rescanning, arrangements will be made with the county to have those books rescanned and processed as efficiently as possible. The county will notify Sutterfield Technologies when they have determined whether the images on the report are candidates for further enhancement.

For these candidates for further enhancement, an image technician will use a tool that allows them to re-convert from the original JPG with more aggressive and more widely varied settings to obtain the best possible TIF image. If some regions require different settings than the rest of the image, the user can also draw boxes and re-convert selected regions (3.2.17). This process may result in an image that is much “noisier”, that is having a large number of small speckles, but the visibility of the actual data on the image will be much better than the unenhanced image. No “de-speckling” will be done on these images (3.2.9).

Once all images have been processed for image quality, a

Indexing Overview

Indexing for the following types of books/documents will be done after the images have been processed and any images requiring additional enhancement have been processed and accepted by the county:

- a) Numbered Pages – each book that has printed page numbers will have the pages reviewed to determine the actual page number for each page. Any pages with suffixes will have that suffix added (for example 0104A). Any blank, unnumbered pages will be set to blank unless the county has different criteria for identifying blanks.
- b) Index Books/Sections – each index book or portion of a book that has index pages will be indexed by the first letter for that page.
- c) Document Number – each book with instruments/documents will be indexed to a 10 digit number containing the 4 digit year plus the left zero filled number of the recorded document for that year (Addendum #2 – Item Q). Typically, if the

documents have the instrument number printed/written on them, then the indexer will enter that number, or if the instrument numbers are not recorded, the indexer will indicate where the first page of each instrument begins and the system will assign the next sequential number for that book (3.2.14). Also, during this indexing process, when an instrument begins somewhere other than the top of a page, the page will be duplicated and noted for later document masking processes (3.2.18).

- d) Marriage Licenses – each Marriage License will be indexed by the 8 digit document number and the book/page number (Addendum #2 – item K).

Once the pages have been indexed, a Missing Pages Report is created showing any missing pages or ranges. This report is used to determine whether the pages are actually missing from the book or were missed in the scanning process. If images were missed, they will be noted on the report, rescanned and have processed images placed in the correct books. When a missing page is re-scanned and placed, such will be indicated on the missing pages report. All pages that are determined to actually be missing in the book will be identified on the final report as “Unavailable” (3.2.16) and a special image indicating the page is missing will be inserted into the images for the book.

Complete double blind indexing will be done for all book/page, instrument number, index character and marriage licenses (3.2.15). If computer data that can be used to expedite, validate or constrain the indexing is available from Mobilis, the programming staff that formats the data and images will utilize the Mobilis data.

After both passes of indexing is completed, the index data will be electronically compared by a senior image technician using data processing tools. Any discrepancies between the data from each indexing pass will be inspected and corrected. Additional data processing tools will be used to determine whether any outlying data exists (missing page numbers, duplicated page numbers, missing instrument numbers, duplicate instrument numbers, etc.). Any anomalies found will be reviewed with county staff prior to the final data and image formatting processes.

Page Duplication and Document Masking

During the document number indexing phase, all documents that were identified as having multiple documents on the same page will be processed (3.2.18). This process will occur after the double-blind data entry for the images has been completed. The regions on each page that are not part of that document will be blanked.

Formatting Data and Images for Delivery

Sutterfield Technologies has extensive experience preparing data files and images. As part of the preparation for this response to Boone County’s RFP, we have discussed

the file formats and naming conventions for import data with programming staff at Mobilis and will be able to format these images to meet the requirements provided (3.2.21).

Early in the indexing process, a senior imaging technician will prepare a set of sample files based on our understanding of the Mobilis specifications. This sample will contain a small number of images, from several ranges of documents on the project and will have all processing and indexing completed. These samples will be prepared using the methods and parameters we understand to be required by Mobilis for the final product. This sample will be provided to the county and to Mobilis for review so that any adjustments that need to be made to the output formatting can be made prior to the final delivery.

The following detail explains our understanding of how the county expects delivery of images during the image processing and indexing process. We have listed the following points in our processes (with the RFP section that led us to conclude this was a delivery point). The points listed below are good points in our processes for us to deliver the images at the then current state on USB media at no additional cost to the process. After review of our response, we anticipate that the county will be able to clarify whether all these instances are required. The deliverables and timing of delivery will be fully discussed, modified and approved by the county at the Project Planning Meeting:

- Books or documents from the “Pilot Images” scanning task, with images completely processed and delivered in multipage TIFF files for the county to review the image quality prior to commencing the full on-site scanning (3.2.5).
- After the manual image enhancement, the images that were identified as having poor image quality during the QC phase will be sent to the county, along with a report listing those images. Sutterfield Technologies will supply a spreadsheet with links to these images (3.2.12).
- Early in the indexing process, a small sample of data and images will be provided to the county and to Mobilis for review and approval of our formats.
- At the conclusion of the indexing process, after any missing pages have been found or confirmed to be missing, a set of two USB external hard drives containing a separate folder for each of the following data and images. These drives are considered the final deliverable product.
 - The original scanned JPG images, with each books images in a single folder, using the book name as the folder name and with each image name sequentially numbered starting with 00000001.
 - The final TIF single page images (having the same file names as the original scanned images), also in folders with the same names as the original JPG images.

- Final multipage TIFF images, corresponding to the specifications outlined by Mobilis for import of images.
- Data files containing book/page data, instrument number data and a reference to the multipage TIFF image for that instrument.

Other Scope of Work Topics Not Covered Previously

- 3.2.22. **Confidentiality:** All county records are kept confidential. The images and records, even those that are public, are considered to be the property of the county and will not be sold, shared or otherwise disclosed without permission of the county. It is assumed that the release of the images and data to Mobilis (or any other vendor specified by the county) for approval and review processes is excluded from this clause.
- 3.2.23. **Correction of Work/Re-Scanning Required:** Any work found to be deficient by the county will be corrected at no additional cost to the county.
- 3.2.24. **Sub-Contractors:** No sub-contractors will be used on this project. All human resources utilized will be employees of Sutterfield Technologies.
- 3.2.25. **Right to Inspect:** Boone County staff are welcome to inspect our on-site work processes or to visit our image processing facility in Duncan, Oklahoma at any time before or during the execution of this project.
- 3.2.26. **Invoices:** Each project will be billed upon completion and acceptance by the Boone County Recorder of Deeds office. Terms of payment are the same as the county's stated payment process in this section.

Appendix A – Sample Images

The following 4 pages have samples of images processed by Sutterfield Technologies for other counties.

Handwritten notes on the left margin, possibly a list or index, including the word "Mammals" and other illegible text.

Main body of handwritten text, consisting of several paragraphs of cursive script. The text appears to be a detailed report or journal entry, with some lines starting with "The..." and "I...".

The notes herein described having been paid to the lender herein is hereby satisfied, released and discharged this 23rd day of Nov. 1911.
J.W. Allen
Attest C. F. Morgan Notary Public

J. W. Allen + Wife, Warranty Deed.

La Fitt F. Bialeschki. With Sin and Relinquishment of Power -
Know all men by these presents; That we, J. W. Allen and Bertie F. Allen, his wife, for and in consideration of the sum of Twenty six hundred and forty (\$2640.00) Dollars, paid and to be paid by La Fitt F. Bialeschki as follows, to-wit: Thirteen hundred and Twenty # dollars cash in hand (the receipt of which is hereby acknowledged), and Two promissory notes of even date herewith for the sum of \$600.00 each, due on or before one and two years after date respectively (Interest payable annually) bearing interest from date until paid, at the rate of six per cent per annum, do hereby grant, bargain and sell unto the said La Fitt F. Bialeschki and unto his heirs and assigns forever the following lands lying in the County of Arkansas and State of Arkansas, to-wit: The southeast quarter 8 1/4 of Section Thirty six (36) in Township Five (5) South Range Three (3) West, and the North half (N 1/2) of the Northeast quarter (N.E 1/4) of Section One (1) in Township Six (6) South Range Three (3) West, containing 240 acres, according to government survey.

To have and to hold the same unto the said La Fitt F. Bialeschki and unto his heirs and assigns forever, with all appurtenances thereto belonging.

And we hereby covenant with the said La Fitt Bialeschki that we will forever warrant and defend the title to said lands against all claims whatever, and that said lands are free from all liens and incumbrances. It being herein expressly understood that a lien is hereby retained upon said lot or parcel of land to secure the payment of residue of the purchase money hereinbefore mentioned.

And I Bertie F. Allen, wife of the J. W. Allen, for and in consideration of the said sum of money, do hereby release and relinquish unto the said La Fitt F. Bialeschki all my right of dower and homestead in and to the said lands.

Witness our hands and seals on this 14th day of Nov. 1902.

J. W. Allen, (S.S.)
Bertie F. Allen, (S.S.)

Acknowledgment.

State of Arkansas, ss
County of Arkansas, ss Be it remembered, That on this day came before me, the undersigned, a Notary Public,

300 155 473

473

29

RELEASES OF MORTGAGES

For and in consideration of full payment in complete satisfaction of the debts therein named, First National Bank, Gravelle, Arkansas, a Corporation, does hereby release the following described mortgages to-wit:

One dated December 2, 1936, filed for record in Benton County, Arkansas at 1:30 o'clock P.M. and Recorded in Book 10, Page 107. Given by Samuel Addington and Ellen Addington, his wife to First National Bank, Gravelle, Arkansas for the sum of \$1500.00 and secured by the following described real estate premises, to-wit:

Lot 2 and the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 and the Southwest 10 acres of Lot 1 and the SW 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 12, Township 11 North and Range 24 East, containing more or less.

And another one Dated November 21st, 1936, filed for record in Benton County, Arkansas at 10 o'clock A.M. and Recorded in Book 10, Page 108. Given by Samuel Addington and Ellen Addington, his wife to First National Bank, Gravelle, Arkansas for the sum of Seven Hundred and No/100 (\$700.00) and secured by the following described real estate and premises, to-wit:

Lot 2 and the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 and the Southwest 10 acres of Lot 1 and the SW 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 12, Township 11 North and Range 24 East, containing more or less.

all located in Delaware County, Missouri.

IN WITNESS WHEREOF, the said First National Bank, Gravelle, Arkansas caused this release to be signed, executed and attested by its officers, this 27th day of November, 1947.

Attest: James M. [Signature]
Secretary.

FIRST NATIONAL BANK, GRAVELLE, ARKANSAS
[Signature]

STATE OF ARKANSAS,)
County of Benton..)..SS.

27 Before me, a Notary Public in and for said County of Benton, Arkansas, on this 27th day of November, 1947, personally appeared Samuel Addington to me known to be the identical person, who subscribed and acknowledged to me that he executed the said mortgage instrument and dead and as the free and voluntary act and deed of both parties for the uses and purposes therein set forth.

Witness my hand and official seal this 27th day of November, 1947.
My commission expires May 5-1948

[Signature]
Notary Public.

BOOK 155 PAGE 473

Book 155 page 473

#1654

RECORDED
INDEXED
NOV 27 1943
DELAWARE COUNTY

RELEASES OF MORTGAGES.

For and in consideration of full payment and complete satisfaction of the debts therein named, First National Bank, Gravette, Arkansas, a Corporation, does hereby release the following named and described mortgages to-wit:

One dated December 2, 1925, Filed for record December 2nd, 1925 at 1:30 o'clock P.M. and Recorded in Book 84 at Page 284. Given by Samuel Addington and Ellen Addington, husband and wife to First National Bank, Gravette, Arkansas for the sum of \$1500.00 and secured by the following described real estate and premises, to-wit:

Lot 2 and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, and the Southwest 10 acres of Lot 1 and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, all in Township 21 North and Range 24 East. Containing 160 acres, more or less.

And another one Dated November 21st, 1938, Filed for Record November 23, 1938 at 10 o'clock A.M. and Recorded in Book 120 at Pages 170 and 171 Given by Samuel Addington and Ellen Addington, husband and wife to First National Bank, Gravette, Arkansas for the sum of Seven Hundred and No/100 (\$700.00) and secured by the following described real estate and premises, to-wit:

Lot 2 and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, and the Southwest 10 acres of Lot 1 and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, all in Township 21 North and Range 24 East. containing 160 acres, more or less.

all located in Delaware County, Oklahoma.

IN WITNESS WHEREOF, the said First National Bank, a corporation has caused this release to be signed, executed and delivered by its proper officers, this 27th day of November, 1943.

Attest: Joe M. Addington
Secretary.

FIRST NATIONAL BANK, Gravette, Arkansas.
By J. M. M. Callister
Vice President.

STATE OF ARKANSAS, }
County of Benton.. }..SS.

Before me, a Notary Public in and for said County and State, on this 27 day of November, 1943, personally appeared J. M. M. Callister, to me known to be the identical person, who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand and official seal the day and date above written.
My commission expires May 2 1946
[Signature]
Notary Public.

**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 Sutterfield Technologies, INC (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(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

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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. 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.

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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

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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

Company ID Number: 639818

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.

Company ID Number: 639818

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,

Company ID Number: 639818

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.

Company ID Number: 639818

Approved by:

Employer Sutterfield Technologies, INC	
Name (Please Type or Print) Talltha A Sutterfield	Title
Signature Electronically Signed	Date 02/05/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/05/2013

Company ID Number: 639818

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Sutterfield Technologies, INC
Company Facility Address	101 N 14th ST Duncan, OK 73533
Company Alternate Address	
County or Parish	STEPHENS
Employer Identification Number	464346898
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 639818

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

OKLAHOMA

1 site(s)

Company ID Number: 639818

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

Name Richard Sutterfield
Phone Number (580) 786 - 4390
Fax Number (866) 696 - 0551
Email Address richard@sutterfieldtechnologies.com

Name Sarah Brantley
Phone Number (580) 786 - 4390
Fax Number
Email Address sarah@sutterfieldtechnologies.com

Name Talitha A Sutterfield
Phone Number (580) 786 - 4390
Fax Number (866) 696 - 0551
Email Address talitha@sutterfieldtechnologies.com

Company ID Number: 639818

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ADDENDUM #3 to RFP#30-20JUL18

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

BOONE COUNTY, MISSOURI

Request for Proposal 30-20JUL18 – On-Site Scanning Services

ADDENDUM #3 - Issued July 26, 2018

Prospective offerors are hereby notified of the following revisions to Request for Proposal 30-20JUL18:

1) Paragraph 2.1.2 shall be **REVISED** as follows (*some text deleted*):

2.1.2 Purpose: The purpose of this Request for Proposal (RFP) is to obtain a contractor or contractors to provide **On-Site Scanning Services** of Boone County records for the Boone County Recorder of Deed's Office. The ultimate goal is to increase efficiency, improve customer service, *and* preserve vital records from further damage for the Boone County Recorder's Office.

2) Paragraph 3.1.2 shall be **REVISED** as follows:

3.1.2 The contractor shall provide all necessary *materials, supplies*, mobile scan center hardware, software, *and* staff including project managers to perform scanning on-site or on-premise. *The contractor has the option of performing on-site scanning 24 hours per day, 7 days a week in order to complete defined project scanning.*

3) Paragraph 3.1.3 shall be **REVISED** as follows:

3.1.3 In order for the contractor to perform on-site scanning services described herein, the County will provide the contractor with a minimum 12' x 18' space in the Boone County Government Center near the records vault, *e.g., immediately outside the vault*, including access 24 hours per day, 7 days a week. The County will provide electricity, lighting and heat/air to allow on-site scanning. *Records shall not be allowed to leave the building.*

4) Paragraph 3.1.4 shall be **ADDED** as follows:

3.1.4 The contractor shall consult with the Recorder's Office on an as needed basis in the event any document poses scanning challenges that require special processing/consideration, for example black ink hand notations on black backgrounds in photostat records. The contractor shall work with the Recorder's

Office to create a scan record of the original record that is as close to the original record as is technically possible.

5) Paragraph 3.2.1 shall be **DELETED** in its entirety.

6) Paragraph 3.2.4 shall be **REVISED** as follows:

3.2.4 Book Scanning: The contractor shall scan all books at a minimum 300 dpi in color, and save in industry-standard *TIFF or JPEG* format. *If saving into JPEG*, then the image must be scanned with a minimum 85% quality compression. Photostat pages containing 256 shades of gray and must be scanned in Grayscale to minimize the JPEG file size. All JPEG images must be sequentially numbered by a zero filled 8-digit number and stored in folders named by the book number.

7) Paragraph 3.2.6 shall be **REVISED** as follows:

3.2.6 JPEG to TIFF Conversion: *If the contractor has not initially scanned the documents into TIFF, then* the contractor must convert all JPEG images to 300dpi single page black and white TIFF images with Group IV compression. Until image enhancement has been completed, *all* TIFF images must be sequentially numbered by a zero filled 8-digit number and stored in folders named by the book number (or document number range for approximately 1,000 documents if the book number is not present). Although these are not the final images, the County expects these images to be delivered on separate Hard Drive.

8) Paragraph 3.2.7 shall be **REVISED** as follows:

3.2.7 USB Hard Drives: All *completed* formatted images *including the poor-quality image report* must be copied to two (2) sets of external USB hard drives and shipped back to the County when completed.

9) Paragraph 3.2.9 shall be **REVISED** as follows:

3.2.9 Automatic Image Enhancement: *As needed*, the contractor must automatically de-skew and remove solid black borders on each TIFF image for optimum file compression. De-speckling shall not be performed on scanned images.

10) Paragraph 3.2.11 shall be **REVISED** as follows:

3.2.11 Double Inspect & Verify: The contractor must visually inspect 100% of the TIFF images for poor quality. Because *image* quality is subjective, the contractor shall understand and agree that the County shall require a second-pass inspection by a second inspector that the contractor shall provide (*see also paragraph 3.2.15 herein*). The poor-quality images identified by the first and second inspector must be consolidated by the contractor into one report of poor quality images for the County's review and approval.

11) Paragraph 3.2.13 shall be **DELETED** in its entirety.

12) Paragraph 3.2.15 shall be **REVISED** as follows:

3.2.15 **Second Review, Index & Verify:** Manual grouping and indexing is prone to human errors, therefore the County is requiring **a second review with** indexing to help eliminate the errors, *i.e., the* contractor shall group and index 100% of the images a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer must be compared electronically, and any mismatches must be inspected, verified or corrected by a third indexer to guarantee the highest grouping and indexing accuracy possible.

13) Paragraph 3.2.19 shall be **REVISED** as follows:

3.2.19 **Marginal Notations:** Photostat books commonly contain a white border around the black page. The book-page number, reference book-page number, and release information is commonly located in this white border and referred to as "Marginal Notations." The contractor must have the ability to include these notations in the image and make all the background white, and all the text and handwriting black *subject to special-case situations addressed in paragraph 3.1.4.*

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 RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages.*

By: _____
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The OFFEROR has examined **Addendum #3** to Request for Proposal #30-20JUL18 – **On-Site Scanning Services**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

City & State: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



ADDENDUM #2 to RFP#30-20JUL18

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

BOONE COUNTY, MISSOURI

Request for Proposal 30-20JUL18 – On-Site Scanning Services

ADDENDUM #2 - Issued July 9, 2018

Prospective offerors are hereby notified of the following revisions to Request for Proposal 30-20JUL18:

1) Paragraph 3.3.4 shall be **REVISED** as follows:

3.3.4 **Contract Period:** The initial contract period shall run **Date of Award through June 30, 2019**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.

2) Paragraph 4.5.7 shall be **REVISED** as follows (*NOTE – Text has been deleted*):

4.5.7 **Samples:** Boone County reserves the right to request samples as part of the evaluation process, i.e., before any contract award(s) is made. Boone County also reserves the right not to request a sample for evaluation if the County is otherwise familiar with the offeror's work or deems a sample unnecessary for further evaluation. The offeror must understand and agree that all samples must be furnished free of expense to the County, and that the sample will not be returned by the County.

3) The paragraph titled **Direct or Subcontracted Work** on the Vendor Response and Pricing Pages shall be **REVISED** as follows:

Direct or Subcontracted Work:

Address in the space provided if the *on-site scanning services as described herein* will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the scanning services. If any subcontractors are to be used, then identify the subcontractor by name and location.

4) The following Attachments are **ADDED**:
Attachment One: Materials To Scan Description

Attachment Two: Photostats samples

5) Paragraph 2.1.2 is **REVISED** as follows:

2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Debarment
- 7) Certification Regarding Lobbying
- 8) Work Authorization Certification
- 9) "No Bid" Response Form
- 10) Boone County Standard Terms and Conditions
- 11) Attachments One and Two**

6) Paragraph 3.2.7 is **REVISED** as follows:

3.2.7 ***Final Work Product on USB Hard Drives: The final work product shall be the enhanced TIFF image from scanned documents.*** All formatted images, including single-page JPEG images, must be copied to two (2) sets of external USB hard drives and shipped back to the County when completed.

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

The County received the following questions and is providing the following responses:

a. Are on-site visits to review the condition of the items to be scanned allowed? If so, please elaborate on how to make arrangements. If an on-site visit is not allowed, can the County provide further details about the page sizes for each type of book to be scanned in each project?

Response: Yes, on-site visits are allowed; please contact the Buyer of Record, Liz Palazzolo to schedule a visit. The cut-off for visits is July 19, 2018. Liz may be contacted at 573-886-4392 or lpalazzolo@boonecountymo.org. Please also see Attachment One for page sizes for materials that are intended for scanning.

b. Will the on-line inventory need to include volumes not listed in the RFP?

Response: The on-line inventory will only include the volumes that are scanned as part of this RFP.

- c. The RFP refers to “Mechanical Binders.” Are these binders that hold loose page documents such as Enduro Indestructo models that allow for removal of the pages such that they can be scanned using a sheet fed scanner?

Response: Yes, mechanical binders can be opened, and loose pages removed for scanning.

- d. The specifications for “Pilot Images” indicate that a sample batch of images must be scanned, cropped, enhanced, grouped as documents, indexed by document #/book & page, and saved as multiple TIFs. Will it be acceptable to the County for the image processing other than scanning to be done off-site?

Response: Yes

- e. Please clarify the “initial contract period” in the RFP – the end date appears to precede the date of award.

Response: Please see the revision to paragraph 3.3.4 here in Addendum #1.

- f. The paragraphs describing “Samples” indicated that “the offeror must be able to convert the image to microfilm and return it to the County for inspection.” There are no other references in the RFP to inclusion of or creation of microfilm. Please clarify.

Response: Please see the revision to paragraph 4.5.7 here in Addendum #1.

- g. Can the County provide the maximum page size for the “Oversize Mechanical Books”? What are the different sizes of pages to be scanned?

Response: Please see Attachment One for page sizes of materials to be scanned.

- h. Are all 5 projects to be completed back-to-back or will we need to come on-site 5 different times? Related, will the County require that more than one project be executed at one time, or will the projects be approved sequentially, after the previous project is completed and delivered.

Response: It is likely to require more than one visit to conduct described scanning. Whether all projects are conducted simultaneously or back-to-back depends on pricing and available funds. It is anticipated that completing all five projects will cover multiple years.

- i. Are the marriage licenses stored in envelopes?

Response: Some are, whereas others are not. All are contained in metal drawers (canisters).

- j. Do the marriage licenses contain multiple sheets, fastened together with staples or other fasteners?

Response: Yes.

- k. Are the marriage licenses numbered or is there some other index criteria for line item 58 and 59?

Response: Marriage licenses are issued an 8-digit document number, and a book/page. The document number begins with the 4-digit year and ends with the sequential license number for that year. For example, 20170016 would be the 16th license issued in 2017.

- l. The paragraph on the Vendor Response and Pricing Pages under “Subcontracted Work” mentions “painting services.” Please clarify.

Response: Please see the revision to Direct or Subcontracted Work paragraph under section 5.5 on the Vendor Response and Pricing Pages here in Addendum #1.

- m. Paragraph 3.1.2 reads “...scanning on-site or on-premise 24 hours per days, 7 days per week.” Does this mean that we *can* scan 24/7 or that we *have* to scan 24/7?

Response: It means that the option exists if the vendor prefers to scan 24X7; it is not required by the County.

- n. What is the reason to scan in color and/or in Grayscale if the images are to be converted to black and white as per paragraph 3.2.6?

Response: This allows the County to compare the TIFF image to the colored JPEG image for quality inspection.

- o. Are you requesting a copy of the unenhanced scans as well as the final “cleaned-up” scans?

Response: This depends on the amount of time before the cleaned-up image can be provided.

- p. Is the final deliverable to be (1) unenhanced TIFF images (2) enhanced TIFF images and (3) JPEG images?

Response: The final deliverable is the enhanced TIFF image. Please also see revised paragraph 3.2.7.

- q. Can you provide a sample of the document number (it is alpha-numeric, how many characters)?

Response: The County’s land records document numbers are 10-digit numbers, starting with the 4-digit year, and ending with the sequential document number for that year, filled-in with zeroes. For example, 2018000025 would be assigned to the 25th document recorded in 2018.

- r. Is access to the books limited to one-time only? (If the County is not satisfied with an image, we can often obtain better results by changing the scanner setting rather than trying to re-edit the back-up image.)

Response: No - Access is not limited to one-time. The County will provide whatever access the vendor requires within reason.

- s. Can you provide a picture of the Dual-Polarity and Photostat pages?

Response: Please see Attachment Two.

- t. What shipping costs does the County anticipate? Isn’t the vendor responsible for these costs?

Response: The costs of sending the memory sticks containing the enhanced images to the County. Also see RFP paragraph 3.3.8(d).

- u. Based on my reading of the RFP, it seems that the vendor is to come on-site just to scan, but all processing and image enhancement is to be done at the vendor's facility...is this correct?

Response: Yes, the intent is that enhancement is done off-site. If the vendor believes that they want to conduct enhancement of the image on-site, the proposal should state this. Space may be available on-site.

- v. Who wrote the specifications for the RFP?

Response: The Records Office developed RFP specifications based on input from multiple vendors prior to going into bid.

- w. Comment on the condition of bound books.

Response: The condition of bound books varies. A few of the very old books are in bad condition, but many of the books are in fair to good condition.

- x. Can a book in bad condition be taken apart and re-bound?

Response: Yes, as needed.

- y. What commercially-available software will be used to import index book images into the i-County system?

Response: This RFP is only for scanning services. Importing the images will be handled separately by the County in another project. It is not part of this RFP.

- z. Does the index books' structure change over the years?

Response: Yes, the early index books (prior to 1960) are in books which each contain the entire alphabet for a brief period of time (1-3 years). From 1960-1984, Cott index books are used which contain the standard system of breaking the alphabet into small chunks.

- aa. Is Boone County open to dropping the scanned images into a formalized index book software structure in the future?

Response: Yes, the County anticipates this as the next project that will be conducted either in-house or through a vendor. It is not part of this RFP.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By: _____
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The OFFEROR has examined **Addendum #2** to Request for Proposal #30-20JUL18 – **On-Site Scanning Services**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

City & State: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



ADDENDUM #1 to RFP#30-20JUL18

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

BOONE COUNTY, MISSOURI

Request for Proposal 30-20JUL18 – On-Site Scanning Services

ADDENDUM # 1 - Issued July 5, 2018

Prospective offerors are hereby notified of the following revisions to Request for Proposal 30-20JUL18:

1. The **proposal submittal deadline** is extended:

FROM: 2:00 P.M. July 20, 2018

CHANGED TO: 2:00 P.M. Central Time August 2, 2018

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

2. Paragraph 1.2 is **REVISED** as follows:

- 1.2 **Proposal Submission Deadline:** All proposals shall be **delivered before 2:00 P.M., Central Time, on Thursday, August 2, 2018** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

3. Paragraph 1.5 is **REVISED** as follows:

- 1.5 **Proposal Opening:** Proposals will be opened publicly at 2:00 P.M. on **August 2, 2018** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

4. Paragraph 1.7 is **REVISED** as follows:

1.7 Guideline for Written Questions: *All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., July 19, 2018* (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By: _____
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The OFFEROR has examined **Addendum #1** to Request for Proposal #30-20JUL18 – **On-Site Scanning Services**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

City & State: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR ON-SITE SCANNING SERVICE

RFP # 30-20JUL18

Release Date: June 20, 2018

**Submittal Deadline:
July 20, 2018
not later than 2:00 P.M. CST**

**Boone County Purchasing
613 E. Ash Street
Columbia, Missouri 65201**

**Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

RFP #: 30-20JUL18 - On-Site Scanning Services

Sealed proposals will be accepted until **2:00 P.M. on July 20, 2018** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

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

Insertion: Wednesday, June 20, 2018
COLUMBIA MISSOURIAN



1. INTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **July 20, 2018** to:
- Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460
- 1.2.1 The County will not accept any proposals received after 2:00 P.M.
Late proposal responses may be returned unopened if the vendor requests within ten (10) business days after RFP opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
- 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on July 20, 2018 but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department must not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***

1.7 Guideline for Written Questions: ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., July 9, 2018*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

1.8 RFP Addenda: In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **On-Site Scanning Services** as set forth herein.

2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Debarment
- 7) Certification Regarding Lobbying
- 8) Work Authorization Certification
- 9) "No Bid" Response Form
- 10) Boone County Standard Terms and Conditions

2.1.3 Purpose: The purpose of this Request for Proposal (RFP) is to obtain a contractor or contractors to provide **On-Site Scanning Services** of Boone County records for the Boone County Recorder of Deed's Office. The ultimate goal is to increase efficiency, improve customer service, preserve vital records from further damage, and effectively archive and manage the records inventory for the Boone County Recorder's Office.

2.1.4 The County of Boone - Missouri, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as the "contractor(s)" for on-site scanning services. The proposed amount of work specified herein is based on history but it must be understood that the amounts are estimates and averages. Offerors responding to this RFP are required to quote fixed prices for specified work that include all costs to perform on-site scanning services, i.e., equipment, labor and support including related travel, food and lodging, materials and supplies required to perform the work specified in this Request for Proposal.

2.2 Background Information:

2.2.1 Boone County is situated in Central Missouri and includes nine communities: six cities and three towns. The County has a population of approximately 175,000 and contains 685 square miles.

2.2.2 **The Boone County Recorder of Deeds** is an elected official who officiates over an office that serves as a repository for public records relating to real estate, the Uniform Commercial Code, marriage licenses, tax liens, servicemen's discharges, and other miscellaneous documents. The service function of the office includes verification of documents presented for record, a cross-referencing retrieval system, and the permanent retention and preservation of records for public use.



3. SCOPE OF WORK:

3.1 General Requirements:

- 3.1.1 The contractor shall perform on-site scanning services for the Boone County Recorder of Deed's Office pursuant to requirements stated herein.
- 3.1.2 The contractor shall provide all necessary mobile scan center hardware, software, staff including project managers and to perform scanning on-site or on-premise 24 hours per day, 7 days a week.
- 3.1.3 In order for the contractor to perform on-site scanning services described herein, the County will provide the contractor with a minimum 12' x 18' space in the Boone County Government Center near the records vault, including access 24 hours per day, 7 days a week. The County will provide electricity, lighting and heat/air to allow on-site scanning.
 - a. Hardware: The County will allocate sufficient hard drive storage to import TIFF images into the system.
 - b. Import: The County will provide guidance and limited assistance to the contractor to successfully import images into the County imaging system.

3.2 Specific Tasks:

- 3.2.1 **On-Line Inventory Report:** The contractor shall prepare an on-line inventory report that provides a complete inventory of Recorder's Office books. The contractor shall be responsible for conducting timely updates of the on-line inventory throughout the duration of the contract. The on-line inventory shall be set-up to allow the County to be able to key-in the first and last book number to be scanned.
- 3.2.2 **Book Tracking:** The contractor shall apply labels to the County's shelving units to identify the location where books are to be returned after scanning. Labels must be removed by the contractor once scanning has been completed.
- 3.2.3 **Book Inspection:** If books or pages in mechanical binders require sorting or preparation, the contractor shall sort and prep them.
- 3.2.4 **Book Scanning:** The contractor shall scan all books at a minimum 300 dpi in color, and save in industry-standard JPEG format with a minimum 85% quality compression. Photostat pages containing 256 shades of gray and must be scanned in Grayscale to minimize the JPEG file size. All JPEG images must be sequentially numbered by a zero filled 8-digit number and stored in folders named by the book number.

- 3.2.5 **Pilot Images:** The contractor shall understand and agree that the County will inspect the first 1,000 images each time that the media changes and approve image quality and index accuracy. The contractor must produce a pilot of 1,000 images from each media change that will be cropped, enhanced, grouped as documents, indexed by document # or book-page # and saved as multi-page TIFF's that can be easily viewed by any imaging viewer.
- 3.2.6 **JPEG to TIFF Conversion:** The contractor must convert all JPEG images to 300dpi single page black and white TIFF images with Group IV compression. Until image enhancement has been completed, TIFF images must be sequentially numbered by a zero filled 8-digit number and stored in folders named by the book number (or document number range for approximately 1,000 documents if the book number is not present). Although these are not the final images, the County expects these images to be delivered on separate Hard Drive.
- 3.2.7 **USB Hard Drives:** All formatted images, including single-page JPEG images, must be copied to two (2) sets of external USB hard drives and shipped back to the County when completed.
- 3.2.8 **Page Extraction:** In the event that a single bound book image contains two (2) pages, e.g., left & right, the contractor shall manually extract each individual page and save each as a new single page image. Excess borders must be removed by the contractor during this process.
- 3.2.9 **Automatic Image Enhancement:** The contractor must automatically de-skew and remove solid black borders on each TIFF image for optimum file compression. De-speckling shall not be performed on scanned images.
- 3.2.10 **Excess Border Removal:** The contractor shall provide manual cropping to provide a more accurate original page size, using fewer bytes per image, and allowing for better performance of the contractor's scanning system and overall appearance of every image. No data or marginal notations shall be removed from the image during this process.
- 3.2.11 **Double Inspect & Verify:** The contractor must visually inspect 100% of the TIFF images for poor quality. Because Image quality is subjective, the contractor shall understand and agree that the County shall require a second-pass inspection by a second inspector that the contractor shall provide. The poor-quality images identified by the first and second inspector must be consolidated by the contractor into one report of poor quality images for the County's review and approval.
- 3.2.12 **Poor Quality Image Report:** The contractor shall understand and agree that the County will review images on the poor-quality image report and approve the enhancement and indexing of poor quality images. The contractor must provide a report on the USB Hard Drive of single page TIFF images that identifies the book number, sequential TIFF image number and the reason why it has been flagged (e.g., light, dark, blurry, poor quality original, a page missing, duplicate or out of order). The poor-quality image software must identify the exact number of poor quality images so the County can inspect, audit and approve the quantity of images to be enhanced prior to the enhancement process.
- 3.2.13 **USB Hard Drives:** The poor-quality image report must be included on the two sets of

external hard drives containing TIFF images (see also paragraph 3.2.7).

- 3.2.14 **Manually Group & Index:** In the event computer index data is not available, the contractor must manually group individual pages together for each document and index each document by the document number (when available), or the book-page number of the first page of each new document when the document number is unavailable. Index books must be indexed by the letter tab within each book.
- 3.2.15 **Double Group, Index & Verify:** Manual grouping and indexing is prone to human errors, therefore the County is requiring double-grouping and indexing to help eliminate the errors. The contractor shall group and index 100% of the images a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer must be compared electronically, and any mismatches must be inspected, verified or corrected by a third indexer to guarantee the highest grouping and indexing accuracy possible.
- 3.2.16 **Missing Pages:** When a missing page is located, the contractor must e-mail the County and request a copy be scanned and e-mailed to the contractor, or an original be shipped to the contractor. Missing pages that are replaced by the contractor must be identified as "Missing and Replaced." Pages that cannot be located shall be identified as "Unavailable." The contractor shall use an "Unused Page #" flyer inserted in place of the missing page in order to keep the total number of scanned images in sync with the total number of recorded pages. Each missing page shall be charged as a "Poor Quality Image."
- 3.2.17 **Image Enhancement:** The contractor must have the ability to adjust the poor contrast of an entire page or *any specific area* on a page without degrading the quality of the rest of the page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, the contractor shall enhance the TIFF image from the JPEG backup image without having to physically re-scan the original media.
- 3.2.18 **Page Duplication & Document Masking:** Hand-written and typed books commonly have multiple documents on a single page. These pages must be electronically duplicated by the contractor so that each document can have their own set of images. The contractor must then "mask" or white-out the portion of the page not associated with the given document.
- 3.2.19 **Marginal Notations:** Photostat books commonly contain a white border around the black page. The book-page number, reference book-page number, and release information is commonly located in this white border and referred to as "Marginal Notations." The contractor must have the ability to include these notations in the image and make all the background white, and all the text and handwriting black.
- 3.2.20 **Dual Polarity Correction:** The majority of photostat pages are black-background with white text, however some pages contain a mix where a portion of the page contains black background with white text, and another portion contains white background with black text. The contractor must have the ability to correct dual polarity so the entire page contains white background with black writing in cases where dual polarity pages are found.

- 3.2.21 **Formatting:** The contractor must format the images and indexes to the requirements provided by the system vendor (i.e., Mobilis).
- 3.2.22 **Confidentiality:** The contractor must treat all records that the contractor has been allowed access to in order to perform contract services in a confidential manner. The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County.
- 3.2.23 **Correction of Work /Re-Scanning Required:** The contractor must promptly correct and/or re-scan all completed work rejected by the County as faulty, defective, or failing to conform to specifications contained herein. The contractor must bear all costs of correcting and/or re-scanning such rejected work.
- 3.2.24 **Sub-Contractors:** The contractor must not employ subcontractors without the advance written permission of the County.
- 3.2.25 **Right to Inspect:** The contractor must allow inspection of the contractor's process at the request of the County.
- 3.2.26 **Invoices:** The contractor must submit itemized invoices for completion of requested service. Payment will be made within thirty (30) calendar days from receipt of an accurate monthly statement. The contractor's invoice must note any amount and invoices that are past due. Specific billing addresses for each specific office follow:
- a. Boone County Recorder of Deeds, 801 East Walnut, Room 132, Columbia, MO 65201.
 - b. The contractor's invoices, packing slips and delivery tickets must contain the County contract number.

3.3 Other Requirements:

- 3.3.1 **Warranty:** The contractor warrants that the work including equipment and materials provided must conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality, and be free from all faults, defects, or errors. Whenever required by the specifications of the Request for Proposal, the contractor warrants that all equipment and materials provided must be new. If the contractor is notified in writing of a fault, deficiency or error in the work provided within one (1) year from completion of the work, the contractor must, at the County's option, either re-perform such portions of the work to correct such fault, defect or error, at no additional cost to the County, or refund to the County, the charge paid by the County, which is attributable to such portions of the faulty, defective or erroneous work, including the costs for re-performance of the work provided by other contractors.
- 3.3.2 **Insurance Requirements:** The contractor must not commence work under the contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor must 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 must be in amount(s), form(s) and company(ies) 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.

- a. The contractor must purchase and maintain in force, at its own expense, property insurance covering any loss or damage of the County owned records.
- b. **Compensation Insurance:** The contractor must take out 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 must 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 must meet Missouri statutory limits. Employers' Liability limits must 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 must provide and must cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- c. **Compensation General Liability Insurance:** The contractor must take out and maintain during the life of the contract, such comprehensive general liability insurance as must protect them and any subcontractor performing work covered by the 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 must 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 must include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance must also be included.
- d. 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. **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.

- e. **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.
- f. **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. Subcontractors’ commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- g. **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.
- h. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor must 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.
 - i. 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.

- ii. 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

- 3.3.3 **Contract Terms and Conditions:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 3.3.4 **Contract Period:** The initial contract period shall run **Date of Award through June 30, 2018**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 3.3.5 **Cancellation Agreement:** The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.
- 3.3.6 **Fiscal Non-Funding Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.3.7 **Estimated Usage:** The services specified herein are estimates and do not constitute a guarantee on the part of the County.
- 3.3.8 **Pricing:** The contract will be awarded on a firm, fixed price basis 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 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.
- d. **Freight, Shipping and Handling Costs:** The contractor shall be responsible for all costs of shipping, handling and freight; all actual shipping, handling and freight costs will be reimbursed to the contractor by the County. The contractor shall invoice for actual shipping, handling and freight costs, and provide supporting documentation about said costs if requested by the County.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies**. **The offeror should also include an electronic copy of the proposal on a removable storage drive.**

a. The offeror must submit the proposal to:

Boone County Purchasing Department
Attn: Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on July 20, 2018**. Proposals will not be accepted after this date and time.

4.1.2. **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County govern.

4.2 ORGANIZATION OF PROPOSAL:

4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under

no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

4.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.4 VALIDITY OF PROPOSAL RESPONSE:

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

4.5 EVALUATION OF PROPOSALS

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience, expertise and reliability, proposed methodology, contractor support, and if requested by the County, an assessment of sample(s).

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Page, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the vendor. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

4.5.3 After an initial evaluation process, a question and answer interview may be conducted with the offeror, if deemed necessary by the County. In addition, the offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost must be at the offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.5.5 Evaluation of the Vendor's Experience, Expertise and Reliability: Experience, expertise, and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP, and outlines the expertise of key personnel who will be assigned tasks to perform for Boone County.

- a. Qualifications Statement/References/Certifications/Licenses: The offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
- b. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
- c. Name other businesses or preferably any government agencies/municipalities for which the vendor has provided similar services in the last three (3) years and provide a current contact name, email address and phone number for each account.
- d. The offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the

offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.5.6 Evaluation of the Vendor's Proposed Method of Performance and Sample Inspection: Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.5.7 Samples: Boone County reserves the right to request samples as part of the evaluation process, i.e., before any contract award(s) is made. Boone County also reserves the right not to request a sample for evaluation if the County is otherwise familiar with the offeror's work or deems a sample unnecessary for further evaluation. Boone County will provide data electronically to the offeror, and the offeror must be able to convert the image to microfilm and return it to the County for inspection. The offeror must understand and agree that all samples must be furnished free of expense to the County, and that the sample will not be returned by the County.

4.5.8 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.

- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. VENDOR RESPONSE AND PRICING PAGES

5.1 In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

5.2 Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

(Continued on next page)

5.3 PRICING:

Scanning Services: The offeror must price all line items. The offeror must submit firm, fixed pricing for each line item that includes all labor, materials, equipment, supplies and other costs for provision of services as defined herein.

The offeror is advised not to include freight and shipping into any pricing quoted. The County will reimburse for actual freight and shipping.

Project 1: Scan Index to Deed Books On-Site

The following describes the material that shall be scanned as Project 1:

Bound Books

42 Books @ 640 Index Pages Per Book (Index to Deeds 1821 – 1960) = 26,880 Pages

Oversized Mechanical Books

30 Books @ 640 Index Pages Per Book (Index to Deeds 1960-1984) = 19,200 Pages

Poor Images

46,080 Images @ 10% Poor Quality = 4,608 Poor Images

The offeror must complete the following for Project 1:

Line Item 1: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ _____ Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 1: _____.

Project Description	Start Date - indicate in number of calendar days after receipt of order to begin Scanning	Total Number of Days to Complete Project 1
Project 1: Scan Index to Deed Books On-Site	_____/calendar days ARO to begin Project 1 Scanning work	_____ Calendar Days

Line Item	Quantity	Description	Firm, Fixed Price
2.	46,080 Images	Firm, fixed price per image to scan 300dpi	\$ _____ Per Image

		JPEG image	
3.	46,080 Images	Firm, fixed price per image to convert JPEG to TIFF	\$_____Per Image
4.	46,080 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$_____Per TIFF
5.	46,080 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$_____Per TIFF
6.	46,080 Images	Firm, fixed price per TIFF to tab index/book page #	\$_____Per TIFF
7.	4,608 Images	Firm, fixed price per TIFF to enhance poor quality	\$_____Per TIFF
8.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$_____Per Each
9.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
10. GRAND TOTAL PRICE PROJECT 1: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 1 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$

Vendor and Pricing Pages Continued on Next Page

Project 2: Scan Bound Official Record Books On-Site

The following describes the material that shall be scanned as Project 2:

Bound Books

- 219 Books @ 640 Pages Per Book (Deed Volumes A-219) = 140,160 Images
- 221 Books @ 640 Pages Per Book (Deed of Trust Volumes 1-221) = 141,440 Images
- 19 Books @ 640 Pages Per Book (Marriage Volumes 1-19) = 12,160 Images

Poor Images

- 293,760 Images @ 10% Poor Quality = 29,376 Poor Images
- 293,760 Images @ 40% Multiple Documents Per Page = 117,504 Multi-Docs

The offeror must complete the following for Project 2:

Line Item 11: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ _____ Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 2: _____.

Project Description	Start Date - indicate in number of calendar days after receipt of order to begin Scanning	Total Number of Days to Complete Project 2
Project 2: Scan Official Record Books On-Site	_____/calendar days ARO to begin Project 2 Scanning work	_____ Calendar Days

Line Item	Quantity	Description	Firm, Fixed Price
12.	293,760 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ _____ Per Image
13.	293,760 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ _____ Per Image
14.	293,760 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ _____ Per TIFF

15.	293,760 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$_____Per TIFF
16.	117,504 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$_____Per TIFF
17.	411,264 Images	Firm, fixed price per TIFF to single group and index	\$_____Per TIFF
18.	411,264 Images	Firm, fixed price per TIFF to double group, index and verify	\$_____Per TIFF
19.	29,376 Images	Firm, fixed price per TIFF to enhance poor quality	\$_____Per TIFF
20.	235,008 Images	Firm, fixed price per TIFF to mask unwanted documents	\$_____Per TIFF
21.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$_____Per Each
22.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
23. GRAND TOTAL PRICE PROJECT 2: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 2 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$

Vendor and Pricing Pages Continued on Next Page

Project 3: Scan Mechanical Official Record Books On-Site

The following describes the material that shall be scanned as Project 3:

Mechanical Books

- 83 Books @ 640 Pages Per Book (Deed Volumes 220-302) = 53,120 Images
- 93 Books @ 640 Pages Per Book (Deed of Trust Volumes 222-314) = 59,520 Images
- 13 Books @ 640 Pages Per Book (Marriage Volumes 20-32) = 8,320 Images
- 42 Books @ 700 Photostat Pages Per Book (Deed of Trust Volumes 303-344, pg. 355) = 29,055 Images
- 34 Books @ 700 Photostat Pages Per Book (Deed Volumes 315-348) = 23,800 Images

Poor Images

- 173,815 Images @ 10% Poor Quality = 17,382 Poor Images
- 120,960 Images @ 50% Multiple Documents Per Page = 60,480 Multi-Docs
- 52,855 Images @ 15% Dual-Polarity/Marginal Notations Photostat = 7,929 Images

The offeror must complete the following for Project 3:

Line Item 24: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ _____ Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 3: _____.

Project Description	Start Date - indicate in number of calendar days after receipt of order to begin Scanning	Total Number of Days to Complete Project 3
Project 3: Scan Mechanical Official Books On-Site	_____/calendar days ARO to begin Project 3 Scanning work	_____ Calendar Days

Line Item	Quantity	Description	Firm, Fixed Price
25.	173,815 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ _____ Per Image
26.	173,815 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ _____ Per Image

27.	173,815 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$ _____ Per TIFF
28.	173,815 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$ _____ Per TIFF
29.	60,480 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$ _____ Per TIFF
30.	234,295 Images	Firm, fixed price per TIFF to single group and index	\$ _____ Per TIFF
31.	234,295 Images	Firm, fixed price per TIFF to double group, index and verify	\$ _____ Per TIFF
32.	17,382 Images	Firm, fixed price per TIFF to enhance poor quality	\$ _____ Per TIFF
33.	120,960 Images	Firm, fixed price per TIFF to mask unwanted documents	\$ _____ Per TIFF
34.	7,929 Images	Firm, fixed price per TIFF to reverse dual- polarity/marginal notations	\$ _____ Per TIFF
35.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$ _____ Per Each
36.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
37. GRAND TOTAL PRICE PROJECT 3: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 3 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$

Vendor and Pricing Pages Continued on Next Page

Project 4: Scan Mechanical Official Record Books On-Site

The following describes the material that shall be scanned as Project 4:

Bound Books

30 Books @ 700 Photostat Pages Per Book (Deed Volumes 344, pg. 356 -Volume 373) = 20,645 Images

40 Books @ 700 Photostat Pages Per Book (Deed of Trust Volumes 349-388) = 28,000 Images

Poor Images

48,645 Images @ 10% Poor Quality = 4,865 Poor Images

48,645 Images @ 50% Multiple Documents Per Page = 24,323 Multi-Docs

48,645 Images @ 15% Dual-Polarity/Marginal Notations Photostat = 7,297 Images

The offeror must complete the following for Project 4:

Line Item 38: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ _____ Per Diem Per Person

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 4: _____.

Project Description	Start Date - indicate in number of calendar days after receipt of order to begin Scanning	Total Number of Days to Complete Project 4
Project 4: Scan Mechanical Official Record Books On-Site	_____/calendar days ARO to begin Project 4 Scanning work	_____ Calendar Days

Line Item	Quantity	Description	Firm, Fixed Price
39.	48,645 Images	Firm, fixed price per image to scan 300dpi JPEG image	\$ _____ Per Image
40.	48,645 Images	Firm, fixed price per image to convert JPEG to TIFF	\$ _____ Per Image

41.	48,645 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$_____ Per TIFF
42.	48,645 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$_____ Per TIFF
43.	24,323 Images	Firm, fixed price per TIFF to duplicate multiple document pages	\$_____ Per TIFF
44.	72,968 Images	Firm, fixed price per TIFF to single group and index	\$_____ Per TIFF
45.	72,968 Images	Firm, fixed price per TIFF to double group, index and verify	\$_____ Per TIFF
46.	4,865 Images	Firm, fixed price per TIFF to enhance poor quality	\$_____ Per TIFF
47.	48,646 Images	Firm, fixed price per TIFF to mask unwanted documents	\$_____ Per TIFF
48.	7,297 Images	Firm, fixed price per TIFF to reverse dual- polarity/marginal notations	\$_____ Per TIFF
49.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$_____ Per Each
50.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
51. GRAND TOTAL PRICE PROJECT 4: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 4 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$

Vendor and Pricing Pages Continued on Next Page

Project 5: Scan Marriage Licenses from Trifolds On-Site

The following describes the material that shall be scanned as Project 5:

Trifolds

- 196 Cans @ 10-inches per Canister = 1,960 Inches
- 1,960 Inches @ 75 Trifold Pages per Inch = 147,000 Pages
- 147,000 Images @ 100% pages with Backsides = 147,000 Backsides

Poor Quality Images

294,000 Images @ 10% poor quality = 29,400 Poor Images

The offeror must complete the following for Project 5:

Line Item 52: Quote a total, firm, fixed per diem price that includes all costs for hardware, software, materials, supplies, labor, support, travel, food and lodging necessary to support personnel on site to conduct on-site scanning: \$ _____ Per Diem Per Person

Line Item 53: Quote a total, firm, fixed per hour price that includes all costs for on-site document preparation: \$ _____ Per Hour

The offeror shall identify the total number of personnel that will be assigned to work on-site on Project 5: _____.

Project Description	Start Date - indicate in number of calendar days after receipt of order to begin Scanning	Total Number of Days to Complete Project 5
Project 5: Scan Marriage Licenses from Trifolds On-Site	_____/calendar days ARO to begin Project 5 Scanning work	_____ Calendar Days
Project 5: Document Preparation	The offeror shall indicate an estimated number of hours to conduct document preparation for Project 5	_____ Total Hours

Line Item	Quantity	Description	Firm, Fixed Price
54.	294,000 Images	Firm, fixed price per image to scan 300dpi JPEG image (Front & Back)	\$ _____ Per Image

55.	294,000 Images	Firm, fixed price per image to convert JPEG to TIFF	\$_____ Per Image
56.	294,000 Images	Firm, fixed price per TIFF to Remove Excess Borders	\$_____ Per TIFF
57.	294,000 Images	Firm, fixed price per TIFF to double-inspect and report quality	\$_____ Per TIFF
58.	294,000 Images	Firm, fixed price per TIFF to single group and index	\$_____ Per TIFF
59.	294,000 Images	Firm, fixed price per TIFF to double group, index and verify	\$_____ Per TIFF
60.	29,400 Images	Firm, fixed price per TIFF to enhance poor quality	\$_____ Per TIFF
61.	Offeror to Quantify Number of Hard Drives Needed for Project Below:	USB Hard Drive	\$_____ Per Each
62.	1	Shipping and Freight	To Be Reimbursed At Actual Cost
63. GRAND TOTAL PRICE PROJECT 5: The quoted grand total price shall include all estimated work time, labor, support, materials, and supplies necessary to complete Project 5 as described, i.e. <u>all costs</u> with the exception of shipping and freight that will be reimbursed by the County at actual cost.			\$

Vendor and Pricing Pages Continued on Next Page

Renewal Options:

The County must 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 a percentage is not proposed (i.e., left blank), or if it is quoted as zero (0%), the County must 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 (i.e., the first) 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.

64. Renewal Option Percentage Price Adjustment

1st Renewal Period: July 1, 2019 – June 30, 2020

_____ %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

65. Renewal Option Percentage Price Adjustment

2nd Renewal Period: July 1, 2020 – June 30, 2021

_____ %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

66. **Renewal Option Percentage Price Adjustment**

3rd Renewal Period: July 1, 2021 – June 30, 2022

_____ %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

67. **Renewal Option Percentage Price Adjustment**

4th Renewal Period: July 1, 2022– June 30, 2023

_____ %

Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

5.4 Vendor's Experience and Reliability:

Company History: The vendor should describe in the available space the company's background in performing professional scanning services, e.g., when the company was founded, how long the company has been serving the Missouri market, etc:

The offeror should provide reference contact information below regarding provision of scanning services similar to what is being offered to Boone County:

Vendor's References:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

5.5 Proposed Method of Performance and Contractor Support

Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding the scanning work to be done:

Direct or Subcontracted Work:

Address in the space provided if the painting services will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the scanning services. If any subcontractors are to be used, then identify the subcontractor by name and location.

Warranty:

Address in the space provided warranty terms and length on labor and finished product the vendor offers on scanning services performed for the County:

(The vendor should complete and return with the proposal)

**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 must attach an explanation to this proposal.

Name and Title of Authorized Representative

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

Liz Palazzolo
Senior Buyer



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the vendor completed when enrolling. The link for that form is:
<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:
<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If the vendor is an Individual/Proprietorship, then the vendor must return the attached *Certification of Individual Bidder*. On that form, the vendor 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 the vendor chooses option number two, then the vendor 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.

Options

- ____ 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 must 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))
- 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:



"No Bid" Response Form

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

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

"NO BID RESPONSE FORM"

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES 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 form and return to the Purchasing Department by mail, e-mail or fax.

Bid: RFP #30-20JUL18 – On-Site Scanning Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

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

End of Document

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the

18th

day of

December

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 Contract Amendment Number Six to 138AN-TISA2013, CenturyLink Loyal Advantage MiCTA Member Participation.

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

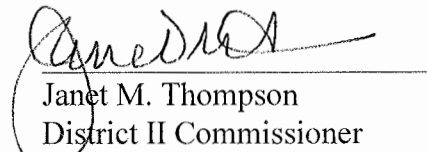
Done this 18th day of December, 2018.

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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: December 11, 2018
RE: Amendment #6 to Contract 138AN-TISA2013, CenturyLink Loyal
Advantage MiCTA Member Participation

Amendment #6 to contract 138AN-TISA2013, the CenturyLink Loyal Advantage MiCTA Member Participation Agreement that was awarded June 23, 2016 (Commission Order 248-2016) is being amended to incorporate additional requirements about itemized invoicing.

All other terms and conditions of the original agreement as amended remain unchanged.

This is a Countywide Term and Supply contract.

/lp

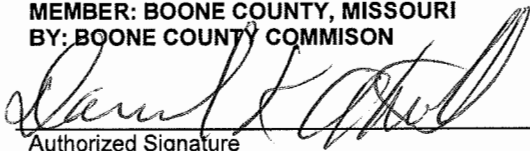
cc: Aron Gish – Director, IT
Contract File #138AN-TISA2013

- b. If travel expenses are reimbursable under the terms of the contract, detailed documentation that supports invoiced travel expenses must be submitted;
- c. For time and material, copies of time sheets that support direct labor charges including work conducted during regular, overtime and holiday business hours as applicable.
- d. If subcontractor charges are reimbursable under the terms of the contract, the contractor shall provide documentation that identifies the subcontractor by name with associated expenses and costs specific to that subcontractor separate from the contractor's expenses and costs.
- e. Any other reasonable supporting documentation as requested by the County.

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

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

MEMBER: BOONE COUNTY, MISSOURI
BY: BOONE COUNTY COMMISSIONER



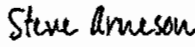
Authorized Signature
 By: Daniel K. Atwill, Presiding Commissioner

Daniel K. Atwill
 Name Typed or Printed
 Presiding Commissioner
 Title

Date

MiCTA Member No:

CENTURYLINK COMMUNICATIONS, LLC

DocuSigned by:


Authorized Signature

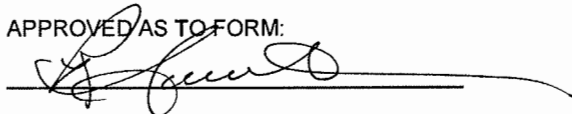
Steve Arneson

Name Typed or Printed
 Manager Offer Management

Title Manager - Offer Management

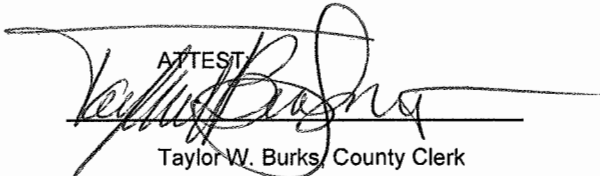
Date 11/28/2018

APPROVED AS TO FORM:



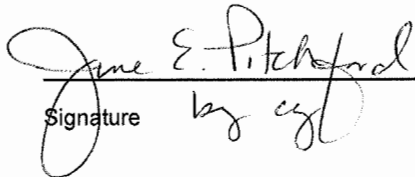
County Counselor

ATTEST



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

 12/5/18 2703/48002 Turnt Supply
 Signature by cgl Date Appropriation Account No Encumbrance Required

**AMENDMENT TO CENTURYLINK® LOYAL ADVANTAGE ®
MiCTA MEMBER PARTICIPATION CONTRACT
CONTRACT #138AN-TISA2013**

THIS AMENDMENT NO. SIX (this "Amendment") by and between **CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC** ("CenturyLink") and Boone County Purchasing ("Customer" or "Member"), hereby amends the CenturyLink Loyal Advantage Agreement, or Qwest Loyal Advantage Agreement, as applicable for this MiCTA Member, CenturyLink Contract ID: 1039681, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

CenturyLink and Boone County Purchasing wish to amend the Agreement as follows:

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

1.1 Notices. The Required Notices and Service Termination Notices sections of the Agreement are replaced with the following:

(a) Notices. All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

(b) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com, except that notices for Services purchased under the Select Advantage Service Exhibit Customer must be provided to the customer care number specified on Customer's invoice, and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Exhibit. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

(c) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

1.2 Invoicing. The following invoicing requirements are added to the Agreement:

(a) The contractor shall submit monthly invoices to the County as specified below at no additional cost. All invoiced pricing shall comply with current contract pricing and terms. Each invoice shall contain the following detailed itemization:

- a. Contractor name;
- b. Billing point of contact, address, phone number and e-mail;
- c. Remittance address
- d. Invoice date;
- e. Dates of provided service coverage;
- f. Invoice Number or other unique identifier;
- g. Boone County Contract Number;
- h. Purchase Order Number;
- i. Account/Customer Name;
- j. If not shown by the Account/Customer Name, then Identification of the Boone County office for which invoiced services have been performed;
- k. Contract line item number with description, quantity, unit of measure, contract unit price, and extended price by line item;
- l. Total invoice amount
- m. Shipping charges, if any and as allowed by the contact
- n. Payment terms that shall comply with contract terms

(b) On an as needed basis specific to the work performed, the following detail shall be provided upon request of the County:

- a. A statement signed by an authorized business representative for the contractor that states "This is to certify that the services set forth herein and the goods described herein were performed and delivered during the period stated."

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 18

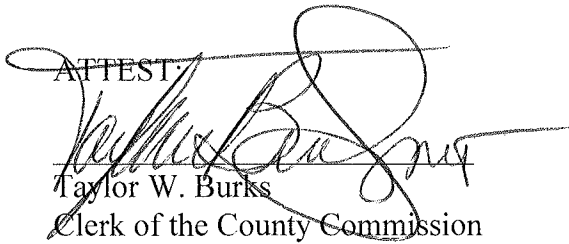
In the County Commission of said county, on the 18th day of December 20 18

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 Contract CS190755001 with Veolia ES-Technical Solutions, LLC of Port Washington, Wisconsin for Universal Wastes Recycling Services.

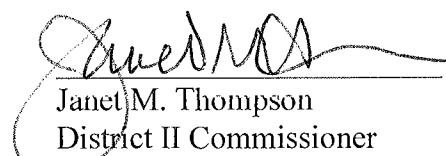
The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 18th day of December, 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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: December 6, 2018
RE: Cooperative Contract CS190755001 – Universal Wastes Recycling Services

Purchasing requests permission to use contract CS190755001 for Universal Wastes Recycling Services established by the State of Missouri with Veolia ES-Technical Solutions, LLC of Port Washington, Wisconsin as a cooperative contract.

The contract runs through October 31, 2019 with two (2) one-year renewal options available.

This is a Countywide Term and Supply contract.

/lp

c: Contract File

**PURCHASE AGREEMENT FOR
UNIVERSAL WASTES RECYCLING SERVICES**

THIS AGREEMENT dated the 18th day of December 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Veolia ES-Technical Solutions, L.L.C.**, herein "Vendor."

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

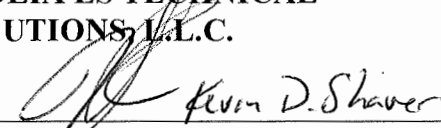
1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Universal Wastes Recycling Services**, in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **CS190755001** as well as Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the RFP response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the State of Missouri Contract **CS190755001** shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Universal Wastes Recycling Services as identified and responded to in the Contractor's RFP Response and in the attached State of Missouri contract. Service shall be provided as required in the RFP specifications and in conformity with the contract documents for the prices set forth in the State of Missouri contract, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date written above** and extend through **October 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 **two (2) additional one year periods** subject to the pricing clauses in the contractor's RFP 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. **Delivery** - The Contractor agrees to deliver Universal Wastes Recycling Services per RFP specifications.
5. **Billing and Payment** - All billing shall be invoiced to the Facilities Maintenance Department, Room 107, 613 E. Ash St., Columbia, MO 6520. Billings may only include the prices listed in the Vendor's RFP response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's RFP response to the specifications. The County agrees to pay all invoices within thirty (30) days of receipt; the Vendor agrees to honor any cash or prompt payment discounts offered in its RFP 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 Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

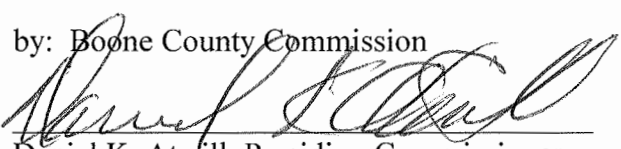
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

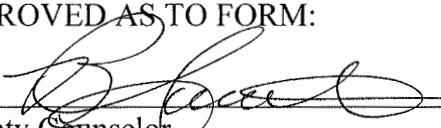
VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.

by 
title General Manager

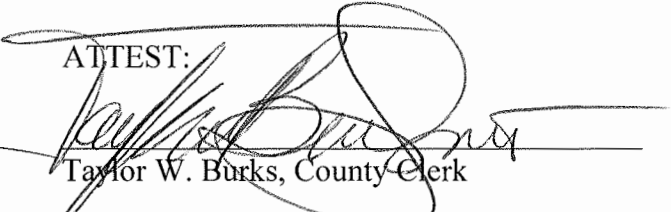
BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

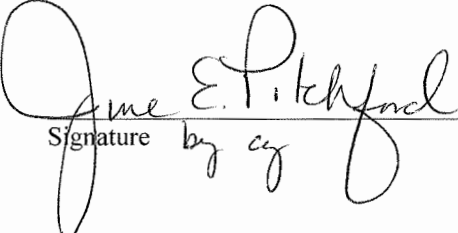
ATTEST:


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 of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

6100/71526 and 2040/48400 - Term and Supply


Signature by cy

12/11/18
Date

No Encumbrance Required
Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

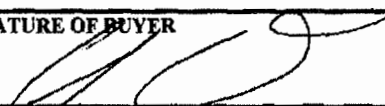
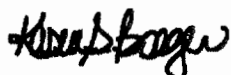
1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone 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.



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

SOLICITATION NUMBER RFPS30034901900755	CONTRACT TITLE Universal Wastes Recycling Services
CONTRACT NUMBER CS190755001	CONTRACT PERIOD November 1, 2018 through October 31, 2019
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 3642879980 6 / MB00100532
CONTRACTOR NAME AND ADDRESS VEOLIA ES-TECHNICAL SOLUTIONS LLC 1275 MINERAL SPRINGS DR PORT WASHINGTON, WI 53074-2163	STATE AGENCY'S NAME AND ADDRESS Various State Agencies Located Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Veolia ES Technical Solutions LLC in response to RFPS30034901900755 is accepted in its entirety.	
BUYER Chris Downing	BUYER CONTACT INFORMATION Email: chris.downing@oa.mo.gov Phone: (573) 751-3331 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 11/07/2018
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901900755
TITLE: Universal Wastes
ISSUE DATE: 10/05/2018

REQ NO.: N/A
BUYER: Chris Downing
PHONE NO.: (573) 751-3331
E-MAIL: chris.downing@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 11/05/2018 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail) RETURN PROPOSAL TO: PURCHASING PO BOX 809 JEFFERSON CITY MO 65102-0809	or	(Courier Service) PURCHASING 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517
---	----	---

CONTRACT PERIOD: Effective Date of Contract through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various Agencies located throughout the State of Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.	MB00100532
MAILING ADDRESS	
1275 MINERAL SPRINGS DRIVE	
CITY, STATE, ZIP CODE	
PORT WASHINGTON, WI 53074	

CONTACT PERSON	EMAIL ADDRESS
ANDREW JOHNSON	ANDREW.JOHNSON2@VEOLIA.COM
PHONE NUMBER	FAX NUMBER
920-574-8571	262-284-3775
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
	11/2/2018
PRINTED NAME	TITLE
KEVIN D. SHAVER	GENERAL MANAGER

**TRANSMITTAL LETTER- RFP No. RFPS30034901900755
VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.**

Veolia ES Technical Solutions, L.L.C. (Veolia) is pleased to submit this Technical Proposal to the State of Missouri (State) in association with the (RFP) No. RFPS30034901900755. This proposal has been prepared to address the technical requirements outlined in Section 2-Contractual Requirements.

Present on five continents, Veolia is the global leader in optimized resource management. With over 179,000 employees worldwide, the Group designs and provides water, waste and energy management solutions that contribute to the sustainable development of communities and industries. Through its three complementary business activities, Veolia helps to develop access to resources, preserve available resources, and to replenish them. The Electronic Recycling Branch of Veolia ES Technical Solutions, L.L.C. dates back to 1983, when our founding company was formed. Purchased by Veolia Environment in July 1999, Veolia ES Technical Solutions, L.L.C. is a wholly owned subsidiary of Veolia North America (VNA). The electronics recycling branch is managed through Veolia ES Technical Solutions, L.L.C. and began recycling electronic waste in 1992. Although Veolia has a global presence, the State of Missouri would be serviced on a local level with Sara Crom as the Customer Service Representative for the state with Steve Biermann and Andrew Johnson as Operations Manager and Sales Representative for the State respectively.

Veolia has read the entire RFP and amendments submitted by the State of Missouri, and has provided comments on the next page pertaining to the proposed contract terms and conditions.

Office Location Veolia ERD Headquarters

**Veolia ES Technical Solutions, L.L.C.
1275 Mineral Springs Drive
Port Washington, WI 53074
Phone: (262)-243-8900
Fax: 262-284-3775**

**Operations Contact: Steve Biermann Operations Manager
steve.biermann@veolia.com
Phone: (262) 243-8915
Fax: (262) 284-3775**

**Sales Contact: Andrew Johnson, Account Manager
andrew.johnson2@veolia.com
Phone: (920) 574 8571
Fax: (262) 284-3775**

**Customer Service Representative: Sara Crom, CSR
sara.crom@veolia.com
Phone: 262-243-8947
Fax: (262)-243-3775**

Web-site: www.veolianorthamerica.com

Veolia believes we are uniquely positioned to provide our services for lamp, ballast and battery recycling services for the State of Missouri. We believe the facilities and management activities presented in our proposal represent strongly permitted facilities with extensive environmental management experience. We believe our management of the waste will reduce the State of Missouri's long-term liability. Our financial strength and insurance coverage also provides the State of Missouri with additional security. We look for favorable consideration during the review process.

**CONTRACT COMMENTS - RFP No. RFPS30034901900755
VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.**

Veolia has reviewed the above State of Missouri (State), Request for Proposals (RFP), and the scope of work as it relates to a subsequent contract. Uniquely positioned to perform the services required by the RFP, Veolia has been engaged in the management of hazardous waste for over 30 years, and operates a network of transportation, storage, and disposal facilities (TSDFs) and branch field offices in locations throughout the United States and Puerto Rico. This national coverage gives our States convenient access to a complete line of core environmental, as well as other value-added services.

While Veolia would like to respond to the State of Missouri (State) with an unconditional bid response to the above Solicitation, there are some areas of the terms provided in the Solicitation relative to subsequent environmental service work that are of concern to Veolia. Having carefully reviewed the technical requirements of the solicitation and potential scope of work, and based on certain contractual concepts under which Veolia normally performs its work, and the work described in the solicitation, it is important to note that Veolia's proposal assumes the execution of a mutually agreeable contract consistent with those concepts, and notwithstanding any terms of the procurement to the contrary, the general terms and conditions that will govern the legal and business relationship between Veolia and the State are subject to negotiation and mutual agreement by the parties. Contractual provisions which often require discussion and further agreement include warranties, indemnities, insurance, environmental liability, ownership of wastes, consequential damages, contractual limits of liability, remedies for breach and termination. We do not believe that these matters should present any serious obstacles to the negotiation of a subsequent contract, and we are prepared to meet with you to discuss them upon award and at your convenience. As such Veolia is requesting inclusion of the following environmental language into any subsequent contract. Such language is standard for our industry and serves to protect the State as the generator as well as Veolia being the disposer:

SECTION 2, CONTRACTUAL REQUIREMENTS

Veolia requests inclusion of the following language as item 2.10, Environmental Provisions and Liability:

"2.10 Environmental Provisions and Liability. In addition to the terms and conditions contained in any resulting Contract between the parties, if the Services involve the transportation and disposal of hazardous waste, the following environmental provisions shall also apply:

A. DEFINITIONS The following terms used in this Agreement shall have the meanings set forth below:

- i. "Profile Sheet" means a standard Waste Profile Sheet executed by STATE.**
- ii. "Services" means analytical, collection, management, treatment, remediation, transportation, disposal and recycling services and such other services which CONTRACTOR may perform from time to time with respect to STATE's waste materials.**
- iii. "Waste Materials" shall mean any chemical, substance or material designated or regulated as a "hazardous material," "hazardous waste," "toxic substance" or any similar designation (including petroleum products) by any national, federal, state, provincial, or local government (including any agency, authority, department, instrumentality or other subdivision of the foregoing) having or asserting environmental regulatory jurisdiction with respect to the substance or material generated pursuant to 40 CFR 260.10.**
- iv. "Universal Wastes" means those wastes defined in 40 CFR §273.9.**

B. STATE warrants that Waste Materials in the Profile Sheet will contain a true and correct description of STATE's Waste Material and that such Waste Material will conform to this description. If the Waste Material does not conform to the descriptions in the Profile Sheet ("Non-conforming Waste"), CONTRACTOR can, at its option, return the Waste Materials to STATE or require STATE to remove and dispose of the Non-conforming Waste at STATE's expense, and

reimburse CONTRACTOR for any expenses it may have incurred. In the event CONTRACTOR performs services on premises owned or controlled by STATE, STATE will provide CONTRACTOR with a safe workplace, and if CONTRACTOR requests that work areas be secured, STATE will be solely responsible for securing such work areas and for preventing anyone other than the designated personnel from entering the designated work areas.

- C. If STATE's waste materials do not conform to the descriptions and specifications stated in the corresponding Profile Sheet, CONTRACTOR and STATE shall, in good faith, attempt to amend the Profile Sheet and any other pertinent documents and/or correct any improper containerization, marking or labeling to enable CONTRACTOR to accept such non-conforming waste materials at a Facility. If the parties cannot, within a reasonable time after CONTRACTOR notifies STATE the waste materials are non-conforming, resolve the same as set forth above, STATE shall make prompt arrangements for the removal of such non-conforming waste materials from the Facility at which they are located to another lawful place of storage or disposal. STATE agrees to pay CONTRACTOR its reasonable expenses and charges incurred with respect to STATE's non-conforming waste materials. In the case of Universal Wastes, STATE must provide an accurate piece count for each of the items being shipped to the CONTRACTOR (lamps, bulbs, monitors, etc.). In the absence of the piece count on shipping documents, the piece count made by CONTRACTOR at the receiving Facility shall be conclusive and final.
- D. With respect to State's Waste Materials being shipped to a third party facility for disposal, and notwithstanding anything to the contrary in this Agreement, CONTRACTOR's aggregate liability arising out of services provided hereunder, other than transportation services provided by CONTRACTOR or storage, treatment and/or disposal services provided by CONTRACTOR at CONTRACTOR's locations, shall not exceed the greater of the aggregate fees paid in any calendar year hereunder or one million dollars (\$ 1,000,000).
- E. Contractor agrees to indemnify, defend and save the State harmless from and against any and all losses and liabilities which it may incur or may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, (1) to the extent caused by Contractor's breach of this Agreement or any negligent act, negligent omission or willful misconduct of Contractor, its employees, agents, contractors or anyone acting on Contractor's behalf, which occurs during the management, collection or transportation of the State's Waste Materials, or (2) as a result of the disposal of the State's Waste Materials in a facility owned by Contractor or its affiliated companies, provided that, with regard to both (1) and (2) above, Contractor's indemnification obligations will not extend to occurrences involving Non-conforming Waste, or any loss or damage of any kind or nature, including death or injury resulting therefrom, caused by the State or anyone for whose acts the State may be liable for. Neither party shall be liable to the other for consequential damages, including loss of use or lost profits."

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of universal wastes as set forth herein. Universal wastes shall include 1) rechargeable batteries, 2) mercury containing equipment, and 3) mercury containing lamps.

1.1.2 For a better description of these wastes, please see the Department of Natural Resources' fact sheet for the Universal Waste Rule in Missouri <https://dnr.mo.gov/pubs/pub2058.htm>.

1.1.3 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - G
- 6) Terms and Conditions
- 7) Attachments 1 - 2: The vendor is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the MissouriBUYS Statewide eProcurement System at: <https://missouribuy.mo.gov/bidboard>. It shall be the sole responsibility of the vendor to obtain the attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain a copy of the attachments.

1.2 Background Information:

1.2.1 The current contract for Fluorescent Bulb and Non-Rechargeable Battery Recycling Services expires 10/31/2018. The contract can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the internet at: <http://oa.mo.gov/purchasing>. In addition, all proposal and evaluation documentation leading to the award of the contract may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z16030 or the contract number C316030001 when searching for these documents.

1.2.2 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the Background Information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

2.1.1 The contractor shall provide universal waste recycling services in accordance with the Missouri Hazardous Waste Management Laws, specifically 10 CSR 25-16.273, for various agencies located throughout the State of Missouri (hereinafter referred to as "state agency"), in accordance with the provisions and requirements herein and to the sole satisfaction of the state agency.

- a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the University of Missouri system and the Judicial and Legislative branches of the State of Missouri.

Veolia represents to the State of Missouri that we are engaged in the business of performing Services with respect to waste materials and have developed the requisite expertise to perform the Services required by the State of Missouri. Veolia's vehicles and facilities utilized to perform Services hereunder shall have all permits, licenses, certificates or approvals required under applicable laws and regulations for such Services. Veolia will perform Services for the State of Missouri in a safe and workmanlike manner, and in compliance with all statutes, ordinances, laws, orders, rules and regulations applicable to the Services.

2.1.2 The contractor shall comply with all United States Environmental Protection Agency (hereinafter referred to as the EPA), Missouri Department of Natural Resources (hereinafter referred to as the DNR), United States Department of Transportation (hereinafter referred to as the USDOT), and local and county regulations regarding universal wastes.

Veolia will handle, transport, and process material from the State of Missouri in compliance with all statutes, ordinances, laws, orders, rules and regulations applicable to fluorescent bulb, non-rechargeable and rechargeable batteries, and PCB and non-PCB ballasts recycling.

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

Veolia understands that this contract would be on an as needed basis, and award of this contract does not guarantee use by all Missouri State agencies.

2.1.4 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide fluorescent bulb and non-rechargeable battery recycling services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

Veolia agrees to participate in the State of Missouri's Cooperative Procurement Program. Veolia upon award of the State of Missouri contract will provide the same pricing and services listed herein, in compliance with the terms of the contract.

2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Performance Requirements:

2.2.1 The contractor shall provide recycling services for the following fluorescent bulb and non-rechargeable battery types:

Lamp Types & Equipment	Battery Types
Straight Fluorescent & LED	Single use (alkaline, Lithium, mercury, silver)
Broken Fluorescent & LED	Nickel-Cadmium (Ni-Cd)
Utube/Circular fluorescent & LED	Lithium Ion (Li-ion)
Compact Fluorescent & LED	Nickel Zinc 9Ni-Zn)
Shatter-Shield/Power Groove	Nickel Metal Hydride (Ni-MH)
Incandescent	Small, sealed lead-acid batteries (SSLA)
PCB-ballast	
Non-PCB ballast	
HID, Mercury, Halide, Sodium	

Veolia will utilize two recycling facilities (Facility) for the initial receiving and primary processing of the State of Missouri's waste materials. The principal Veolia receiving location that services the State of Missouri is:

Veolia ES Technical Solutions, L.L.C.
 US EPA ID No WID988566543
 1275 Mineral Springs Drive
 Port Washington, WI 53074

The Veolia Port Washington Facility is a fully licensed hazardous waste facility. The facility will recycle/process the mercury-containing devices; metallic mercury; intact and crushed fluorescent lamps; and nickel-cadmium and lithium batteries.

The Veolia Phoenix, AZ Facility will receive/recycle lighting ballasts. Currently, the Phoenix, AZ does not recycle the PCB ballasts due to costly post decontamination testing requirements imposed by Arizona Department of Environmental Quality and the low commodities market for steel and copper. Instead the intact PCB ballasts are currently being shipped to Veolia ES Technical Solutions, L.L.C. incinerator located in Port Arthur, TX.

Veolia ES Technical Solutions, L.L.C.
 5736 West Jefferson
 Phoenix, AZ 85043
 US EPA ID No AZ0000337360

Veolia ES Technical Solutions, L.L.C.
 Highway 73, 3.5 Miles west of Taylor Bayou
 Port Arthur, TX 77640
 US EPA ID No TXD000838896

2.2.2 The contractor shall provide for both the pickup of universal waste from the state agency and the shipment of universal waste to the contractor by the state agency.

Veolia will schedule, pickup and transport fluorescent bulbs and non-rechargeable batteries from the state agency upon request.

2.2.3 Upon request by the state agency, the contractor shall provide containers (for large quantities e.g., pallet loads) and universal waste labels to the state agency for the storage of universal waste pending pickup. The contractor shall provide such containers and labels at no charge to the state agency. All containers shall be recyclable or reusable.

The Contract User will be informed of any special packaging requirements for the waste material. The general packaging requirements are all waste material must be packaged in sealed U.S. DOT specification/approved containers, in accordance with U.S. DOT, U.S. EPA and IEPA requirements. The packaging guidelines for the waste covered under the Contract will be provided upon award of the contract. The necessary shipping papers and labels will be provided to the Contract User either at, or prior to time of pickup. If shipping containers are ordered by the State of Missouri, Veolia will supply containers meeting the U.S. DOT, and U.S. EPA, requirements.

2.2.4 Upon request by the state agency, the contractor shall provide pre-paid shipping containers (for small loads) and universal waste labels for the state agency to use to ship universal waste to the contractor.

Veolia has provided rates for pre-paid shipping containers, labeled to meet regulatory requirements, used to ship fluorescent bulbs and non-rechargeable batteries.

2.2.5 When universal waste battery pickup is required by the state agency, the state agency shall contact the contractor to schedule a pickup.

- a. The contractor shall schedule a pickup with the state agency within five (5) business days of the state agency's request.
- b. The contractor shall arrive at the state agency pickup point during normal business hours, as indicated by the state agency.
- c. In the event the contractor is unable to provide a pickup due to unforeseen circumstance beyond the contractor's control, the contractor shall immediately notify the state agency of the inability to pickup and shall coordinate a new pickup within forty-eight (48) hours of the original scheduled pickup.
- d. The state agency shall provide the contractor with at least a forty-eight (48) hour notification of a pickup cancellation or need for pickup rescheduling.

The Contract Users will request supplies, transportation and recycling services by contacting Customer Service Representative Sara Crom, who will serve as the Contract Customer Service Representative (CSR). The CSR will then evaluate the request and begin the waste acceptance protocol. The State of Missouri shall provide Veolia with a description of, and specifications pertaining to, its waste materials in a profile sheet and confirm at all times it is true and correct in all material respects, and waste materials tendered to Veolia will at all times, including, without limitation, at the time of recertification of the waste materials, conform to the description and specifications contained in the Profile Sheet. The State of Missouri shall make available all information it has regarding the waste materials. If the State of Missouri receives information that the waste materials described in a profile sheet present, or may present, a hazard or risk to persons or the environment not reasonably disclosed in the profile sheet, The State of Missouri will promptly report such information to Veolia.

The CSR will work with the transportation logistic coordinator to make arrangements for the waste to be picked up by one of the specified transporters. After the pre-transportation and approvals process has been completed, the CSR will contact the Contract User to schedule/confirm a pickup date and time during the agencies normal working hours. Veolia will provide pickup services within a minimum of five (5) days of the service request.

The Contract User will be informed of any special packaging requirements for the waste material. The general packaging requirements are all waste material must be packaged in sealed U.S. DOT specification/approved containers, in accordance with U.S. DOT, and U.S. EPA requirements. The necessary shipping papers and labels will be provided to the Contract User either at or prior to the time of pickup. If shipping containers are ordered by the University, Veolia will supply containers meeting the U.S. DOT, U.S. EPA, and IEPA requirements.

At the time of pickup, all completely packaged waste materials will be labeled and marked according to EPA and DOT requirements. At a minimum, Veolia will mark the packages with the following information:

1. DOT Hazard Class Labels, if required.
2. Generator Name, Address and Phone Number.
3. EPA Yellow Hazardous Waste Label, if required.
4. Yellow TSCA/PCB Label, if required.
5. Proper DOT Shipping Name per 49 CFR 172.101.
6. Disposal Site Specific Marking (e.g. Waste Profile Sheet number).

Veolia will properly complete a bill-of-lading (BOL) or waste manifest for all waste. The BOL will be completed according to EPA, DOT, and State of Missouri and destination state regulations. A copy of the BOL or waste manifest will be provided to the designated Contract User. The shipping papers shall only be signed by designated Contract User. In the event that a scheduled pickup is delayed due to unforeseen events, Veolia will notify the State Agency as soon as possible, and work with the Agency to reschedule the pickup at a time convenient for both the Agency and Veolia. Veolia understands that situations may also arise for the State of Missouri Agency, and that a pickup may need to be cancelled. A 24 hour notification to Veolia would be greatly appreciated. The State of Missouri shall notify Veolia in writing regarding personnel changes.

Veolia shall take title to The State of Missouri's waste materials provided it conform to the descriptions and specifications stated in the waste profile and information provided by The State of Missouri upon completion of loading into Veolia's transportation vehicles, or if transported by State of Missouri, upon acceptance at Veolia's Facility. All containers of waste must be described on specified shipping papers and received by the transporter. The State of Missouri shall provide a detailed, verifiable breakdown of the wastes being picked up or delivered. Actual quantities will be determined upon receipt at the destination Facility. Per 40 CFR 273.18(d), 40 CFR 273.38(d), and 40 CFR 264.12(b), the Facility agrees to receive shipments of Universal Wastes from the State of Missouri.

Upon arrival of a shipment at the destination Facility, the following sequence of events occurs:

1. The truck is directed to the receiving dock where Veolia logistics and technical personnel compare shipping documents and material description against the material profile sheets, work specifications, and the material actually received.
2. All containers are visually inspected and further screened, if deemed necessary using portable mercury analyzers or other methods deemed appropriate for the waste type. Samples may also be collected and submitted to an off-site laboratory for additional analysis.
3. If the shipment conforms to the material profile and work specifications, the shipping document is signed and the truck unloaded. Copies of the bills of lading or manifests are then forwarded to the generator and customer, if they are not the same, within the time frame specified in the regulations.

Should Veolia reject any portion or all of a shipment, the designated agency representative will be notified. The shipment will be returned to the generator or another site selected by the generator.

4. Upon off-loading, each container is weighed and placed into the process or storage area, pending processing. A Veolia receiving record is executed to record all pertinent information.
5. Each generator's shipment is processed on a batch basis, tracked as a document (inventory) number and thereafter so referenced on the records, invoices, and certificates.

If The State of Missouri's waste materials do not conform to the descriptions and specifications stated in the corresponding profile sheet, Veolia and The State of Missouri shall, in good faith, attempt to amend the profile sheet and any other pertinent documents and/or correct any improper containerization, marking or labeling to enable Veolia to accept such non-conforming waste materials at the destination facility. If the parties cannot, within fifteen (15) days of receipt, resolve the discrepancy of the waste materials, Veolia will work with The State of Missouri to make prompt arrangements for the removal of such non-conforming waste materials from the destination facility at which they are located to another lawful place of storage or disposal. The State of Missouri shall agree to pay Veolia its reasonable expenses and charges incurred with respect to The State of Missouri's non-conforming waste materials.

Veolia is held to specific record keeping and reporting requirements dependent upon location and local, state and federal regulations. Veolia maintains records in accordance with all applicable permits and operating agreements, documenting the receipt of waste, including quantity, source (generator and/or transporter), date and time received, the amount of waste in storage and the types of recovered materials, products and waste from processing which are shipped from Veolia's facilities. The company will retain in its possession all records, document reports and data related to its operation for at least three years.

- 2.2.6 The state agency will have all universal waste loaded in containers and brought to the state agency's loading dock, or equivalent area, for pickup prior to the contractor's arrival.

If Veolia is required to perform any services regarding preparing or packaging fluorescent bulbs and non-rechargeable batteries, Stand by Time rates will apply.

- 2.2.7 The contractor shall transport the universal waste from the state agency to the contractor's certified facility.
- a. The contractor must have and maintain a Missouri Hazardous Waste Transporter License, a United States Department of Transportation (hereinafter referred to as "USDOT") Hazmat License, and all relevant licenses, permits, and registrations for the states that materials are transported through to reach their final destination.
 - b. The contractor's pickup and transport vehicle drivers must be USDOT Hazmat trained and certified.
 - c. The contractor must have a MCS 90 or comparable insurance endorsement proving the transport vehicles can be operated on the road and are legal.
 - d. The contractor's facility must be a Resource Conservation and Recovery Act (RCRA) Part B permitted facility.

Veolia has and maintains the required permits for transporting, including a Missouri Hazardous Waste Transporter License, a United States Department of Transportation (hereinafter referred to as "USDOT") Hazmat License, and all relevant licenses, permits, and registrations for the states that materials are transported through to reach their final destination. All employees performing transportation related services are USDOT Hazmat trained and certified. A MCS 90 or comparable endorsement is provided and all waste transported under this contract, by Veolia, will be received at a Resource Conservation and Recovery Act (RCRA) Part B permitted facility.

The following pages detail our Transportation Permits, Commercial Motor Vehicle Liability Insurance and Facility Permit Summaries.

• **Transportation Permits**

Copies of all transportation permits are available upon request. All drivers are Hazmat certified

Jurisdiction	Permit Name	Number
Alabama	Hazardous Waste	NJD080631369
Arkansas	DOT	H-986
Arkansas	DEP	PC-1562
Arizona		NJD080631369
Boston	Fire Department	7026
Broward County	Hazardous Materials	HMT -01-16993
California	Hazardous Materials	CA - 76443
California	Hazardous Waste	3424
California	Motor Carrier Authority	0076443
Colorado	Hazardous Materials	HMP-02581
Connecticut	Hazardous Waste	CT-HW-663
Connecticut	Biomedical Waste	CT-BMW-012
Dade County, FL	Liquid Waste Hauler	LW-HW2000-0001-000
Delaware	Solid Waste Transporter	DE-SW-463
Delaware	Hazardous Waste	DE-HW-463
Florida	Hazardous Waste	NJD-080631369
Florida	Mercury Containing Lamps & Devices	NJD080631369
Florida	Used Oil Transporter	NJD080631369
Georgia	Hazardous Materials	10444-10461
ICC	Motor Carrier Authority	MC295758
Idaho	Hazardous Waste	1001043
Idaho	Hazardous Material	1001043
IFTA	Fuel Tax - Illinois base	IL36428799801
Illinois		
Illinois ICC	Single State Registration	112609
Indiana		NJD080631369
Iowa		NJD080631369
Kansas	Hazardous Waste	NJD080631369
Kentucky		NJD080631369
Louisiana		NJD080361369
Maine	Hazardous Waste	ME-HWT 400 ME-WOT-425
Maryland	Hazardous Waste	HWH599
Massachusetts	Hazardous Waste	452
Michigan	Liquid Industrial Waste Uniform Program	LIW 0809181 MI
Mississippi		NJD080631369
Missouri	Hazardous Waste	H-2146
Montana		NJD080631369
Nebraska		NJD080631369
New Hampshire	Hazardous Waste	TNH-0227
New Jersey	Hazardous Waste	50160
New Jersey	Solid Waste	20071

Jurisdiction	Permit Name	Number
New Mexico	Hazardous Material	00000835744
New Mexico	Tax ID	0835744
New York	Waste Transporter	NJ-410
New York	Highway Use Tax	Varies
New York City	Fire Department	
New York City	Dept. of Consumer Affairs	Transfer
North Carolina		NJD080631369
North Dakota		WH-586
Oklahoma		3883
Oregon	PUC	217942
Pennsylvania	Hazardous Waste	PA-AH0500
Pennsylvania	PUC Authority	A-00112479
Pennsylvania	Turnpike Commission	1571
Rhode Island	Hazardous Waste	RI-748
Rhode Island	Medical Waste	RI-410
South Carolina	Hazardous Waste NJD080631369	NJD080631369
South Carolina Used Oil Reg	Used Oil Registration	UOT - NJD080631369
South Dakota		NJD080631369
Tampa	Solid Waste-recycling	02-002356-PRS
Tennessee	Hazardous	NJD080631369
Tennessee	Radioactive	T-NJ011-L01
Texas	Hazardous Materials	00504177OC
USDOT	Motor Carrier ID	609181
USDOT	Hazardous Materials Registration	060915553068X
USEPA	Hazardous Waste	NJD080631369
USEPA	TSCA-PCB Transporter	NJD080631369
Utah	Davis Co. Scavenger & Salvage	Varies Per vehicle
Vermont	Waste Transporter	54013
Virginia	Hazardous	NJD080631369
Washington	Interstate Common Carrier Permit	CC-58568
Wisconsin	Hazardous Waste	16139
Wisconsin	Solid Waste	13800
Wisconsin	Infectious Waste	14520
Wyoming		NJD080631369
OH, OK, IL, NV, WV, MI, MN	Uniform Program Registration	UPW-0609181-OH

Commercial Motor Vehicle Liability Insurance

Providing limits of a \$5,000,000 combined single limit, this policy protects VNA for claims from third party for bodily injury and property damage arising out the use of any owned, non-owned, or hired motor vehicle. Where hazardous waste requirements are present, the policy has been endorsed to address such areas with the MCS 90 endorsement mandated by the Motor Carrier Act of 1980 and protects us from pollution liability resulting from the use of motor vehicles.

• **Facility Permits and Licenses**

Facility Name Address Telephone Site Contact	Part B Permit or Solid Waste Permit Number, Date of Issue and Expiration	Air Permit Number, Date of Issue and Expiration	NPDES Permit Number, Date of Issue and Expiration	TSCA Permit Number, Date of Issue and Expiration
Veolia ES Technical Solutions, L.L.C 5735 W. Jefferson Street, Phoenix, AZ 85043 USEPA ID#: AZD000337380 Tel: +1 602 233 2955 Contact: Richard Bellamy	ADEQ RCRA Part B Permit Issued: 7/17/2017 Expires: 7/17/2027	Air Quality Permit #000139 Expires: 3/31/2021	NPDES Permit AZMSG-2010-002 Authorization Number AZMSG- 61778	TSCA Permit AZD983473539 Issued: 09/30/2015 Expires: 09/29/2025
Veolia ES Technical Solutions, L.L.C 1275 Mineral Springs Drive, Port Washington, WI 53074 USEPA ID#: WID988566543 Tel: +1 262 243 8900 Contact: Steve Biermann	HW Storage License #6008 Effective: 10/1/18 Expires: 9/30/19 HW Treatment License #4585 Effective: 10/1/18 Expires: 9/30/19 SW Processing License: #3870 Effective 10/1/18 Expires 9/30/19	Air Operation Permit #246076080-S01 Issued: 11/11/14 Expires: 11/11/19	Storm water General Permit #WI-S067857-03 Issued: 6/16/2016 Expires: 5/31/2021	Meets Exemption Criteria
Veolia ES Technical Solutions, L.L.C. 215 South Park Street, Port Washington, WI 53074 53074 USEPA ID#: WIR000130591 Tel: +1 262 243 8900 Contact: Steve Biermann	Hazardous Waste – LQG WIR000130591 Effective: 05/01/2014 WDNR Registration Refrigerant Recovery (Type 2) Effective: 09/14/18 Expires: 09/30/19	NA	NA	NA

2.2.8 The contractor shall provide the state agency with a Certificate of Recycle for each pickup of universal waste.

Each generator's shipment is processed on a batch basis, tracked as a document (inventory) number and thereafter so referenced on the records, invoices, and certificates. These documents are submitted to The Missouri State Agency in a timely manner. A Sample Certificate of Recycling is shown on the next page:



CERTIFICATE OF ACCEPTANCE FOR RECYCLING AND/OR DISPOSAL

By accepting the waste products described by the document number below on this certificate, Veolia ES Technical Solutions L.L.C. (Veolia ES) certifies to the generator that the transportation, storage or processing methods employed are in accordance with the Veolia ES permit parameters and all applicable federal, state and local laws.

BILL TO:	GENERATOR:
	ACME MUNICIPALITY 123 MAIN STREET APPLETON, WI 54915

Product Code	Description	QTY	UOM
LP-FD4	Recycle - Four Foot Fluorescent Lamps	68.0	LMP
LP-FUT	Recycle - U-Tube Lamps	12.0	LMP

KEY: P = POUNDS, LFT = LINEAR FEET, LMP = LAMP, EA = EACH.
Questions regarding this certificate should be directed to customer service, toll free at 1-800-556-5267.

<p>DOCUMENT #: K3637248</p> <p>SALES ORDER #: 062151</p> <p>RECEIVED DATE: 2/20/15</p> <p>PROCESSING FACILITY EPA ID: MAC300017498</p> <p>RETURN TRACKING#: 691191787233573200</p> <p>CUSTOMER MANIFEST: 6C5043375D-8E97175F</p> <p>STATE MANIFEST:</p> <p>LINE NOTE: SUPPLY-043</p>	<p>PROCESSING FACILITY: VEOLIA ES TECHNICAL SOLUTIONS, L.L.C. 90 PLEASANT STREET WEST BRIDGEWATER, MA 02379</p>
--	--

Under civil and criminal penalties of law for making or submission of false statements or representations (18 U.S.C 1001 and 15 U.S.C. 2815), I certify that the information contained in or accompanying this document is true, accurate and complete. As to the identified information in this document, for which I cannot personally verify truth and accuracy, I certify as the company official having supervisory responsibility for the persons who, acting under my direct instructions, made verification that this information is true, accurate and complete.

Kevin Shaver, Branch Manager
 February 20, 2015

2.3 Reporting Requirements:

2.3.1 On a monthly basis and by no later than ten (10) calendar days after the end of the reporting period, the contractor shall provide a report, sorted by state agency, which shall include the following:

- a. The utilizing state agency name;
- b. The date of pick up from the state agency;
- c. The location of pick up from the state agency;
- d. The date the shipment was received at the contractor's facility;
- e. The number and size of shipping containers received by the contractor;
- f. A description, including quantities and types of items received;
- g. The unit cost for each item received; and
- h. The total cost for the shipment.

2.3.2 The contractor shall send a copy of the report to each utilizing state agency and the State Recycling Coordinator at recycling@oa.mo.gov.

Each generator's shipment is processed on a batch basis, tracked as a document (inventory) number and thereafter so referenced on the records, invoices, and certificates. These documents will be generated on a monthly basis and submitted to the Agency(s) requesting such documents.

Veolia maintains a detailed computerized Oracle based tracking system, *EnviroWare*, which is used to track the receiving, storage, processing, and outbound shipments of byproducts. The database system is used to provide the generator with an annual summary of the waste materials shipped during a specific year. These reports will be run monthly for the State of Missouri. Veolia is currently working on a project to transfer the information so generators can view data via the internet. We have implemented the internet access for our RecyclePak product line.

2.4 Invoicing and Payment Requirements:

2.4.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

Veolia provides electronic invoicing and payment for numerous customers, and upon award of the contract will initiate a program with the State of Missouri.

2.4.2 Invoicing – The contractor shall submit a monthly itemized invoice to each utilizing state agency for the actual services provided during the month. Each invoice shall be itemized by the date of pickup, the location of pickup, the quantity and types of fluorescent bulbs and non-rechargeable batteries received by the contractor, the number and size of shipping containers received by the contractor, and the applicable firm, fixed prices stated on the Pricing Pages of the contractor's awarded proposal.

- a. The contractor shall include the bill of lading and the Certificate of Recycling with the monthly invoice.
- b. In the event the contractor waits for state agency personnel to finish preparing a shipment for pickup or the contractor waits for state agency personnel to be available to sign shipping documents and such time is in excess of one (1) hour, the contractor shall invoice for stand-by time in accordance with the firm, fixed stand-by hourly price stated on the Pricing Pages of the contractor's awarded proposal. Such time shall be pro-rated in one-quarter hour increments.

Veolia invoices include the BOL and/or Manifest, documentation of materials received; a certificate of recycling and an invoice. Invoices are by location and shipment, and invoices include references to the shipping papers.

- c. In the event the total cost of a pickup at a state agency is less than the minimum charge amount stated on the Pricing Pages of the contractor's awarded proposal, the contractor shall invoice for the minimum charge amount in lieu of the applicable firm, fixed prices stated on the Pricing Pages of the contractor's awarded proposal.

2.4.3 Payments – After acceptance and approval of the invoice and services provided, each state agency utilizing the contract shall pay the contractor in accordance with the applicable firm, fixed prices stated on the Pricing Pages of the contractor's awarded proposal.

- a. The contractor shall understand and agree that each state agency utilizing the contract shall be solely responsible for payment for only those services provided to that agency.
- b. In the event the total payment due to the contractor for the pickup of fluorescent bulbs or non-rechargeable batteries is less than the firm, fixed minimum charge amount stated on the Pricing Pages of the contractor's awarded proposal, the contractor shall be paid the firm, fixed minimum charge amount in lieu of the applicable firm, fixed unit prices.

2.4.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.5 Missouri Statewide Contract Quarterly Administrative Fee:

2.5.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all services provided under the contract. Payment of the one percent (1%) administrative fee shall be non-negotiable.

Veolia agrees to pay the 1% administrative fees as set forth in this RFP.

2.5.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (DPMM) no later than the fifteenth (15th) calendar day of the month immediately following the end of the calendar quarter,

unless the fifteenth (15th) is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.5.3 Payments shall be made using one (1) of the following acceptable payment methods:

- a. **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- b. **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.5.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one (1) contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one (1) contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.6 Missouri Statewide Contract Quarterly Administrative Fee Report:

2.6.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

Veolia agrees to submit a Missouri Statewide Contract Quarterly Administrative Fee Report as set forth in this RFP.

2.6.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (DPMM) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.6.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following DPMM website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 1. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one (1) of the following methods:

- a. **Mail:** Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- b. **Fax:** (573) 526-9815
- c. **Email:** ereports@oa.mo.gov

2.6.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.7 Missouri Statewide Contract Quarterly Usage Report:

2.7.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (DPMM) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

Veolia agrees to submit a Missouri Statewide Contract Quarterly Usage Report as set forth in this RFP.

- 2.7.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 2.7.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 2 which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or by utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- 2.7.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.
- 2.8 Other Contractual Requirements:**
- 2.8.1 Contract - A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.8.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- 2.8.3 Renewal Periods** - If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 2.8.4 Termination** - The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.8.5 Transition:**
- a. The contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
 - b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.
- 2.8.6 Contractor Liability** - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.8.7 Insurance** - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's

performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- a. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancelation.

Below is an example of Veolia's certificate of insurance. Upon award of the contract, Veolia will provide the State of Missouri with a certificate of insurance meeting your specifications, and naming the State of Missouri as additionally insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2017

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 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).

PRODUCER Marsh USA, Inc. 540 W. Madison Street Chicago, IL 60661 Attn: Vectra.CertRequest@marsh.com Fax: 212-944-5033	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): EMAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAME #
INSURED Vectra ES Technical Solutions, LLC 1275 Mineral Springs Drive Port Washington, WI 53074	INSURER A : ACE American Insurance Company 22957
	INSURER B : ACE Fire Underwriters Insurance Company 20702
	INSURER C : AIG Specialty Insurance Company 26883
	INSURER D : N/A N/A
	INSURER E : Lexington Insurance Company 19437
INSURER F :	

COVERAGES CERTIFICATE NUMBER: CH-007109151-66 REVISION NUMBER: 21

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. CTR.	TYPE OF INSURANCE	ADDITIONAL INSURED (YES/NO)	POLICY NUMBER	POLICY EFF. DATE (MM/YY)	POLICY EXP. DATE (MM/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LDC OTHER:		HDO G27873534	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR/PERIOD) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ISA H29095353 (AOS)	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (EA OCCUR) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR C84624131 (AOS) SCF C84624143 (WV) (Radio)	01/01/2018 01/01/2018	01/01/2019 01/01/2019	<input checked="" type="checkbox"/> PER. STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CPL - SR \$500,000		CPO28329661	01/01/2018	01/01/2019	Occurrence/Aggregate \$ 5,000,000
E	ESD - SR \$2,000,000		065703843	01/01/2018	01/01/2019	Per Claim/Aggregate \$ 5,000,000

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

CERTIFICATE HOLDER Vectra ES Technical Solutions, LLC 1275 Mineral Springs Drive Port Washington, WI 53074	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manish Mukherjee <i>Manish Mukherjee</i>
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AGENCY CUSTOMER ID: 010016

LOC #: Chicago



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Yecun ES Technical Solutions, LLC 1275 Mineral Springs Drive Port Washington, WI 53074	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Pollution Legal Liability

Policy Number: W104C8170101
Carrier: Lloyd's Syndicates 6237623
Effective Date: 01/01/2016
Expiration Date: 01/01/2019
Limit: 95,000,000
SIR: 8750,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2017

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 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).

PRODUCER Marsh USA, Inc. 540 W. Madison Street Chicago, IL 60661 Attn: Vedio.CarRequest@marsh.com Fax: 212-946-5053	CONTACT NAME: _____ PHONE (City, No., Ext): _____ FAX (City, No.): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Vedio ES Technical Solutions, LLC 215 S. Park Street Port Washington, WI 53074	INSURER A: ACE American Insurance Company	NAIC # 22687
	INSURER B: ACE Fire Underwriters Insurance Company	20702
	INSURER C: N/A	N/A
	INSURER D: Lloyd's Syndicates 6232623	_____
	INSURER E: _____	_____

COVERAGES **CERTIFICATE NUMBER:** CHI-00009555-3D **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.

INSTR. LTR.	TYPE OF INSURANCE	APPLICABLE ISO / RVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		HDD G27873334	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO: <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTIONS: _____		ISA P25688353 (AOS)	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (EA OCCUR) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in IL) If Yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WLR C54624131 (AOS)	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input type="checkbox"/> N/A	N/A	BCF C54624143 (M) (Rebo)	01/01/2018	01/01/2019	
D	<input type="checkbox"/> Pollution Legal Liability Claims Made Form		W10408170101 SR \$750,000	01/01/2018	01/01/2019	Per Claim 5,000,000 Aggregate 5,000,000

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

CERTIFICATE HOLDER Vedio ES Technical Solutions, LLC 215 S. Park Street Port Washington, WI 53074	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA, Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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- 2.8.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.**
- a. **The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.**
 - b. **The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.**
 - c. **Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:**
 - 1) **The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.**
 - 2) **The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.**
- 2.8.9 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.**
- a. **The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.**
 - b. **The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.**
 - c. **If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.**
 - 1) **The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.**
 - 2) **If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.**

- d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.
- 2.8.10 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.
- 2.8.11 Authorized Personnel:
- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable state, federal, and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
 - c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
 - d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing the documentation required in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 2.8.12 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee

fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

- 2.8.13 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.
- 2.8.14 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 2.8.15 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
 - b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 2.8.16 Contractor Equipment Use:
- a. Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- 2.8.17 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 2.9 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
- 2.9.1 Applicable Laws and Regulations - In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.
- a. Uniform Administrative Requirements - OMB Circular A-102 - Grants and Cooperative Agreements with State and Local Governments; and 2 CFR 215 - Grants and Other Agreements

with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

b. **Cost Principles:**

- 1) 2 CFR 225 – State, Local and Indian Tribal Governments (OMB Circular A-87);
- 2) 2 CFR 230 – Non-Profit Organizations (OMB Circular A-122);
- 3) 2 CFR 220 Educational Institutions (OMB Circular A-21);
- 4) 48 CFR 31.2 – For-Profit Organizations; and
- 5) 45 CFR 74 Appendix E – Hospitals.

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

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

2.9.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.

2.9.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.

2.9.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

2.9.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

2.9.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

2.9.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.

2.9.9 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:

(<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>)

- 2.9.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 2.9.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.
- 2.9.12 Contractor Whistleblower Protections:
- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
 - b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
 - c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
- 2.9.13 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
 - i. Missouri Governor's E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Proposal Submission Instructions:

3.1.1 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.

- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
- b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
- c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

3.1.2 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

- a. The proposal should be page numbered and the signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.
- b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
- c. The vendor should include two (2) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies (the copy) should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.

3.1.3 Confidential Materials: Pursuant to section 610.021, RSMo, the vendor's proposal and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

- a. The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "*liberally construed and their exceptions strictly construed*" to promote the public policy that records are open unless otherwise provided by law.

- b. Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. The vendor should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety.
- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
- 1) Vendor's entire proposal;
 - 2) Vendor's pricing;
 - 3) Vendor's proposed method of performance including schedule of events and/or deliverables;
 - 4) Vendor's experience information including customer lists or references; and
 - 5) Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- d. On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website and attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- e. Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal and submits information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- f. Imaging Ready - Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system.
- 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid and Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.

- 2) Also, in preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 3.1.4 **Questions Regarding the RFP** – Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
- b. Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Written records of the questions and answers will not be maintained. Vendors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed. The vendor may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
- 3.2 **Proposal Submittal Documentation** - The vendor should include a completed copy of each exhibit and any other documentation requested or required herein with the proposal. The vendor is cautioned that it is the vendor's sole responsibility to submit requested information and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may adversely affect the evaluation of the proposal.
- 3.2.1 **Pricing** – The vendor must provide pricing for all line items as required on the Pricing Page.
- 3.2.2 **Experience** - The vendor should complete Exhibit A with information related to previous and current services/contracts performed by the vendor's organization which are similar to the requirements of this RFP. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.
- 3.2.3 The vendor should complete and submit Exhibit B, Miscellaneous Information.
- 3.2.4 **Affidavit of Work Authorization and Documentation** - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.
- 3.2.5 **Debarment Certification** – The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., Exhibit D with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.2.6 **Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in

compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include but not necessarily be limited to:

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

3.3 Competitive Negotiation of Proposals - The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

3.3.1 Negotiations may be conducted in person, in writing, or by telephone.

3.3.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.

3.3.3 Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

3.3.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

3.4 Evaluation and Award Process - Proposals will be evaluated and awards made as specified below:

3.4.1 Missouri Statewide Contract Quarterly Administrative Fee Payment - The vendor's pricing stated herein shall include all applicable costs associated with the provision of the products/services specified herein, including but not limited to payment of the required administrative fee specified in section 2.5 of the RFP.

3.4.2 Determination of Lowest Priced Vendor including Consideration of Preferences - The vendor with the most points after completing the cost calculations and determining bonus points as specified below is considered the lowest vendor.

- a. Objective Evaluation of Cost -The objective evaluation of cost shall be based on a total cost determined using the quantities provided below multiplied by the prices stated on the Pricing Page plus one thousand, five hundred dollars (\$1500) of shipping containers minus the discount stated on the Pricing Page for such.

Fluorescent Bulbs				
Description	Quantity			
	0-250	251-500	501-1000	1001+
Straight Fluorescent	250 4ft. Bulbs	500 4ft. Bulbs	1000 4ft. Bulbs	1001 4ft. Bulbs
Utube/Circular	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
HID/Mercury/Halide/Sodium	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
Compacts	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
Shatter-Shield/Power Groove	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
Incandescent	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
PCB Ballast	2,000 Pounds			
Broken Fluorescent	50 Pounds			
Non-PCB Ballast	2,000 Pounds			
LED Bulbs				
Straight Fluorescent	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
Compacts	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
Non-Rechargeable Batteries				
Lithium/Mercury	100 Pounds			
Silver-Oxide	50 Pounds			
Alkaline/Single Use	30 Pounds			
Rechargeable Batteries				
Nickel-Cadmium	25 Pounds		50 Pounds	
Lithium Ion	25 Pounds		50 Pounds	
Nickel Zinc	25 Pounds		50 Pounds	
Nickel Metal Hydride	25 Pounds		50 Pounds	
Small, Sealed Lead-Acid Batteries	25 Pounds		50 Pounds	

- 1) The evaluation of cost will include the original contract period and any potential renewal periods.
- 2) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times 200 = \text{Cost evaluation points}$$

- 3) The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- b. Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- 1) In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the following information with the proposal:
 - ✓ Participation Commitment - The vendor must complete Exhibit E, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
 - ✓ Documentation of Intent to Participate - The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).
- 2) A list of Missouri sheltered workshops can be found at the following internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- 3) The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com>
<http://www.alhaphointe.org>
- 4) Commitment - If the vendor's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.

- c. Missouri Service-Disabled Veteran Business Enterprise Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit G, Missouri Service-Disabled Veteran Business Enterprise Preference with the proposal. If the proposal does not include the completed Exhibit G and the documentation specified on Exhibit G in accordance with the instructions provided therein, no preference points will be applied.
- 3.4.3 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.
- 3.4.4 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive vendor.
- a. The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the vendor or any subcontractor(s) proposed to provide the fluorescent bulb and non-rechargeable battery recycling services within the past three (3) years, and/or (2) inability of the vendor to document recent responsible and reliable past experience/performance similar to the services required, and/or (3) the failure of the vendor to provide a reference(s).
 - b. If the lowest responsive vendor is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next lowest responsive vendor.
- 3.4.5 Determination of Award - The contract will be awarded to the lowest, responsive, and responsible and reliable vendor determined as specified herein.

4. PRICING PAGES

4.1 Fluorescent Bulb and Non-Rechargeable Battery Recycling Services - The vendor shall provide a firm, fixed price for each of the following for providing services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated prices. (UNSPSC Code: 76122314)

Original Contract Period				
<i>Firm, Fixed Price</i>				
Fluorescent Bulbs				
Description	Quantity			
	0-250	251-500	501-1000	1001+
Straight Fluorescent	\$ <u>0.06</u> per foot <i>Line Item 1</i>	\$ <u>0.06</u> per foot <i>Line Item 2</i>	\$ <u>0.06</u> per foot <i>Line Item 3</i>	\$ <u>0.06</u> per foot <i>Line Item 4</i>
Utube/Circular	\$ <u>0.34</u> per each <i>Line Item 5</i>	\$ <u>0.34</u> per each <i>Line Item 6</i>	\$ <u>0.34</u> per each <i>Line Item 7</i>	\$ <u>0.34</u> per each <i>Line Item 8</i>
HID/Mercury/Halide/Sodium	\$ <u>0.78</u> per each <i>Line Item 9</i>	\$ <u>0.78</u> per each <i>Line Item 10</i>	\$ <u>0.78</u> per each <i>Line Item 11</i>	\$ <u>0.78</u> per each <i>Line Item 12</i>
Compacts	\$ <u>0.40</u> per each <i>Line Item 13</i>	\$ <u>0.40</u> per each <i>Line Item 14</i>	\$ <u>0.40</u> per each <i>Line Item 15</i>	\$ <u>0.40</u> per each <i>Line Item 16</i>
Shatter-Shield/Power Groove	\$ <u>0.94</u> per each <i>Line Item 17</i>	\$ <u>0.94</u> per each <i>Line Item 18</i>	\$ <u>0.94</u> per each <i>Line Item 19</i>	\$ <u>0.94</u> per each <i>Line Item 20</i>
Incandescent	\$ <u>0.16</u> per each <i>Line Item 21</i>	\$ <u>0.16</u> per each <i>Line Item 22</i>	\$ <u>0.16</u> per each <i>Line Item 23</i>	\$ <u>0.16</u> per each <i>Line Item 24</i>
PCB Ballast	\$ <u>0.59 landfill OR \$1.16 incineration</u> per pound <i>Line Item 25</i>			
Broken Fluorescent	\$ <u>0.56</u> per pound <i>Line Item 26</i>			
Non-PCB Ballast	\$ <u>0.31</u> per pound <i>Line Item 27</i>			

LED Bulbs				
Description	Quantity			
	0-250	251-500	501-1000	1001+
Straight	\$ 0.10 per foot <i>Line Item 28</i>	\$ 0.10 per foot <i>Line Item 29</i>	\$ 0.10 per foot <i>Line Item 30</i>	\$ 0.10 per foot <i>Line Item 31</i>
Compacts	\$ 0.40 per each <i>Line Item 32</i>	\$ 0.40 per each <i>Line Item 33</i>	\$ 0.40 per each <i>Line Item 34</i>	\$ 0.40 per each <i>Line Item 35</i>

Non-Rechargeable Batteries	
Lithium/Mercury	\$ 4.20 per pound <i>Line Item 36</i>
Silver-Oxide	\$ 4.20 per pound <i>Line Item 37</i>
Alkaline/Single-Use	\$ 0.63 per pound <i>Line Item 38</i>

Rechargeable Batteries		
Nickel-Cadmium	\$ 0.63 per pound <i>Line Item 39</i>	\$ 0.63 per pound <i>Line Item 40</i>
Lithium Ion	\$ 3.90 per pound <i>Line Item 41</i>	\$ 3.90 per pound <i>Line Item 42</i>
Nickel Zinc	\$ 0.63 per pound <i>Line Item 43</i>	\$ 0.63 per pound <i>Line Item 44</i>
Nickel Metal Hydride	\$ 0.63 per pound <i>Line Item 45</i>	\$ 0.63 per pound <i>Line Item 46</i>
Small, Sealed Lead-Acid Batteries	\$ 0.25 per pound <i>Line Item 47</i>	\$ 0.25 per pound <i>Line Item 48</i>

4.2 **Stand-By Time** - The vendor shall provide a firm, fixed price per hour for any pickup that lasts longer than one (1) hour. All costs associated with providing the required Stand-By Time services shall be included in the stated prices.

Description	Original Contract Period <i>Firm, Fixed Price</i>
Stand-By Time	<p style="text-align: right;">\$ <u>85.00</u> per hour <i>Line Item 49</i></p>

4.3 **Minimum Charge** - The vendor shall provide a firm, fixed minimum charge for fluorescent bulb and non-rechargeable battery pickup. All costs associated with providing the required services shall be included in the stated prices.

Description	Original Contract Period <i>Firm, Fixed Price</i>
Minimum Charge	<p style="text-align: right;">\$ <u>600.00</u> <i>Line Item 50</i></p>

4.4 **Price List For Shipping Containers** - The vendor shall provide price list of shipping containers available for use by the state agency to ship fluorescent bulbs and non-rechargeable batteries to the contractor. The price list shall identify the sizes of shipping containers, the quantities of fluorescent bulbs and non-rechargeable batteries that the container can hold, and a firm, fixed price for each size of container.

See attached listings of available containers and next few pages.

RecyclePak® Fluorescent Lamp Recycling Containers

Price includes waste container(s), outbound shipping, return shipping, recycling and online recycling documentation. The RecyclePak® Lamp Recycling containers are only available for use in the Continental United States.

SKU	Name	Dimensions	Style	Capacity / QTY	Cost (EA)
Supply-043	Medium 4ft Fluorescent Lamp Recycling Box	8.5"x8.5"x48"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	30 T12 / 72 T8 4ft straight fluorescent lamps, misc. 4ft T5 straight lamps, misc. 4ft straight LED lamps and misc. u-tube lamps.* (UN Rated Weight-34 lbs.)	\$46.25
Supply-044	Medium 8ft Fluorescent Lamp Recycling Box	6"x6"x96"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	16 T12 / 39 T8 8ft straight fluorescent lamps, misc. 8ft T5 straight lamps, and misc. 8ft straight LED lamps.* (UN Rated Weight-35 lbs.)	\$62.50
Supply-065	Large 4ft Fluorescent Lamp Recycling Box	12"x12"x48"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	68 T12 / 146 T8 4ft straight fluorescent lamps, misc. 4ft T5 straight lamps, misc. 4ft straight LED lamps and misc. u-tube lamps.* (UN Rated Weight-66 lbs.)	\$73.25
Supply-068	5 Gal Mixed Lamp Recycling Pail	Top Dia: 11.45" Bottom Dia: 10.15" Height: 14.09"	HDPE Pail with (4) Mil Poly Liner and Locking Lid	55 lbs. or 45-90 small to medium CFLs or LEDs.* (UN Rated Weight-55 lbs.)	\$59.75
Supply-098	Small 4ft Fluorescent Lamp Recycling Box	6"x6"x48"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-	16 T12 / 39 T8 4ft straight fluorescent lamps, misc. 4ft T5 straight lamps, and misc. 4ft	\$36.00

SKU	Name	Dimensions	Style	Capacity / QTY	Cost (EA)
			Barrier Liner	straight LED lamps.* (UN Rated Weight--17 lbs.)	
Supply-123	Consumer CFL Recycling Box	6"x6"x6"	Box with (4 Mil) Poly Liner	6-8 medium CFLs or LEDs or 12 small CFLs	\$23.00
Supply-126	2ft Mixed Lamp Recycling Box	16"x16"x25"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	22 T12 / 32 T8 u-tube lamps, misc. amounts of high intensity discharge lamps, up to 250 compact fluorescent lamps or small LED lamps.* (UN Rated Weight--58 lbs.)	\$75.00
Supply-144	Bulk Lamp Recycling Kit	40"x48"x51"	Pallet-Sized Box with (4) Internal Corrugated Tubes and (4 Mil) Poly Liners	800 T12 or 1600 T8 4ft straight lamps or 360 400w HIDs or 312 T12 or 480 T8 u-tubes	\$795.25
Supply-190	Large 8ft Fluorescent Lamp Recycling Box	8"x 8"x96"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	25 T12 / 57 T8 8ft straight fluorescent lamps, misc. 8ft T5 straight lamps, and misc. 8ft straight LED lamps.* (UN Rated Weight--61 lbs.)	\$79.25
Supply-191	Large U-tube, HID Lamp Recycling Box	22"x22"x24"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	46 T12 / 81 T8 u-tube lamps, and up to 60 400W HIDs.* (UN Rated Weight--54 lbs.)	\$77.75
Supply-192	Medium CFL Recycling Box	15"x15"x15"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	150 small spiral compact fluorescent lamps, 525 2-pin compact fluorescent lamps, 265 4-pin compact fluorescent lamps, misc. incandescent and LED lamps.* (UN Rated Weight--37 lbs.)	\$67.00
Supply-253	Small CFL Drop Box	Outer: 13"x13"x9" Inner: 11"x11"x7"	Corrugated Display with Inner Collection Box	35 small spiral CFLs	\$47.50
Supply-261	Cubic Yard Mixed Lamps Recycling Kit	36"x36"x36"	Double-walled corrugated cubic yard box with pallet base	2700 CFLs or 525 lbs. of mixed lamps. DO NOT EXCEED 525 lbs. when placing lamps into this container.	\$1020.75
Supply-277	4ft Linear Lamp Prepaid Recycling Stamp	To be used with a pallet of 4ft lamps	8.5"x11" preprinted label	900 T12 or 1800 T8 4ft linear fluorescent lamps	\$616.00
Supply-278	8ft Linear Lamp Prepaid Recycling Stamp	To be used with a pallet of 8ft lamps	8.5"x11" preprinted label	900 T12 or 1800 T8 8ft linear fluorescent lamps	\$1,066.75

RecyclePak® Ballast Recycling Containers

Price includes waste container(s), outbound shipping, return shipping, recycling and online recycling documentation. The RecyclePak® Ballast Recycling containers are only available for use in the Continental United States.

SKU	Name	Dimensions	Style	Capacity / QTY	Cost (EA)
Supply-040	5 Gal Lamp Ballast Recycling Pail	Top Dia: 11.45" Bottom Dia: 10.15" Height: 14.09"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	55 lbs. TSCA-exempt PCB and non PCB magnetic and electronic lamp ballast	\$93.75
Supply-193	6.5 Gal Lamp Ballast Recycling Pail	Top Dia: 11.45" Bottom Dia: 10" Height: 18.3"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	66 lbs. TSCA-exempt PCB and non PCB magnetic and electronic lamp ballast	\$94.50
Supply-263	Flexible 30 Gal Ballast Recycling Drum	17.5"x17.5"x27"	Polypropylene flexible drum with corrugated inserts	250 Lbs. of TSCA-exempt PCB or non-PCB lamp ballast	\$362.25

RecyclePak® Battery Recycling Containers

Price includes waste container(s), outbound shipping, return shipping, recycling and online recycling documentation. The RecyclePak® Battery Recycling containers are only available for use in the Continental United States.

SKU	Name	Size	Style	Capacity / QTY	Cost (EA)
Supply-041	3.5 Gal Dry Cell Battery Recycling Pail	Top Dia: 11.45" Bottom Dia: 10.24" Height: 10.58"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	50 lbs. of dry cell batteries, including AAA, AA, C, D, and 9 volt batteries containing alkaline, carbon-zinc, NICAD, NIMH, silver oxide, mercury, lithium metal, and lithium ion.	\$89.25
Supply-069	1 Gal Dry Cell Battery Recycling Pail	Top Dia: 7.5" Bottom Dia: 6.625" Height: 6.9"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	25 lbs. of dry cell batteries, including AAA, AA, C, D, and 9 volt batteries containing alkaline, carbon-zinc, NICAD, NIMH, silver oxide, mercury, lithium metal, and lithium ion.	\$58.50
Supply-093	½ Gal Dry Cell Battery Recycling Pail	Top Dia: 6.15" Bottom Dia: 5.49" Height: 6.62"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	15 lbs. of dry cell batteries, including AAA, AA, C, D, and 9 volt batteries containing alkaline, carbon-zinc, NICAD, NIMH, silver oxide, mercury, lithium metal, and lithium ion.	\$48.50
Supply-150	2 Gal Sealed Lead Acid Battery Recycling Pail	Top Dia: 10.48" Bottom Dia: 9.125" Height: 7.53"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	35 lbs. of sealed (non-spillable) lead acid batteries.	\$71.25
Supply-252	Small Battery Drop Box	Outer: 13"x13"x9" Inner: 11"x11"x7"	Corrugated Display with Inner Collection Box	45 lbs. dry cell batteries, including AAA, AA, C, D, and 9 volt batteries containing alkaline, carbon-zinc, NICAD, NIMH, silver oxide, mercury, lithium metal, and lithium ion.	\$91.25

4.4.1 The vendor shall provide a firm, fixed percentage discount off the firm, fixed prices for fluorescent bulb and non-rechargeable battery recycling shipping containers identified in the contractor's price list. The vendor shall understand and agree that the percentage quoted shall remain firm and unchanged for the entire term of the contract.

Description	Original Contract Period
	Firm, Fixed Percentage Discount
Percent Discount	<u>0%</u>
	<i>Line Item 51</i>

4.5 **Renewal Option Pricing** - The vendor must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not proposed (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the *original* contract price, not against the previous year's price. A cumulative calculation shall not be utilized.

<u>Line Item</u>	<u>Potential Renewal Period</u>	<u>Maximum Increase</u>		<u>Minimum Decrease</u>
52	First Renewal Period	Original Price + <u>4%</u>	or	Original Price - <u>0%</u>
53	Second Renewal Period	Original Price + <u>8%</u>	or	Original Price - <u>0%</u>

~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~

EXHIBIT A**CURRENT/PRIOR EXPERIENCE VERIFICATION**

The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Vendor Name or Subcontractor Name: <u>VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.</u>	
Experience/Service Information Verification (Current/Prior Services Performed For:)	
Name of Company/Client:	Allen County Department of Environmental Management
Address of Company/Client ✓ Street Address ✓ City, State, Zip	Allen County Solid Waste Management District One East Main Street Fort Wayne, IN 46802
Company/Client Contact Person Information: ✓ Name ✓ Phone number ✓ E-mail Address	Stacie Hubbert 260-449-4433 Stacie.hubbert@co.allen.in.us
Dates of Services:	2002-Ongoing
If service/contract has terminated, specify reason:	NA
Dollar Value of Services	Confidential
Description of Services Performed	The Indiana Solid Waste District contract was awarded in 2002. Under this contract Veolia provides mercury retort services for mercury devices, debris, compounds and solutions; recycling of lamps; and batteries. The Solid Waste Districts receives wastes from internal generators and also from the general public. Upon request, Veolia provides pickup of material from the Solid Waste Facilities utilizing Veolia's Hazardous Waste licensed vehicles. Material is delivered to the Veolia Port Washington Wisconsin Facility for recycling and a certificate of reclamation is issued.

Vendor Name or Subcontractor Name: <u>VEOLIA TECHNICAL SOLUTIONS, L.L.C.</u>	
Experience/Service Information Verification (Current/Prior Services Performed For:)	
Name of Company/Client:	Waste Commission of Scott County
Address of Company/Client <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	5640 Carey, Ave Davenport, IA 52807
Company/Client Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone number <input checked="" type="checkbox"/> E-mail Address	Spencer Brothersen 563-388-1446 sbrothersen@wastecom.com
Dates of Services:	2005-Ongoing
If service/contract has terminated, specify reason:	NA
Dollar Value of Services	Confidential
Description of Services Performed	The Waste Commission of Scott County contract was awarded in 2005. Under this contract Veolia provides mercury retort services for mercury devices, debris, compounds and solutions; recycling of lamps; and batteries. The Waste Commission receives wastes from internal generators and also from the general public. Upon request, Veolia provides pickup of material from the Waste Commission facility utilizing Veolia's Hazardous Waste licensed vehicles. Material is delivered to the Veolia Port Washington Wisconsin Facility for recycling and a certificate of reclamation is issued.

EXHIBIT B

MISCELLANEOUS INFORMATION

Outside United States: If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor **MUST** disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo_04_009.pdf)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If YES, mark the appropriate exemption below, and provide the requested details: 1. <input type="checkbox"/> Unique good or service. • EXPLAIN: _____ 2. <input type="checkbox"/> Foreign firm hired to market Missouri services/products to a foreign country. • Identify foreign country: _____ 3. <input type="checkbox"/> Economic cost factor exists • EXPLAIN: _____ 4. <input type="checkbox"/> Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ____% • Specify what contract work would be performed outside the United States: _____		

Employee/Conflict of Interest:

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	N/A
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political	_____%

subdivision thereof:	
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Registration of Business Name (if applicable) with the Missouri Secretary of State: The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<p>FL0032781</p> <p><i>Charter Number (if applicable)</i></p>	<p>VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.</p> <p><i>Company Name</i></p>
<p>If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:</p>	

Proposed Subcontractors - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

EXHIBIT C
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

Veolia has completed this form for other states. A copy is attached. Due to time constraints, a completed form for the State of Missouri will be provided upon award of contract.

Company ID Number: 125054

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 Social Security Administration (SSA), the Department of Homeland Security (DHS) and Veolia ES Technical Solutions, L.L.C. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II
FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The 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. The 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. The 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 the 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).

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

EXHIBIT C
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; OR
 - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

EXHIBIT C, continued

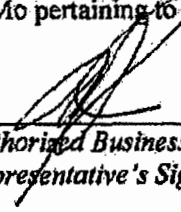
(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B - CURRENT BUSINESS ENTITY STATUS

I certify that VEOLIA ES TECHNICAL SOLUTIONS, L.L.C. (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

KEVIN SHAVER

Authorized Business Entity Representative's Name (Please Print)


Authorized Business Entity Representative's Signature

VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.

11/2/18

Business Entity Name

Date

KEVIN.SHAVER@VEOLIA.COM

E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT C. continued

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Kevin D. Shaver (Name of Business Entity Authorized Representative) as General Manager (Position/Title) first being duly sworn on my oath, affirm Veolia ES Technical Services LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Veolia ES Technical Services LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]
Authorized Representative's Signature

Kevin D Shaver
Printed Name

General Manager
Title

11/5/2018
Date

Kevin.shaver@veolia.com
E-Mail Address

125054
E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of _____
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

AFFIDAVIT OF WORK AUTHORIZATION ANNUAL RENEWAL DOCUMENT

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization Annual Renewal Document.

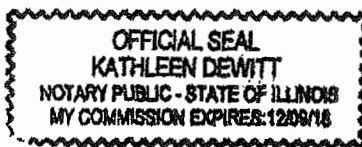
Comes now Doug Harris (Name of Business Entity Authorized Representative) as General Manager (Position/Title) first being duly sworn on my oath, affirm Veolia ES Technical Solutions, LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Veolia ES Technical Solutions, LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

<u><i>Doug Harris</i></u> Authorized Representative's Signature	<u>Doug Harris</u> Printed Name
<u>General Manager</u> Title	<u>February 9, 2018</u> Date
<u>doug.harris@veolia.com</u> E-Mail Address	<u>125054</u> E-Verify Company ID Number

Subscribed and sworn to before me this 9 (DAY) of February (MONTH) 2018 (YEAR) I am commissioned as a notary public within the County of Madison (NAME OF COUNTY) State of Illinois (NAME OF STATE), and my commission expires on 12/9/2018 (DATE)

<u><i>Kathleen Dewitt</i></u> Signature of Notary	<u>Feb 9, 2018</u> Date
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E-Verify

Employment Eligibility Verification

Form E-Verify

Agency

Agency Name

Agency Code

Agency Type

Agency Status

Agency Contact

Agency Address

Agency City

Agency State

Agency Zip

Agency Phone

Agency Fax

Agency Email

Agency Website

Agency Logo

Agency Description

Agency Comments

Company Information

Company Name

Company ID Number

Company Registration Number

Company Registration State

Company Registration Date

Company Registration Expires

Company Registration Fee

Company Registration Status

Company Registration Type

Company Registration Category

Company Registration Sub-category

Company Registration Sub-sub-category

Company Registration Sub-sub-sub-category

Company Registration Sub-sub-sub-sub-category

Company Registration Sub-sub-sub-sub-sub-category

Company Registration Sub-sub-sub-sub-sub-sub-category

Company Registration Sub-sub-sub-sub-sub-sub-sub-category

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Company Registration Sub-sub-sub-sub-sub-sub-sub-sub-sub-sub-sub-sub-sub-sub-category

State of Tennessee

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Company ID Number: 125054

without changes to E-Verify, the Department reserves the right to require employees to take mandatory re-education training.

Termination by any party shall terminate this MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the implementation of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Same as all SSA and DHS responsibilities under this MOU may be performed by contractors, and SSA and DHS may adjust verification responsibilities between each other as they may determine.

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

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 whatsoever, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(a) of E.O. 13526 to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and requests to inspect under the Freedom of Information Act (FOIA).

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

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

To be recognized 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 Operations at 888-464-4118.

Employer: Veolia ES Technical Solutions, L.L.C.

Leslie Michael

Name (Please type in print)

Title

Electronically Signed

06/06/2006

Signature

Date

Department of Homeland Security - Verification Division

Company ID Number: 125054

DECS Verification Division

Name (Please type or print)

Title

Electronically Signed

04/06/2008

Signature

Date

EXHIBIT C, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security - Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University - St. Louis; Missouri Southern State University - Joplin; Missouri Western State University - St. Joseph; Northwest Missouri State University - Maryville; Southeast Missouri State University - Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Proposal/Contract Number for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

Business Entity Name

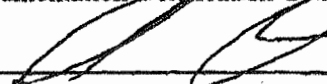
Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:



Buyer

10/1/2018

Date

EXHIBIT D

**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.

VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.

08-218-4156

Company Name

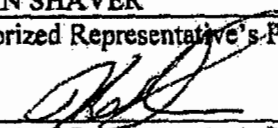
DUNS # (if known)

KEVIN SHAVER

GENERAL MANAGER

Authorized Representative's Printed Name

Authorized Representative's Title


Authorized Representative's Signature

11/2/2018

Date

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT E

PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment – If the vendor is committing to participation by or if the vendor is a qualified organization for the blind/sheltered workshop, the vendor must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the vendor's proposal.

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

EXHIBIT F

DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's proposal.

~ Copy This Form For Each Organization Proposed ~

Vendor Name:

VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Indicate appropriate business classification(s):

Organization for the Blind _____ Sheltered Workshop _____

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

Describe the products/services you (as the participating organization) have agreed to provide:

Authorized Signature:

*Authorized Signature of Participating Organization
(Organization for the Blind or Sheltered Workshop)*

Date (Dated no earlier than the RFP issuance date)

EXHIBIT G**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by the Purchasing in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a vendor meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to the Purchasing, the vendor must provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- a completed copy of this exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT G (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

NOT APPLICABLE

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

The SDVE vendor should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to the Purchasing and therefore have enclosed the SDV's documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the Purchasing.

Date SDV Documents were Submitted: _____

Previous Proposal/Contract Number for Which the SDV Documents were Submitted:

(if applicable and known)

(NOTE: If the SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the Purchasing within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
_____ Buyer	_____ Date

**STATE OF MISSOURI
DIVISION OF PURCHASING
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing (Purchasing). The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a supplier, vendor, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.com.gov/>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP

was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-9 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end date and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title, and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the vendor/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Purchasing immediately.
- b. Upon learning of any such actions, Purchasing reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age,

disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

TAXATION DIVISION
P O BOX 3666
JEFFERSON CITY MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268
Fax: (573) 522-1265
E-mail: taxclearance@dor.mo.gov

VENDOR NO TAX DUE

VEOLIA ES TECHNICAL SOLUTIONS LLC
125 SOUTH 84TH STREET
SUITE 175
MILWAUKEE WI 53214

DATE ISSUED: APRIL 19, 2018

FEDERAL IDENTIFICATION NUMBER: 364287998

The Missouri Department of Revenue certifies that based on the information provided the above listed taxpayer/vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. As a result, the above vendor and its disclosed affiliates are in compliance with Section 34.040.7, RSMo.

This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Department as a result of audit or determination of successor liability.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

A handwritten signature in black ink that reads "Esta Zaring".

Esta Zaring
Administrator, Business Tax

PE:DU1632

CBN045
201810900300333

TAXATION DIVISION
P O BOX 3666
JEFFERSON CITY MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268
Fax: (573) 522-1265
E-mail: taxclearance@dor.mo.gov

VEOLIA ES TECHNICAL SOLUTIONS LLC
c/o ANTHONY DEUTSCH
125 SOUTH 84TH STREET STE 175
MILWAUKEE WI 53214

April 19, 2018

RE: FEDERAL IDENTIFICATION NUMBER: 364287998

Dear Sir or Madam:

Thank you for contacting the Department of Revenue. This is in response to your request for a Vendor No Tax Due in accordance with House Bill 600, Section 34.040.7 RSMo.

Enclosed please find the requested Vendor No Tax Due.

If you require additional information, please feel free to contact us at the above address or telephone number.

TAXATION DIVISION

PE:DU1632

Enclosure

CBN045
201810900300333

[View assistance for SAM.gov](#)



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)

[Login.gov FAQs](#)

- ALERT** - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.
- ALERT** - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

Search Results

Current Search Terms: Veolia Technical Solutions, LLC*

Total records: 0

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[Print](#)

Result Page:

Sort by: **Relevance**

Order by:

Descending

No records found for current search.

Result Page:

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IRB#-2001-107-1003
2017

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STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING (PURCHASING)
 REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901900755
 TITLE: Universal Wastes
 ISSUE DATE: 10/05/2018

REQ NO.: N/A
 BUYER: Chris Downing
 PHONE NO.: (573) 751-3331
 E-MAIL: chris.downing@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 11/05/2018 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: (U.S. Mail) PURCHASING PO BOX 809 JEFFERSON CITY MO 65102-0809 or (Courier Service) PURCHASING 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various Agencies located throughout the State of Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.)

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf.

- Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
- In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select, and** then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select, and** then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
 2. Select the **Solicitations** tab.
 3. Select **View Current Solicitations**.
 4. Select **My List**.
 5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
 6. Click on **Review Response** from the navigation bar.
 7. Click on **Retract** if your response needs to be revised.
 8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
 9. Click on **Respond** and revise as applicable.
 10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES:** Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

End of Instructions for Submitting Solicitation Response

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of universal wastes as set forth herein. Universal wastes shall include 1) rechargeable batteries, 2) mercury containing equipment, and 3) mercury containing lamps.
- 1.1.2 For a better description of these wastes, please see the Department of Natural Resources' fact sheet for the Universal Waste Rule in Missouri <https://dnr.mo.gov/pubs/pub2058.htm>.
- 1.1.3 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Proposal Submission Information
 - 4) Pricing Page(s)
 - 5) Exhibits A - G
 - 6) Terms and Conditions
 - 7) Attachments 1 – 2: The vendor is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the MissouriBUYS Statewide eProcurement System at: <https://missouribuys.mo.gov/bidboard>. . It shall be the sole responsibility of the vendor to obtain the attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain a copy of the attachments.

1.2 Background Information:

- 1.2.1 The current contract for Fluorescent Bulb and Non-Rechargeable Battery Recycling Services expires 10/31/2018. The contract can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the internet at: <http://oa.mo.gov/purchasing>. In addition, all proposal and evaluation documentation leading to the award of the contract may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z16030 or the contract number C316030001 when searching for these documents.
- 1.2.2 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the Background Information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

2.1.1 The contractor shall provide universal waste recycling services in accordance with the Missouri Hazardous Waste Management Laws, specifically 10 CSR 25-16.273, for various agencies located throughout the State of Missouri (hereinafter referred to as “state agency”), in accordance with the provisions and requirements herein and to the sole satisfaction of the state agency.

a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the University of Missouri system and the Judicial and Legislative branches of the State of Missouri.

2.1.2 The contractor shall comply with all United States Environmental Protection Agency (hereinafter referred to as the EPA), Missouri Department of Natural Resources (hereinafter referred to as the DNR), United States Department of Transportation (hereinafter referred to as the USDOT), and local and county regulations regarding universal wastes.

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

2.1.4 Cooperative Procurement Program - The contractor shall participate in the State of Missouri’s Cooperative Procurement Program. The contractor shall provide fluorescent bulb and non-rechargeable battery recycling services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Performance Requirements:

2.2.1 The contractor shall provide recycling services for the following fluorescent bulb and non-rechargeable battery types:

Lamp Types & Equipment	Battery Types
Straight Fluorescent & LED	Single use (alkaline, Lithium, mercury, silver)
Broken Fluorescent & LED	Nickel-Cadmium (Ni-Cd)
Utube/Circular fluorescent & LED	Lithium Ion (Li-ion)
Compact Fluorescent & LED	Nickel Zinc 9Ni-Zn)
Shatter-Shield/Power Groove	Nickel Metal Hydride (Ni-MH)
Incandescent	Small, sealed lead-acid batteries (SSLA)
PCB-ballast	
Non-PCB ballast	
HID, Mercury, Halide, Sodium	

- 2.2.2 The contractor shall provide for both the pickup of universal waste from the state agency and the shipment of universal waste to the contractor by the state agency.
- 2.2.3 Upon request by the state agency, the contractor shall provide containers (for large quantities e.g., pallet loads) and universal waste labels to the state agency for the storage of universal waste pending pickup. The contractor shall provide such containers and labels at no charge to the state agency. All containers shall be recyclable or reusable.
- 2.2.4 Upon request by the state agency, the contractor shall provide pre-paid shipping containers (for small loads) and universal waste labels for the state agency to use to ship universal waste to the contractor.
- 2.2.5 When universal waste battery pickup is required by the state agency, the state agency shall contact the contractor to schedule a pickup.
- a. The contractor shall schedule a pickup with the state agency within five (5) business days of the state agency's request.
 - b. The contractor shall arrive at the state agency pickup point during normal business hours, as indicated by the state agency.
 - c. In the event the contractor is unable to provide a pickup due to unforeseen circumstance beyond the contractor's control, the contractor shall immediately notify the state agency of the inability to pickup and shall coordinate a new pickup within forty-eight (48) hours of the original scheduled pickup.
 - d. The state agency shall provide the contractor with at least a forty-eight (48) hour notification of a pickup cancellation or need for pickup rescheduling.
- 2.2.6 The state agency will have all universal waste loaded in containers and brought to the state agency's loading dock, or equivalent area, for pickup prior to the contractor's arrival.
- 2.2.7 The contractor shall transport the universal waste from the state agency to the contractor's certified facility.
- a. The contractor must have and maintain a Missouri Hazardous Waste Transporter License, a United States Department of Transportation (hereinafter referred to as "USDOT") Hazmat License, and all relevant licenses, permits, and registrations for the states that materials are transported through to reach their final destination.
 - b. The contractor's pickup and transport vehicle drivers must be USDOT Hazmat trained and certified.
 - c. The contractor must have a MCS 90 or comparable insurance endorsement proving the transport vehicles can be operated on the road and are legal.
 - d. The contractor's facility must be a Resource Conservation and Recovery Act (RCRA) Part B permitted facility.
- 2.2.8 The contractor shall provide the state agency with a Certificate of Recycle for each pickup of universal waste.

2.3 Reporting Requirements:

- 2.3.1 On a monthly basis and by no later than ten (10) calendar days after the end of the reporting period, the contractor shall provide a report, sorted by state agency, which shall include the following:
- a. The utilizing state agency name;

- b. The date of pick up from the state agency;
- c. The location of pick up from the state agency;
- d. The date the shipment was received at the contractor's facility;
- e. The number and size of shipping containers received by the contractor;
- f. A description, including quantities and types of items received;
- g. The unit cost for each item received; and
- h. The total cost for the shipment.

2.3.2 The contractor shall send a copy of the report to each utilizing state agency and the State Recycling Coordinator at recycling@oa.mo.gov.

2.4 Invoicing and Payment Requirements:

2.4.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.4.2 Invoicing – The contractor shall submit a monthly itemized invoice to each utilizing state agency for the actual services provided during the month. Each invoice shall be itemized by the date of pickup, the location of pickup, the quantity and types of fluorescent bulbs and non-rechargeable batteries received by the contractor, the number and size of shipping containers received by the contractor, and the applicable firm, fixed prices stated on the Pricing Pages of the contractor's awarded proposal.

- a. The contractor shall include the bill of lading and the Certificate of Recycling with the monthly invoice.
- b. In the event the contractor waits for state agency personnel to finish preparing a shipment for pickup or the contractor waits for state agency personnel to be available to sign shipping documents and such time is in excess of one (1) hour, the contractor shall invoice for stand-by time in accordance with the firm, fixed stand-by hourly price stated on the Pricing Pages of the contractor's awarded proposal. Such time shall be pro-rated in one-quarter hour increments.
- c. In the event the total cost of a pickup at a state agency is less than the minimum charge amount stated on the Pricing Pages of the contractor's awarded proposal, the contractor shall invoice for the minimum charge amount in lieu of the applicable firm, fixed prices stated on the Pricing Pages of the contractor's awarded proposal.

2.4.3 Payments – After acceptance and approval of the invoice and services provided, each state agency utilizing the contract shall pay the contractor in accordance with the applicable firm, fixed prices stated on the Pricing Pages of the contractor's awarded proposal.

- a. The contractor shall understand and agree that each state agency utilizing the contract shall be solely responsible for payment for only those services provided to that agency.

- b. In the event the total payment due to the contractor for the pickup of fluorescent bulbs or non-rechargeable batteries is less than the firm, fixed minimum charge amount stated on the Pricing Pages of the contractor's awarded proposal, the contractor shall be paid the firm, fixed minimum charge amount in lieu of the applicable firm, fixed unit prices.

2.4.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.5 Missouri Statewide Contract Quarterly Administrative Fee:

2.5.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all services provided under the contract. Payment of the one percent (1%) administrative fee shall be non-negotiable.

2.5.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (DPMM) no later than the fifteenth (15th) calendar day of the month immediately following the end of the calendar quarter, unless the fifteenth (15th) is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.5.3 Payments shall be made using one (1) of the following acceptable payment methods:

- a. **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

- b. **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.5.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one (1) contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one (1) contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.6 Missouri Statewide Contract Quarterly Administrative Fee Report:

2.6.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

2.6.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (DPMM) no later than the 15th calendar day of the month following the reporting quarter entered

on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.6.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following DPMM website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 1. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one (1) of the following methods:

- a. **Mail:** Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- b. **Fax:** (573) 526-9815
c. **Email:** ereports@oa.mo.gov

2.6.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.7 Missouri Statewide Contract Quarterly Usage Report:

2.7.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (DPMM) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.

Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

2.7.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

2.7.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the “Missouri Statewide Contract Quarterly Usage Report” worksheet included herein in Attachment 2 which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or by utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

2.7.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days’ written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days’ notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.8 Other Contractual Requirements:

2.8.1 Contract - A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor’s proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing’s acceptance of the proposal by “notice of award”. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such

modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 2.8.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.8.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 2.8.4 Termination - The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.8.5 Transition:
- a. The contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
 - b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.
- 2.8.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.8.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- a. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancelation.

2.8.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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

- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.

- b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.8.10 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

2.8.11 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal, and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as

defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 2) Provide to the Division of Purchasing the documentation required in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.8.12 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.8.13 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

2.8.14 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.8.15 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.8.16 Contractor Equipment Use:

- a. Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

- 2.8.17 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 2.9 Federal Funds Requirements** - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
- 2.9.1 Applicable Laws and Regulations - In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.
- a. Uniform Administrative Requirements - OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments; and 2 CFR 215 – Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
 - b. Cost Principles:
 - 1) 2 CFR 225 – State, Local and Indian Tribal Governments (OMB Circular A-87);
 - 2) 2 CFR 230 – Non-Profit Organizations (OMB Circular A-122);
 - 3) 2 CFR 220 Educational Institutions (OMB Circular A-21);
 - 4) 48 CFR 31.2 – For-Profit Organizations; and
 - 5) 45 CFR 74 Appendix E – Hospitals.
- 2.9.2 Steven’s Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, “Steven's Amendment”, the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. The percentage of the total costs of the program or project which will be financed with Federal funds;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 2.9.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 2.9.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.

- 2.9.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 2.9.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 2.9.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 2.9.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 2.9.9 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:
(<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>)
- 2.9.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 2.9.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.
- 2.9.12 Contractor Whistleblower Protections:
- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
 - b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
 - c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
- 2.9.13 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;

- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- i. Missouri Governor’s E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Proposal Submission Instructions:

3.1.1 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.

- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
- b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
- c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

3.1.2 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

- a. The proposal should be page numbered and the signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.
- b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
- c. The vendor should include two (2) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies (the copy) should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.

3.1.3 Confidential Materials: Pursuant to section 610.021, RSMo, the vendor's proposal and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

- a. The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "*liberally construed and their exceptions strictly construed*" to promote the public policy that records are open unless otherwise provided by law.

- b. Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. The vendor should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety.
- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
- 1) Vendor's entire proposal;
 - 2) Vendor's pricing;
 - 3) Vendor's proposed method of performance including schedule of events and/or deliverables;
 - 4) Vendor's experience information including customer lists or references; and
 - 5) Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- d. On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website and attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- e. Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal and submits information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- f. Imaging Ready - Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system.
- 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid and Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - 2) Also, in preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should

limit proposal content to items that provide substance, quality of content, and clarity of information.

- 3.1.4 Questions Regarding the RFP – Except as may be otherwise stated herein, the vendor and the vendor’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
 - b. Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Written records of the questions and answers will not be maintained. Vendors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed. The vendor may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
- 3.2 **Proposal Submittal Documentation** - The vendor should include a completed copy of each exhibit and any other documentation requested or required herein with the proposal. The vendor is cautioned that it is the vendor’s sole responsibility to submit requested information and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor’s failure to submit such information may adversely affect the evaluation of the proposal.
- 3.2.1 Pricing – The vendor must provide pricing for all line items as required on the Pricing Page.
- 3.2.2 Experience - The vendor should complete Exhibit A with information related to previous and current services/contracts performed by the vendor’s organization which are similar to the requirements of this RFP. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.
- 3.2.3 The vendor should complete and submit Exhibit B, Miscellaneous Information.
- 3.2.4 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.
- 3.2.5 Debarment Certification – The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., Exhibit D with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.2.6 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award.

The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include but not necessarily be limited to:

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

3.3 Competitive Negotiation of Proposals - The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.3.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.3.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.
- 3.3.3 Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.3.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

3.4 Evaluation and Award Process - Proposals will be evaluated and awards made as specified below:

- 3.4.1 Missouri Statewide Contract Quarterly Administrative Fee Payment – The vendor's pricing stated herein shall include all applicable costs associated with the provision of the products/services specified herein, including but not limited to payment of the required administrative fee specified in section 2.5 of the RFP.
- 3.4.2 Determination of Lowest Priced Vendor including Consideration of Preferences – The vendor with the most points after completing the cost calculations and determining bonus points as specified below is considered the lowest vendor.
 - a. Objective Evaluation of Cost –The objective evaluation of cost shall be based on a total cost determined using the quantities provided below multiplied by the prices stated on the Pricing Page plus one thousand, five hundred dollars (\$1500) of shipping containers minus the discount stated on the Pricing Page for such.

Fluorescent Bulbs				
Description	Quantity			
	0-250	251-500	501-1000	1001+
Straight Fluorescent	250 4ft. Bulbs	500 4ft. Bulbs	1000 4ft. Bulbs	1001 4ft. Bulbs
Utube/Circular	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
HID/Mercury/Halide/Sodium	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
Compacts	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
Shatter-Shield/Power Groove	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
Incandescent	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
PCB Ballast	2,000 Pounds			
Broken Fluorescent	50 Pounds			
Non-PCB Ballast	2,000 Pounds			
LED Bulbs				
Straight Fluorescent	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
Compacts	250 Bulbs	500 Bulbs	1000 Bulbs	1001 Bulbs
Non-Rechargeable Batteries				
Lithium/Mercury	100 Pounds			
Silver-Oxide	50 Pounds			
Alkaline/Single Use	30 Pounds			
Rechargeable Batteries				
Nickel-Cadmium	25 Pounds		50 Pounds	
Lithium Ion	25 Pounds		50 Pounds	
Nickel Zinc	25 Pounds		50 Pounds	
Nickel Metal Hydride	25 Pounds		50 Pounds	
Small, Sealed Lead-Acid Batteries	25 Pounds		50 Pounds	

- 1) The evaluation of cost will include the original contract period and any potential renewal periods.
- 2) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times 200 = \text{Cost evaluation points}$$

- 3) The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- b. Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- 1) In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the following information with the proposal:
 - ✓ Participation Commitment - The vendor must complete Exhibit E, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
 - ✓ Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- 2) A list of Missouri sheltered workshops can be found at the following internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
 - 3) The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
 - 4) Commitment – If the vendor's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Missouri Service-Disabled Veteran Business Enterprise Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit G,

Missouri Service-Disabled Veteran Business Enterprise Preference with the proposal. If the proposal does not include the completed Exhibit G and the documentation specified on Exhibit G in accordance with the instructions provided therein, no preference points will be applied.

- 3.4.3 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.
- 3.4.4 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive vendor.
 - a. The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the vendor or any subcontractor(s) proposed to provide the fluorescent bulb and non-rechargeable battery recycling services within the past three (3) years, and/or (2) inability of the vendor to document recent responsible and reliable past experience/performances similar to the services required, and/or (3) the failure of the vendor to provide a reference(s).
 - b. If the lowest responsive vendor is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next lowest responsive vendor.
- 3.4.5 Determination of Award - The contract will be awarded to the lowest, responsive, and responsible and reliable vendor determined as specified herein.

4. PRICING PAGES

4.1 Fluorescent Bulb and Non-Rechargeable Battery Recycling Services - The vendor shall provide a firm, fixed price for each of the following for providing services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated prices. (UNSPSC Code: 76122314)

Original Contract Period				
<i>Firm, Fixed Price</i>				
Fluorescent Bulbs				
Description	Quantity			
	0-250	251-500	501-1000	1001+
Straight Fluorescent	\$ _____ per foot <i>Line Item 1</i>	\$ _____ per foot <i>Line Item 2</i>	\$ _____ per foot <i>Line Item 3</i>	\$ _____ per foot <i>Line Item 4</i>
Utube/Circular	\$ _____ per each <i>Line Item 5</i>	\$ _____ per each <i>Line Item 6</i>	\$ _____ per each <i>Line Item 7</i>	\$ _____ per each <i>Line Item 8</i>
HID/Mercury/Halide/Sodium	\$ _____ per each <i>Line Item 9</i>	\$ _____ per each <i>Line Item 10</i>	\$ _____ per each <i>Line Item 11</i>	\$ _____ per each <i>Line Item 12</i>
Compacts	\$ _____ per each <i>Line Item 13</i>	\$ _____ per each <i>Line Item 14</i>	\$ _____ per each <i>Line Item 15</i>	\$ _____ per each <i>Line Item 16</i>
Shatter-Shield/Power Groove	\$ _____ per each <i>Line Item 17</i>	\$ _____ per each <i>Line Item 18</i>	\$ _____ per each <i>Line Item 19</i>	\$ _____ per each <i>Line Item 20</i>
Incandescent	\$ _____ per each <i>Line Item 21</i>	\$ _____ per each <i>Line Item 22</i>	\$ _____ per each <i>Line Item 23</i>	\$ _____ per each <i>Line Item 24</i>
PCB Ballast	\$ _____ per pound <i>Line Item 25</i>			
Broken Fluorescent	\$ _____ per pound <i>Line Item 26</i>			
Non-PCB Ballast	\$ _____ per pound <i>Line Item 27</i>			

LED Bulbs				
Description	Quantity			
	0-250	251-500	501-1000	1001+
Straight	\$ _____ per foot <i>Line Item 28</i>	\$ _____ per foot <i>Line Item 29</i>	\$ _____ per foot <i>Line Item 30</i>	\$ _____ per foot <i>Line Item 31</i>
Compacts	\$ _____ per each <i>Line Item 32</i>	\$ _____ per each <i>Line Item 33</i>	\$ _____ per each <i>Line Item 34</i>	\$ _____ per each <i>Line Item 35</i>

Non-Rechargeable Batteries	
Lithium/Mercury	\$ _____ per pound <i>Line Item 36</i>
Silver-Oxide	\$ _____ per pound <i>Line Item 37</i>
Alkaline/Single-Use	\$ _____ per pound <i>Line Item 38</i>

Rechargeable Batteries		
Nickel-Cadmium	\$ _____ per pound <i>Line Item 39</i>	\$ _____ per pound <i>Line Item 40</i>
Lithium Ion	\$ _____ per pound <i>Line Item 41</i>	\$ _____ per pound <i>Line Item 42</i>
Nickel Zinc	\$ _____ per pound <i>Line Item 43</i>	\$ _____ per pound <i>Line Item 44</i>
Nickel Metal Hydride	\$ _____ per pound <i>Line Item 45</i>	\$ _____ per pound <i>Line Item 46</i>
Small, Sealed Lead-Acid Batteries	\$ _____ per pound <i>Line Item 47</i>	\$ _____ per pound <i>Line Item 48</i>

4.2 **Stand-By Time** - The vendor shall provide a firm, fixed price per hour for any pickup that lasts longer than one (1) hour. All costs associated with providing the required Stand-By Time services shall be included in the stated prices.

Description	Original Contract Period <i>Firm, Fixed Price</i>
Stand-By Time	\$ _____ per hour <i>Line Item 49</i>

4.3 Minimum Charge - The vendor shall provide a firm, fixed minimum charge for fluorescent bulb and non-rechargeable battery pickup. All costs associated with providing the required services shall be included in the stated prices.

Description	Original Contract Period <i>Firm, Fixed Price</i>
Minimum Charge	\$ _____ <i>Line Item 50</i>

4.4 Price List For Shipping Containers - The vendor shall provide price list of shipping containers available for use by the state agency to ship fluorescent bulbs and non-rechargeable batteries to the contractor. The price list shall identify the sizes of shipping containers, the quantities of fluorescent bulbs and non-rechargeable batteries that the container can hold, and a firm, fixed price for each size of container.

4.4.1 The vendor shall provide a firm, fixed percentage discount off the firm, fixed prices for fluorescent bulb and non-rechargeable battery recycling shipping containers identified in the contractor's price list. The vendor shall understand and agree that the percentage quoted shall remain firm and unchanged for the entire term of the contract.

Description	Original Contract Period <i>Firm, Fixed Percentage Discount</i>
Percent Discount	% _____ <i>Line Item 51</i>

4.5 Renewal Option Pricing - The vendor must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not proposed (e.g. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the *original* contract price, **not** against the previous year's price. A cumulative calculation shall not be utilized.

<u>Line Item</u>	<u>Potential Renewal Period</u>	<u>Maximum Increase</u>		<u>Minimum Decrease</u>
52	First Renewal Period	Original Price + _____%	or	Original Price - _____%
53	Second Renewal Period	Original Price + _____%	or	Original Price - _____%

~ Do not complete both a maximum increase and a minimum decrease for the same renewal period. ~

EXHIBIT A

CURRENT/PRIOR EXPERIENCE VERIFICATION

The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Vendor Name or Subcontractor Name: _____	
Experience/Service Information Verification (Current/Prior Services Performed For:)	
Name of Company/Client:	
Address of Company/Client <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Company/Client Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone number <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

EXHIBIT B

MISCELLANEOUS INFORMATION

Outside United States: If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo_04_009.pdf)	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: 1. _____ Unique good or service. • EXPLAIN: _____ 2. _____ Foreign firm hired to market Missouri services/products to a foreign country. • Identify foreign country: _____ 3. _____ Economic cost factor exists • EXPLAIN: _____ 4. _____ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____% • Specify what contract work would be performed outside the United States: _____		

Employee/Conflict of Interest:

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or	_____%

employee of the State of Missouri or political subdivision thereof:	
---	--

Registration of Business Name (if applicable) with the Missouri Secretary of State: The vendor should indicate the vendor’s charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor’s good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

Proposed Subcontractors - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

EXHIBIT C

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

EXHIBIT C, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT C, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
<i>Authorized Representative's Signature</i>	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

_____	_____
<i>Signature of Notary</i>	<i>Date</i>

EXHIBIT C, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor’s name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Proposal/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative’s Name (Please Print)

Authorized Business Entity Representative’s Signature

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT D

**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.

Company Name	DUNS # (if known)
Authorized Representative's Printed Name	Authorized Representative's Title
<i>Authorized Representative's Signature</i>	Date

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT E

PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment – If the vendor is committing to participation by or if the vendor is a qualified organization for the blind/sheltered workshop, the vendor must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the vendor’s proposal.

Organization for the Blind/Sheltered Workshop Commitment Table	
By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

EXHIBIT F

DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's proposal.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
for the Blind _____ Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

Describe the products/services you (as the participating organization) have agreed to provide:

Authorized Signature:

*Authorized Signature of Participating Organization
(Organization for the Blind or Sheltered Workshop)*

*Date (Dated no
earlier than the RFP
issuance date)*

EXHIBIT G**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by the Purchasing in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a vendor meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to the Purchasing, the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- a completed copy of this exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT G (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

 Service-Disabled Veteran's Name
 (Please Print)

 Service-Disabled Veteran Business Enterprise Name

 Service-Disabled Veteran's Signature

 Missouri Address of Service-Disabled Veteran
 Business Enterprise

 Phone Number

 Website Address

 Date

 E-Mail Address

The SDVE vendor should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to the Purchasing and therefore have enclosed the SDV's documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the Purchasing.

Date SDV Documents were Submitted: _____

Previous Proposal/Contract Number for Which the SDV Documents were Submitted:

 (if applicable and known)

(NOTE: If the SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the Purchasing within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
_____ Buyer	_____ Date

**STATE OF MISSOURI
DIVISION OF PURCHASING
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a supplier, vendor, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was

established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Vendors **must** examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the vendor/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Purchasing immediately.
- b. Upon learning of any such actions, Purchasing reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 10-19-15

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 18

County of Boone

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ea.

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

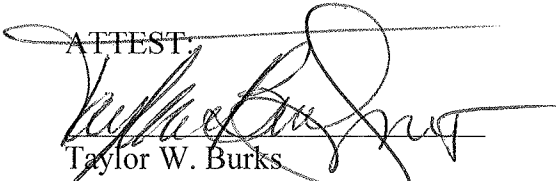
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision from Facilities Maintenance to move funds from Equipment Service Contract (60050) to Electricity (48200) to cover the Class 4 Utility expenses.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2705	60050	FM/HK – ECC	Equipment Service Contract	8,500	
2705	48200	FM/HK – ECC	Electricity		8,500
				8,500	8,500

Done this 18th day of December, 2018.


ATTEST:



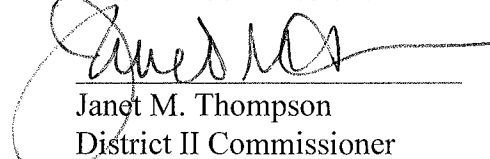
Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

12/4/18
EFFECTIVE DATE

DEC 04 2018

FOR AUDITORS USE

BOONE COUNTY
AUDITOR

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2705	60050	FM/HK - ECC	Equipment Service Contract	8,500	
2705	48200	FM/HK - ECC	Electricity		8,500
				<u>8,500</u>	<u>8,500</u>

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Electricity usage at the ECC has been higher than projected. There is not enough cost savings in the class 4 utility accounts to compensate for the overage. There will be one more billing for electricity for 2018, estimated to be over \$6000.

COVER CLASS 4 EXPENSE

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO
If not, please explain (use an attachment if necessary):

gmoore
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
 - Unencumbered funds are available for this budget revision.
 - Comments:
- [Signature]*
Auditor's Office

Agenda

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

Note: 2019 Budget amount increased to \$ 75,600
(ECC and Back-up location combined)
JP 12/10/18

Year	2018	Original Appropriation	58,200.00
Dept	2705 FAC MAINT/HSKING/GROUNDS-ECC	Revisions	
Acct	48200 ELECTRICITY	Original + Revisions	58,200.00
Fund	270 911/EM SALES TAX FUND	Expenditures	63,672.76
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	63,672.76
Account Type	E EXPENSE	Remaining Balance	5,472.76-
Normal Balance	D DEBIT	Shadow Balance	5,472.76-

Expenditures by Period

January		July	6,510.34
February	6,748.25	August	6,720.40
March	6,180.04	September	7,024.89
April	5,734.63	October	6,829.07
May	6,103.00	November	6,260.58
June	5,561.56	December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

5,472.76 - CURRENT BALANCE
 6,000.00 - EXPECTED FOR DEC
 -11,472.76 ◊

 3,065.59 + CLASS BALANCE
 -8,407.17 * CLASS SHORTAGE

Year	2018	Original Appropriation	73,052.00
Dept	2705 FAC MAINT/HSKING/GROUNDS-ECC	Revisions	
Acct	40000 UTILITIES	Original + Revisions	73,052.00
Fund	270 911/EM SALES TAX FUND	Expenditures	69,986.41
		Encumbrances	
Class/Account	C CLASS	Actual To Date	69,986.41
Account Type	E EXPENSE	Remaining Balance	3,065.59
Normal Balance	D DEBIT	Shadow Balance	3,065.59

Expenditures by Period

January		July	7,309.58
February	7,180.09	August	7,583.10
March	6,565.58	September	7,942.24
April	6,073.87	October	7,641.71
May	6,545.44	November	6,880.04
June	6,264.76	December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

Year	<u>2018</u>	Original Appropriation	<u>17,860.00</u>
Dept	<u>2705 FAC MAINT/HSKING/GROUNDS-ECC</u>	Revisions	<u> </u>
Acct	<u>60050 EQUIP SERVICE CONTRACT</u>	Original + Revisions	<u>17,860.00</u>
Fund	<u>270 911/EM SALES TAX FUND</u>	Expenditures	<u>1,620.00</u>
		Encumbrances	<u> </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>1,620.00</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>16,240.00</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>16,240.00</u>

Expenditures by Period

January	<u> </u>	July	<u> </u>
February	<u> </u>	August	<u>540.00</u>
March	<u> </u>	September	<u> </u>
April	<u> </u>	October	<u> </u>
May	<u>540.00</u>	November	<u>540.00</u>
June	<u> </u>	December	<u> </u>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 18

County of Boone

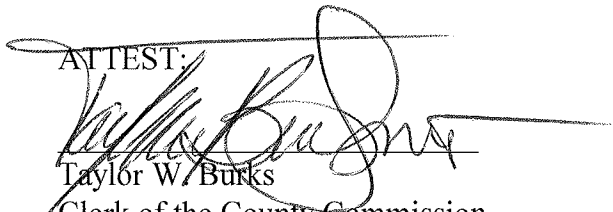
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In the County Commission of said county, on the 18th day of December 20 18

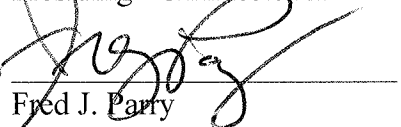
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby acknowledge receipt of the attached Chapter 100 Compliance Report from the Kraft-Heinz Food Company for the period ending October 31, 2018.

Done this 18th day of December, 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, County of Boone (ss)
On this 15 day of November, 2015,
before me the undersigned Notary Public, personally
appeared Lathelle Y..., known to me to be the
person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged that he/she/they executed
the same for the purposes therein contained. In witness
whereof, I hereunto set my hand and official seal.

Notary Public Lathelle Dorce Young

[Faint, illegible text, possibly a stamp or additional signature]

EXHIBIT B
ANNUAL COMPLIANCE REPORT

Date: November 15, 2018

A. COMPANY INFORMATION.

Name: Kraft Heinz Foods Company

Address: 4600 Waco Road

City: Columbia State: Missouri Zip Code: 65202

Contact: Brian Cathro Telephone: 573-814-4562

Title: Controller

B. EMPLOYMENT INFORMATION.

Average Annual Number of "Jobs" at the Project

as of November 1, 2018 (the November 1st prior to this Report): 460 as of 11/15/2018

SEE ATTACHED DETAIL

Attached is a copy of a report verifying the above calculation containing at a minimum the following information for each Job:

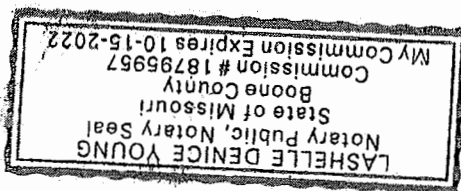
1. Name or Social Security Number.
2. Hire Date.
3. Termination Date.

C. CERTIFICATION.

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Annual Compliance Report contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect in any material respect.

Dated this 15th date of November, 2018.

Signature: 
Name: **BRIAN CATHRO**



Title:

**Affidavit of Compliance with Section 285.500 RSMO, Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009**

STATE OF Missouri)
) ss.
COUNTY OF Boone)

Before me, the undersigned Notary Public, in and for the County of Boone, State of Missouri, personally appeared Marcus W Glover (Name) who is HR Business Partner (Title) of Kraft Heinz (Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMO, et seq.

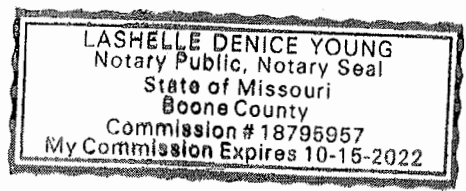
Documentation of participation in a federal work authorization program is attached to this affidavit.

Marcus W Glover
Signature
Name: Marcus W Glover

Subscribed and sworn to before me this 15th day of November, 2018.

Lashelle Denise Young
Notary Public

My commission expires: 10/15/2025



Total Salary and Wages

Month	#EE	Avg Ann Wage
2017 Nov	497	\$ 42,291.60
2017 Dec	487	\$ 43,138.98
2018 Jan	483	\$ 55,632.61
2018 Feb	474	\$ 43,738.22
2018 Mar	472	\$ 45,524.03
2018 Apr	469	\$ 54,642.57
2018 May	459	\$ 48,526.84
2018 Jun	443	\$ 52,918.41
2018 Jul	450	\$ 64,159.21
2018 Aug	439	\$ 49,214.29
2018 Sept	433	\$ 42,784.78
2018 Oct	411	\$ 53,368.81

AVERAGE 460 \$49,661

524 EEs

11-5-17 through 11-3-18

Employee ID	Sum of Tot wages
50006019	\$44,962.63
50006020	\$46,833.30
50006039	\$43,652.35
50006565	\$47,149.82
50006566	\$12,282.54
50006572	\$49,867.24
50006577	\$36,576.51
50008231	\$59,820.00
50008233	\$44,675.09
50008235	\$58,777.58
50008238	\$48,484.36
50008540	\$60,748.24
50008550	\$49,940.11
50008553	\$34,307.52
50009010	\$50,222.33
50009261	\$14,946.64
50009263	\$49,487.14
50009265	\$55,460.88
50009672	\$46,412.18
50009674	\$64,454.12
50009676	\$43,582.78
50009678	\$36,705.48
50010541	\$56,947.95
50010542	\$11,465.45
50010546	\$41,586.41
50011670	\$52,157.88
50015140	\$47,163.02
50015141	\$55,394.53
50015203	\$40,896.82
50015210	\$254.73
50015211	\$18,004.10
50015212	\$64,415.92
50015295	\$42,448.79
50015901	\$69,960.48
50016816	\$22,222.87
50017400	\$44,490.64
50017402	\$31,938.42
50017430	\$41,937.94
50017460	\$41,388.01
50017463	\$58,356.67
50018676	\$54,291.30
50018860	\$42,843.96
50018862	\$45,749.12

50018903	\$7,306.97
50018905	\$44,273.96
50018960	\$35,718.57
50020606	\$46,641.49
50020607	\$50,844.40
50020608	\$49,083.99
50020630	\$39,560.21
50020631	\$47,055.20
50020633	\$44,293.29
50020636	\$39,672.05
50020637	\$39,467.68
50020796	\$69,646.11
50020830	\$82,432.10
50020867	\$53,931.89
50020889	\$20,706.97
50020994	\$31,781.92
50021178	\$55,249.37
50021189	\$52,879.59
50021202	\$57,308.26
50022682	\$52,874.18
50022684	\$46,446.92
50022685	\$63,347.77
50022687	\$54,684.71
50022759	\$41,038.99
50022760	\$49,568.55
50022761	\$32,335.24
50022762	\$6,850.86
50023360	\$62,554.21
50023805	\$61,648.92
50023806	\$32,104.06
50023808	\$23,709.85
50023809	\$48,490.72
50023810	\$12,869.10
50023811	\$50,441.50
50023813	\$35,507.08
50023815	\$45,668.87
50023836	\$41,370.51
50023839	\$53,954.36
50025478	\$54,644.27
50025547	\$39,105.92
50025551	\$39,309.04
50025552	\$39,231.71
50026866	\$35,612.15
50026867	\$24,518.29
50026868	\$39,046.65
50026870	\$44,945.26

50026873	\$4,170.89
50026874	\$39,778.69
50026885	\$28,685.85
50026925	\$51,743.59
50027165	\$57,433.62
50027483	\$42,967.81
50027562	\$51,413.69
50027638	\$25,803.03
50027639	\$50,397.63
50027748	\$57,165.84
50027784	\$43,311.42
50029071	\$16,491.84
50029179	\$41,876.33
50029181	\$40,600.27
50029182	\$40,853.01
50029183	\$44,110.09
50029203	\$41,960.41
50029204	\$208.15
50029211	\$48,366.79
50029216	\$38,100.39
50029229	\$28,304.69
50029281	\$40,582.37
50029337	\$50,920.76
50029411	\$72,096.66
50029683	\$49,405.89
50030144	\$40,851.20
50030145	\$34,084.80
50030146	\$40,756.13
50030147	\$46,963.33
50030171	\$38,919.71
50030174	\$40,426.21
50030175	\$55,511.71
50030176	\$46,015.04
50030177	\$36,899.10
50030178	\$46,952.33
50030179	\$54,109.70
50030180	\$49,202.11
50030181	\$33,140.60
50030182	\$53,870.99
50030184	\$44,234.76
50030446	\$53,893.26
50030499	\$32,463.54
50031601	\$41,444.23
50031602	\$26,930.45
50031603	\$58,167.05
50031604	\$36,997.52

50031605	\$6,496.75
50031608	\$40,360.60
50031617	\$18,403.42
50031869	\$36,238.85
50032413	\$62,147.18
50032414	\$43,917.53
50032417	\$48,180.92
50032418	\$34,540.35
50032444	\$47,913.70
50033542	\$1,052.72
50033602	\$40,764.28
50033636	\$43,808.59
50033639	\$43,938.55
50033641	\$25,097.84
50033651	\$31,661.94
50034672	\$7,518.33
50034689	\$13,608.85
50034815	\$24,609.50
50034816	\$49,912.90
50034817	\$33,955.16
50034818	\$44,110.35
50034819	\$39,199.82
50034820	\$45,164.12
50034821	\$12,666.79
50034837	\$44,933.37
50034843	\$39,429.02
50036258	\$61,366.73
50036397	\$17,955.44
50036420	\$38,141.53
50036851	\$47,633.04
50036941	\$62,274.53
50037367	\$25,387.16
50037368	\$58,261.34
50037369	\$39,879.23
50037370	\$38,606.20
50037373	\$48,653.56
50037374	\$26,331.97
50037375	\$39,313.25
50037377	\$40,489.71
50037379	\$40,840.71
50037380	\$22,601.65
50037381	\$51,581.83
50037382	\$15,219.65
50037383	\$36,268.92
50037388	\$36,860.30
50037389	\$43,218.84

50037928	\$42,044.02
50037929	\$15,618.07
50037930	\$5,423.37
50037931	\$28,250.74
50037932	\$33,431.96
50037933	\$9,492.07
50037934	\$29,971.98
50037935	\$41,724.50
50037936	\$42,330.95
50037937	\$38,567.15
50037938	\$32,877.52
50037941	\$42,778.17
50037964	\$32,615.08
50038080	\$33,562.45
50038082	\$24,485.23
50038083	\$37,273.44
50038084	\$35,260.78
50038130	\$50,563.43
50038213	\$17,927.33
50038216	\$519.11
50038304	\$12,146.31
50038308	\$45,743.09
50038309	\$60,398.85
50038354	\$13,807.55
50038375	\$45,091.34
50038714	\$50,709.57
50038920	\$73,168.06
50040198	\$36,078.22
50040199	\$39,226.40
50040200	\$38,964.75
50040201	\$39,941.54
50040202	\$40,309.25
50040203	\$31,213.73
50040204	\$38,003.28
50040205	\$28,280.86
50040206	\$34,724.56
50040207	\$48,646.08
50040208	\$38,807.77
50040209	\$680.61
50040210	\$45,179.18
50040747	\$35,412.40
50042392	\$52,970.10
50042393	\$16,099.90
50042394	\$34,627.91
50042395	\$35,272.01
50042396	\$11,918.65

50042397	\$2,357.44
50042556	\$47,491.26
50043212	\$36,666.86
50043213	\$43,277.35
50043214	\$29,849.12
50043215	\$351.67
50043216	\$38,083.47
50043217	\$10,593.92
50043218	\$26,351.94
50043219	\$22,379.11
50043220	\$30,984.81
50043221	\$37,003.49
50043222	\$41,563.67
50043223	\$37,479.82
50043224	\$32,167.35
50043225	\$26,666.29
50043430	\$28,840.08
50043983	\$31,630.70
50045661	\$13,747.64
50045662	\$8,350.58
50045723	\$11,431.84
50045724	\$13,455.85
50045725	\$10,759.97
50045726	\$12,752.06
50045727	\$12,233.99
50045728	\$12,073.41
50045729	\$11,453.42
50045730	\$10,902.60
50045731	\$13,039.39
50045833	\$10,520.36
50045834	\$11,457.98
50047150	\$6,451.00
50047151	\$8,302.83
50047312	\$4,764.77
50047478	\$3,745.36
50047479	\$4,401.40
50047520	\$1,860.82
50047521	\$1,907.24
50047592	\$2,908.85
50047599	\$2,380.80
50047671	\$748.37
50047724	\$443.52
50047725	\$290.88
50047730	\$167.04
50047731	\$1,181.52
50047732	\$623.52

50047733	\$372.96
50047734	\$450.72
50047736	\$457.92
50047737	\$649.44
50047794	\$334.08
50047795	\$528.19
50047796	\$1,213.92
50047798	\$283.68
50047799	\$899.28
50047800	\$283.68
50047801	\$283.68
50047802	\$466.56
50047807	\$400.32
50047810	\$95.04
50047811	\$501.12
50047812	\$95.04
50047813	\$95.04
50047818	\$276.48
50047820	\$457.92
50047841	\$95.04
50047843	\$280.80
50047844	\$276.48
50047915	\$95.04
50047974	\$95.04
59028001	\$38,145.07
59028003	\$69,300.78
59028007	\$50,134.28
59028009	\$49,247.45
59028011	\$56,499.03
59028012	\$59,119.55
59028014	\$52,097.85
59028019	\$58,408.63
59028021	\$55,453.82
59028022	\$59,472.54
59028023	\$47,210.74
59028030	\$55,761.31
59028033	\$58,385.51
59028036	\$40,702.47
59028037	\$2,131.28
59028038	\$40,838.07
59028039	\$42,048.67
59028041	\$40,006.31
59028043	\$47,500.36
59028053	\$59,761.14
59028058	\$41,720.78
59028060	\$35,934.60

59028062	\$62,944.56
59028063	\$42,821.18
59028072	\$66,458.28
59028075	\$52,156.52
59028076	\$54,637.46
59028078	\$29,689.99
59028084	\$53,188.03
59028088	\$1,882.84
59028092	\$21,694.68
59028093	\$34,267.19
59028094	\$53,685.57
59028097	\$9,021.96
59028099	\$85,189.07
59028100	\$51,238.17
59028102	\$54,315.07
59028109	\$45,806.55
59028112	\$44,312.51
59028117	\$63,382.90
59028119	\$42,693.99
59028121	\$39,402.30
59028122	\$38,515.91
59028123	\$36,181.26
59028124	\$31,852.81
59028131	\$40,722.20
59028132	\$49,043.45
59028133	\$35,120.30
59028134	\$46,143.71
59028135	\$49,615.61
59028139	\$62,758.55
59028142	\$16,865.72
59028149	\$51,739.89
59028163	\$60,164.78
59028165	\$77,241.94
59028166	\$59,867.53
59028168	\$42,238.93
59028169	\$38,183.77
59028171	\$44,314.68
59028172	\$70,693.31
59028173	\$50,575.46
59028174	\$73,145.96
59028175	\$53,501.37
59028177	\$42,787.19
59028180	\$84,818.56
59028181	\$50,838.43
59028182	\$52,337.49
59028183	\$40,334.97

59028185	\$78,832.05
59028187	\$65,280.28
59028191	\$67,108.03
59028193	\$43,617.17
59028195	\$36,156.01
59028201	\$43,790.65
59028202	\$49,910.71
59028204	\$36,677.13
59028206	\$38,316.70
59028207	\$82,585.07
59028208	\$38,016.28
59028210	\$24,715.71
59028212	\$59,592.88
59028219	\$42,214.82
59028221	\$37,181.48
59028222	\$42,980.01
59028225	\$57,319.20
59028227	\$73,915.70
59028229	\$37,149.34
59028232	\$41,677.00
59028233	\$43,674.91
59028234	\$50,971.72
59028235	\$40,567.82
59028237	\$51,902.43
59028241	\$56,554.30
59028244	\$3,179.07
59028245	\$48,198.21
59028247	\$34,933.16
59028250	\$2,211.00
59028260	\$50,607.28
59028266	\$47,219.88
59028267	\$45,526.13
59028275	\$68,253.01
59028277	\$46,525.89
59028278	\$44,708.43
59028279	\$69,421.95
59028280	\$83,166.80
59028285	\$41,006.99
59028286	\$38,358.30
59028287	\$74,205.50
59028292	\$71,081.50
59028293	\$33,152.32
59028296	\$55,251.57
59028301	\$46,663.11
59028309	\$11,722.12
59028315	\$44,794.63

59028316	\$44,765.19
59028317	\$67,446.41
59028320	\$34,739.69
59028321	\$67,599.63
59028322	\$45,087.97
59028327	\$48,855.28
59028338	\$54,640.02
59028343	\$64,102.70
59028344	\$51,012.91
59028347	\$8,691.63
59028348	\$58,552.90
59028349	\$61,330.26
59028353	\$28,891.93
59028354	\$77,310.16
59028356	\$66,608.74
59028357	\$50,856.43
59028358	\$41,785.99
59028359	\$32,061.87
59028366	\$38,449.28
59028367	\$23,451.32
59028372	\$66,812.99
59028373	\$5,714.18
59028379	\$18,118.83
59028380	\$87,243.67
59028387	\$54,962.91
59028391	\$63,955.40
59028397	\$55,492.38
59028399	\$2,654.73
59028400	\$38,727.94
59028401	\$34,838.11
59028402	\$35,877.87
59028403	\$56,778.69
59028404	\$47,552.23
59028405	\$25,705.33
59028406	\$40,594.78
59028407	\$63,928.34
59028408	\$56,029.31
59028412	\$40,890.98
59028415	\$57,603.19
59028416	\$46,763.51
59028421	\$44,683.72
59028422	\$59,131.33
59028425	\$46,748.33
59028426	\$38,205.68
59028428	\$36,520.94
59028430	\$64,980.74

59028431	\$49,156.60
59028432	\$44,340.02
59028436	\$85,987.98
59028437	\$23,015.35
59028443	\$40,677.96
59028444	\$43,383.66
59028446	\$48,129.96
59028447	\$38,274.51
59028452	\$35,484.69
59028454	\$66,511.18
59028455	\$52,917.51
59028457	\$41,467.44
59028459	\$55,951.30
59028464	\$34,175.94
59028465	\$54,319.73
59028466	\$41,917.35
59028468	\$33,500.44
59028471	\$49,998.03
59028473	\$23,302.89
59028475	\$61,939.95
59028476	\$36,667.48
59028479	\$60,837.58
59028480	\$49,361.50
59028481	\$58,139.08
59028482	\$78,767.12
59028484	\$56,225.94
59028486	\$40,631.58
59028489	\$47,538.78
59028493	\$57,957.95
59028495	\$52,938.04
59028497	\$54,001.82
59028498	\$29,879.49
59028504	\$55,847.39
59028507	\$46,817.09
59028508	\$67,224.12
59028517	\$33,518.08
59028519	\$46,662.82
59028521	\$50,498.09
59028522	\$51,662.90
59028526	\$57,464.53
59028528	\$11,186.17
59028531	\$90,568.26
59028534	\$44,102.03
59028535	\$57,932.10
59028538	\$56,377.81
59028540	\$52,362.58

59028542	\$208.15
59028546	\$34,193.05
59028548	\$40,950.76
59028549	\$51,492.64
59028550	\$47,958.77
59028551	\$53,592.48
59028552	\$59,749.58
59028553	\$13,376.81
59028554	\$62,919.22
59028555	\$54,378.28
59028564	\$28,748.88
59028565	\$45,675.96
59028566	\$59,297.25
59028569	\$2,045.30
59028571	\$32,388.03
59028574	\$47,831.58
59028575	\$47,686.02
59028582	\$63,402.71
59031000	\$51,849.19
59031001	\$45,330.18
59031003	\$39,210.92
59031004	\$53,795.87
Grand Total	\$20,570,948.17

Employee Total

1	117,377
2	0
3	76,393
4	65,216
5	76,217
6	61,380
7	82,632
8	98,156
9	12,736
10	54,115
11	71,423
12	46,895
13	68,992
14	50,769
15	82,385
16	88,111
17	163,228
18	12,548
19	96,923
20	119,493
21	66,141
22	73,308
23	15,000
24	97,187
25	72,890
26	27,500
27	110,000
28	83,471
29	85,000
30	55,800
31	80,982

2,212,266

total number
Blamks