

16/ -2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the 16th day of April 20 19

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

Now on this day, the County Commission of the County of Boone does hereby recognize April 14 through April 20, 2019 as National Emergency Telecommunicators Week and does hereby proclaim Tuesday, April 16, 2019 as Boone County Emergency Telecommunicator Day.

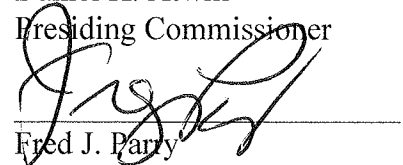
Done this 16th day of April 2019.

ATTEST:

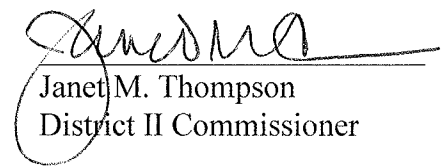
*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# PROCLAMATION RECOGNIZING APRIL 14-20, 2019 AS NATIONAL EMERGENCY TELECOMMUNICATORS WEEK

*Whereas*, emergencies requiring the services of law enforcement, fire protection and/or emergency medical professionals can occur at any time anywhere; and

*Whereas*, Emergency Telecommunicators are the first and most critical contact for individuals who need emergency services; and

*Whereas*, the safety of our law enforcement, fire protection and emergency medical professionals depends upon the quality and accuracy of information obtained and related by Emergency Telecommunicators; and

*Whereas*, the quality of public safety and emergency response in Boone County depends upon the prompt response of emergency response personnel; and

*Whereas*, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

*Whereas*, Emergency Telecommunicators have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

*Whereas*, each Emergency Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

*Therefore*, in honor of the men and women whose diligence, professionalism and sense of duty help to keep the citizens of and visitors to Boone County safe, the Boone County Commission recognizes the week of April 14 through April 20, 2019 as National Emergency Telecommunicators Week. On behalf of the citizens of Boone County, the Commission shares its sincere appreciation to the dedicated staff of Joint Communications and recognizes Tuesday, April 16, 2019 as Boone County Emergency Telecommunicator Day.

IN TESTIMONY WHEREOF, this 16th day of April, 2019.

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Daniel K. Atwill, Presiding Commissioner

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Fred J. Parry, District I Commissioner

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Janet M. Thompson, District II Commissioner

ATTEST:

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Brianna L. Lennon, County Clerk

162 -2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the 16th day of April 20 19

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 the Boone County Assessor's Office to move funds from Outside Services (71100) to Replacement Computer Hardware (92301) to cover the costs to complete the expanded storage for ARC SDE server.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2010	71100	Assessment	Outside Services	14,000	
2010	92301	Assessment	Replc Computer HDWR		14,000
				14,000	14,000

Done this 16th day of April 2019.

ATTEST:

*Brianna L. Lennon*  
 Brianna L. Lennon  
 Clerk of the County Commission

*Daniel K. Atwill*  
 Daniel K. Atwill  
 Presiding Commissioner

*Fred J. Parry*  
 Fred J. Parry  
 District I Commissioner

*Janet M. Thompson*  
 Janet M. Thompson  
 District II Commissioner

**BOONE COUNTY, MISSOURI  
REQUEST FOR BUDGET REVISION**

To: County Clerk's Office  
Comm Order # 162-2019  
Please return purchase req with back up to Auditor's Office.

4/9/19  
**EFFECTIVE DATE**

APR - 9 2019  
BOONE COUNTY AUDITOR

**FOR AUDITORS USE**

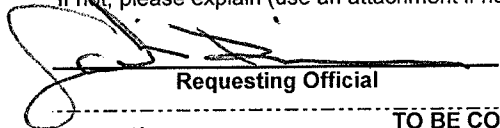
(Use whole \$ amounts)  
Transfer From    Transfer To  
Decrease        Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2010	71100	Assessment	Outside Services	14,000	
2010	92301	Assessment	Replc Computer HDWR		14,000
				<u>14,000</u>	<u>14,000</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):

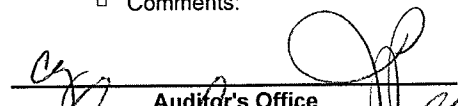
Revise budget to transfer funds from 2010-71100 (Assessment-Outside Services) to 2010-92301 (Assessment-Replc Computer Hardware) to complete the expanded storage for ARC SDE server. Savings from 2019 Budget Item of the Digital Rectified Orthophotos.

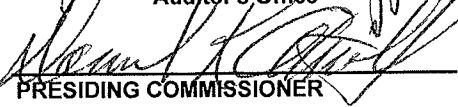
Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO  
If not, please explain (use an attachment if necessary):

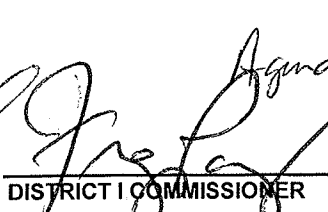
  
Requesting Official

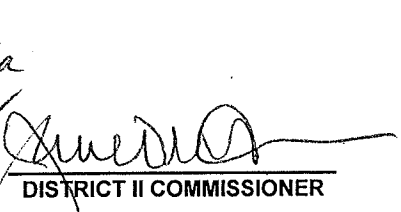
-----  
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

  
Auditor's Office

  
PRESIDING COMMISSIONER

  
DISTRICT I COMMISSIONER

  
DISTRICT II COMMISSIONER

# QUOTE CONFIRMATION



**DEAR BRIAN KEMP,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KMSD178	3/25/2019	KJXW128	8935081	\$6,491.82

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>HPE Enterprise - hard drive - 1.8 TB - SAS 12Gb/s</b> Mfg. Part#: 872481-B21 UNSPSC: 43201803 Contract: Sourcwell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	4	4503488	\$587.21	\$2,348.84
<b>HPE Mixed Use - solid state drive - 1.92 TB - SATA 6Gb/s</b> Mfg. Part#: P09722-B21 UNSPSC: 43201830 Contract: Sourcwell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	2	5387651	\$2,071.49	\$4,142.98

PURCHASER BILLING INFO		SUBTOTAL	\$6,491.82
<b>Billing Address:</b> BOONE COUNTY IT DEPT 801 E WALNUT ST RM 220 COLUMBIA, MO 65201-4890 <b>Phone:</b> (573) 886-4315 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	<b>\$6,491.82</b>
		DELIVER TO	
<b>Shipping Address:</b> BOONE COUNTY IT DEPT 801 E WALNUT ST RM 220 COLUMBIA, MO 65201-4890 <b>Phone:</b> (573) 886-4315 <b>Shipping Method:</b> UPS Ground (2- 3 Day)			

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Tom Doherty	(866) 626-8514	tomdohe@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager  
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7,202.66 +  
 6,491.82 +  
 13,694.26 \*

# QUOTE CONFIRMATION



**DEAR BRIAN KEMP,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KMTM445	3/26/2019	KMTM445	8935081	\$7,202.44

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>DELL CTO PE R340 1XE-2146G 16GB PS</b> Mfg. Part#: 3000035646910 Description PowerEdge R340 Server No Trusted Platform Module 2.5" Chassis with up to 8 Hot Plug Hard Drives PowerEdge R340 Shipping Intel Xeon E-2146G 3.5GHz, 12M cache, 6C/12T, turbo (80W) Heatsink for 80W or less CPU 2666MT/s UDIMMs Performance Optimized RAID 10 PERC H330 RAID Controller On-Board LOM iDRAC9,Enterprise OME Server Configuration Management DVD ROM, SATA, Internal for Hot Plug Chassis ReadyRails Sliding Rails With Cable Management Arm Standard Bezel Dell EMC Luggage Tag Performance BIOS Settings Dual Hot Plug Power Supplies 350W No Systems Documentation, No OpenManage DVD Kit Windows Server 2016 Standard,16CORE,Factory Installed, No Media,NO CAL Windows Server 2016 Standard,16CORE,Media Kit UEFI BIOS Boot Mode with GPT Partition US Order PowerEdge R340 Motherboard, V2 PowerEdge R340 Shipping Material for 2.5" Chassis iDRAC Group Manager, Disabled iDRAC,Factory Generated Password PCIe Riser, 1x FH x8 PCIe Gen3 slot, 1x LP x4 PCIe Gen3 slot, R240/R340 Dell Hardware Limited Warranty Plus On Site Service ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 1 Year ProSupport: 7x24 HW/SW Tech Support and Assistance, 1 Year Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 On-Site Installation Declined iDRAC Service Module (ISM), NOT Installed 8GB 2666MT/s DDR4 ECC UDIMM 2.4TB 10K RPM SAS 12Gbps 512e 2.5in	1	5507612	\$7,202.44	\$7,202.44

**QUOTE DETAILS (CONT.)**

Hot-plug Hard Drive Broadcom 5719 QP  
 1Gb Network Interface Card, Low Profile  
 NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America  
 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)

<b>PURCHASER BILLING INFO</b>	<b>SUBTOTAL</b>	\$7,202.44
	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$7,202.44</b>
<b>Billing Address:</b> BOONE COUNTY IT DEPT 801 E WALNUT ST RM 220 COLUMBIA, MO 65201-4890 <b>Phone:</b> (573) 886-4315 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		
<b>DELIVER TO</b>	<b>Please remit payments to:</b>	
<b>Shipping Address:</b> BOONE COUNTY IT DEPT 801 E WALNUT ST RM 220 COLUMBIA, MO 65201-4890 <b>Phone:</b> (573) 886-4315 <b>Shipping Method:</b> DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

**Need Assistance? CDW•G SALES CONTACT INFORMATION**

Tom Doherty

| (866) 626-8514

| tomdohe@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager

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Year 2019 Dept 2010 ASSESSMENT Finalized Y 4/09/19  
 Account 71100 OUTSIDE SERVICES 2018 Est 17,000  
 2018 Bdgt 18,000 YTD 17,339 % of Bdgt 96 Est % of Bdgt 94

Description	Qty	Unit	Amount	Total
COUNTY COUNSELOR OFFICE	*		0	0
IT HELPDESK/PROGRAMMING/IMAGING	*		0	0
NADA APPRAISAL SOFTWARE	*		18,000	18,000
REIMBURSEMENT TO MAIL SERVICES	*		0	0
DIGITAL RECTIFIED ORTHOPHOTOS	*	1	250,000	250,000

Class 398,106 Class 2-8 765,479

F2=Key Scr F3=Exit F5=History  
 F6=Dept Supplemental Budget F10=Notes \*  
 F12=Return F15=Summary

	Bottom	% Chg
Proposed Core	18,000	
Proposed Supp	250,000	
Auditor Rev		
Commission Rev		
Total Budget	268,000	389

ORIGINAL BUDGET 250,000 +  
 CONTRACT 168,870 -  
 SAVINGS 81,130 \*



MAINSCR BOONE VIEW PURCHASE ORDERS ADCARYN 11:11:02  
 PO # 2019 31 PO Date 1/22/2019 Bid # 48-16NOV18 4/09/19  
 Status OPEN CHK Vendor 5406 SURDEX CORPORATION  
 Finalized Y Ship To 2010 ASSESSMENT  
 Bill To 2010 ASSESSMENT

Dept	Acct	Description	Qty	Lot	Unit Price
2010	71100	ORTHOPHOTOGRAPHY FOR BOONE CO	1		48,370.0000
		W/ COLOR-IR & GROUND CONTROL			Line Total 48,370.00
OPEN		Dept ASSESSMENT			Amt Paid
1/22/2019		Acct OUTSIDE SERVICES			Balance 48,370.00
2010	71100	PHOTOMOSAIC:\$500/EA (1ST FREE)	1		500.0000
		DIGITAL FILE FORMAT MRSID			Line Total 500.00
OPEN		Dept ASSESSMENT			Amt Paid
1/22/2019		Acct OUTSIDE SERVICES			Balance 500.00

More...

					Total 168,870.00
F2=Key Scr	F3=Exit	F7=Address Scr	F8=SpcInstr		Amt Paid
F11=Switch	Line Mode	F13=AP Scr	F23=View Bid		Balance 168,870.00

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

April Session of the April Adjourned

Term. 2019

In the County Commission of said county, on the 16th day of April 2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the National Association of Counties Research Foundation's award of the Pritzker Children's Impact Network Grant to the Cradle to Career Alliance.

It is further ordered Commissioner Janet Thompson is hereby authorized to sign the attached Subgrant Letter of Continued Interest.

Done this 16th day of April 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner



**Subgrant Letter of Continued Interest (LOI)**

April 3, 2019

Janet Thompson  
Commissioner  
The Boone County Commission  
801 East Walnut Street, Room 333  
Columbia, MO 65201

Commissioner Thompson:

I am pleased to inform you that the National Association of Counties' (NACo) National Association of Counties Research Foundation (NACoRF) will offer a subaward of \$11,000 to Boone County, Missouri's designated "Subgrantee" to support the county's efforts in promoting a prenatal-to-three (PN-3) agenda as part of the partnership between NACo and National Collaborative for Infants and Toddlers (NCIT).

This year, NACo will be releasing subawards to the existing county cohort members of the Impact Network. The Impact Network's duration of the 2018 grant period's was from April 24, 2018 through December 31, 2018. The 2019 grant period will extend your county's participation in the Impact Network from January 1, 2019, through December 31, 2019. 2019 subawards will support your county's implementation efforts and strategies towards meeting your PN-3 goal.

The funding for this grant is made available and solely dependent on a grant awarded by the Pritzker Children's Initiative (PCI) to NACo through the Pritzker Family Foundation. Please review the activities outlined below for the 2019 grant period and note that timelines are subject to change.

By signing on this Letter of Continued Interest (LOI), you accept and confirm your continued participation and commitment to the designated Subgrantee executing the milestones and deliverables listed below. Please return one signed copy of this LOI and subaward agreement (attached). A budget template (attached) provides a mechanism for your county to project and plan for anticipated expenditures for the 2019 grant period. 2019 subawards must directly support the implementation of at least one of your identified strategies contained in your 2019 action plan. Please contact Rashida Brown, Associate Program Director of Human Services, at [rbrown@naco.org](mailto:rbrown@naco.org) or (202) 942-4251 or [rbrown@naco.org](mailto:rbrown@naco.org) with any questions.

On behalf of NACo and staff, I extend my best wishes and support to the "Subgrantee" in pursuing a PN-3 agenda.

Sincerely,

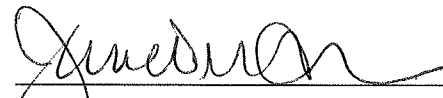
A handwritten signature in black ink that reads "Matt Chase". The signature is written in a cursive style with a large, looped initial "M".

Matt Chase  
Executive Director  
National Association of Counties

Subgrant Letter of Continued Interest (LOI) Page 2

Month/Year	Milestone/Deliverable
January 2019	<ul style="list-style-type: none"> <li>• 2019 Action Plans (Due by January 2, 2019)</li> </ul>
February 2019	<ul style="list-style-type: none"> <li>• Sorenson Impact collects baseline data from each county (Ongoing)</li> <li>• NACo Technical Assistance Call (Ongoing)</li> </ul>
March 2019	<ul style="list-style-type: none"> <li>• Sorenson Impact collects baseline data from each county (Ongoing)</li> <li>• NACo Technical Assistance Call (Ongoing)</li> </ul>
April 2019	<ul style="list-style-type: none"> <li>• NACo Cohort Peer Learning Webinar 1 (April 11, 2019 at 2:00 p.m. EST)</li> <li>• Initial Budget Template to NACo (Due by April 19, 2019)</li> <li>• PCI Fellows Convening in Salt Lake City, UT (April 21-23, 2019)</li> <li>• NCIT All Community Convening in Salt Lake City, UT (April 24-25, 2019)</li> <li>• Community Innovation Grant Application Released (Date TBD)</li> <li>• Community data dashboards released; workshop (Date TBD)</li> </ul>
May 2019	<ul style="list-style-type: none"> <li>• Community Innovation Letters of Interest to Foundation (TBD)</li> <li>• NACo Technical Assistance Call (Ongoing)</li> </ul>
June 2019	<ul style="list-style-type: none"> <li>• Mid-year progress update on implementation (June 14, 2019)</li> <li>• NACo Technical Assistance Call (Ongoing)</li> </ul>
July 2019	<ul style="list-style-type: none"> <li>• NACo Peer Exchange in Las Vegas, NV (TBD)</li> <li>• 2019 Action Plan Revisions (Due by July 26, 2019)</li> <li>• Community Innovation Grant Applications to Foundation (TBD)</li> </ul>
August 2019	<ul style="list-style-type: none"> <li>• Mid-Year Financial Report to NACo (Due by August 31, 2019)</li> <li>• NACo Technical Assistance Call (Ongoing)</li> </ul>
September 2019	<ul style="list-style-type: none"> <li>• 2020 Action Plans released; workshop (TBD)</li> </ul>
October 2019	<ul style="list-style-type: none"> <li>• Sorenson Impact conducts interviews with each county (Ongoing)</li> <li>• Community Innovation Grants Awarded (TBD)</li> <li>• NACo Technical Assistance Call (Ongoing)</li> </ul>
November 2019	<ul style="list-style-type: none"> <li>• Sorenson Impact conducts interviews with each county (Ongoing)</li> <li>• NACo Cohort Peer Learning Webinar 2 (November 14, 2019 at 2:00 p.m. EST)</li> </ul>
December 2019	<ul style="list-style-type: none"> <li>• 2020 Action Plans (Due by December 13, 2019)</li> <li>• NACo Technical Assistance Call (Ongoing)</li> </ul>
January 2020	<ul style="list-style-type: none"> <li>• 2019 data reported to Sorenson Impact (TBD)</li> <li>• Final Financial Report to NACo (January 10, 2019)</li> </ul>

Continued participation acknowledged.

  
 Janet Thompson – Commissioner  
 Boone County Commission

4/16/19  
 Date

1164-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

April Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 16th day of April 20 19

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 Sourcewell Contract 031715-TKN – Teknion Office Furniture with Inside the Lines of Columbia, Missouri.

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 16th day of April 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: April 2, 2019  
RE: Sourcewell Cooperative Contract: 031715-TKN – Teknion Office  
Furniture

Purchasing requests permission to put in place for County use, Sourcewell cooperative contract *031715-TKN – Teknion Office Furniture* with Inside the Lines of Columbia, Missouri.

This is a county-wide Term and Supply contract, and the initial term is through April 9, 2020 with one, one-year renewal period.

cc: Contract File

**PURCHASE AGREEMENT  
FOR  
Teknion Office Furniture  
Term and Supply**

**THIS AGREEMENT** dated the 16th day of April 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Inside the Lines LLC** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract to furnish, deliver and install **Teknion Office Furniture with Related Accessories and Services** in compliance with all contract documents issued for the Sourcewell, Formerly National Joint Power Alliance (NJPA) contract **031715-TKN**, Boone County Insurance Requirements, Work Authorization Certification, Debarment Certification, Prevailing Wage Order #25, dated June 8, 2018, Affidavit of Compliance with OSHA and Affidavit of Compliance with Prevailing Wage Law, as well as Boone County Standard Terms and Conditions. Affidavit of Compliance with OSHA and Affidavit of Compliance with Prevailing Wage Law shall be submitted to the Purchasing Department at the close of each project. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions, Sourcewell, formerly National Joint Power Alliance contract 031715-TKN shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on **April 10, 2019 and extend through April 9, 2020** subject to the provisions for termination specified below. The contract may be automatically renewed by the County for one (1) additional one-year period.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to furnish, delivery and install Teknion Office Furniture. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices and the "not to exceed" discount structure set forth in the Contractor's bid response, as needed and as ordered by County.

Discounts to \$100,000 List. Express Discounts match Standard lead Discounts. Order over \$100,000 List – Additional Discount can be requested.

<b>Description</b>	<b>Discount</b>
Ability, Altos, Complements, district, Filing/Storage, Interpret, Leverage, Marketplace, Optos, IE, Sidewise, Thesis, TOS Upstage and Transit	68.25%
Boulevard	65%
Expansion Casegoods, Expansion Desking and Expansion Training Tables	62%
Teknion Seating and Street Collection Seating	59%
Expansion Wood	57%
Expansion Modular Cabinets	58.68%
Teknion Tables	60.50%
Studio Products Zones	43.75%

4. **Delivery** - Vendor agrees to deliver furniture FOB Destination as set forth in the bid documents and per posted lead times.

5. **Warranty** – Detailed within Teknion’s attached proposal response.

6. **Furnishing, Delivery and Installation** – Contractor shall provide a “not to exceed” quote for furniture, delivery, and installation that clearly shows the list price and the discounted contract price to the County office placing the order. Quote shall include the estimated hours for labor/installation. Invoice following completion of project shall be for actual hours of installation, not to exceed the initial quote.

Inside the Lines attached Services Fees will be used on an “as needed, when needed” basis. Fees shall not exceed \$6,000 in a 90-day period.

7. **Prevailing Wage** - Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department for any single project exceeding \$75,000. **Prevailing Wage Order #25 dated June 8, 2018** is included in this agreement. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.

If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.

**Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a “major repair” or “construction” of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.

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

9. **Overhead Line Protection** - The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and



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

10. **Billing and Payment** - All billing shall be invoiced to the Boone County respective ordering Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. 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.

11. **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.

12. **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:

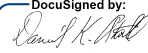
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

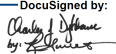
**INSIDE THE LINES LLC**

DocuSigned by:  
  
 by \_\_\_\_\_  
E20450B0E0DB846A...  
 title Brad Eiken - Owner

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
 DocuSigned by:  
  
 \_\_\_\_\_  
BA4B83462D6E4EB...  
 Daniel K. Atwill, Presiding Commissioner

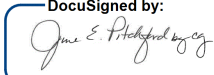
**APPROVED AS TO FORM:**

DocuSigned by:  
  
 \_\_\_\_\_  
38E0A0DD80AC445...  
 County Counselor

**ATTEST:**

DocuSigned by:  
  
 \_\_\_\_\_  
7D82DA988B6F6495...  
 Brianna L. Lennon by MT  
 County Clerk

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

DocuSigned by:  
  
 \_\_\_\_\_  
F0D08ADB484244D...  
 Signature

4/2/2019

Date

County-Wide Term and Supply

Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

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

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

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

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

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

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or

otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201



Commission Order # \_\_\_\_\_

### AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

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

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## Letter of Agreement To Extend the Contract

Between

**Teknion LLC**

**350 Fellowship Road, Suite 100  
Mount Laurel, NJ 08054-1201**

And

**Sourcewell, Formerly National Joint Powers Alliance (NJPA)  
202 12<sup>th</sup> Street NE  
Staples, MN 56479  
Phone: (218) 894-1930**

The Vendor and Sourcewell have entered into an Agreement (Contract #031715-TKN) for the procurement of Furniture with Related Accessories and Services. This Agreement has an expiration date of April 9, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on April 9, 2020. All other terms and conditions of the Agreement remain in force.

**Sourcewell, Formerly National Joint Powers Alliance (NJPA)**

By: Jeremy Schwartz, Its: Director of Operations & Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date 11/29/2018 | 11:28 PM CST

**Teknion LLC**

By: Jeffrey M. Kraus, Its: Vice President Business Operations

Name printed or typed: Jeffrey M. Kraus

Date 12/3/2018



**Sourcewell/NJPA Contract**

3/31/2015

Contract #	Discount Structure		Terms & Conditions		PPG Dates
031715-TKN	<p><b>SQ #407174</b>  <b>Discounts to \$100,000 List</b></p>	<p><b>Enduser Discount</b></p>	<p><b>Dealer GP %</b></p>	<p>Effective May 2018                      Ability                      Altos                      Complements                      District                      Filing/Storage                      Interpret                      Leverage                      Marketplace                      Optos                      IE                      Sidewise                      Thesis                      TOS                      Transit                      Boulevard                      Expansion Casegoods                      Expansion Desking                      Expansion Training Tables                      Teknion Seating                      Street Collection Seating                      Teknion Wood Casegoods                      Dossier                      Foundations                      Expansion Wood                      Expansion Modular Cabinets                      Teknion Tables                      Teknion Studio</p>	
	<p>Ability, Altos, Complements, District, Filing/Storage, Interpret, Leverage, Marketplace, Optos, IE, Sidewise, Thesis, TOS Upstage and Transit</p>	68.25%	<p>Minimum Order: \$0                      Maximum Order: not limited                      F.O.B. Point: Destination within CONUS                      Delivery: Per posted lead times                      Payment Terms: Net 45                      Installation Fee: Quoted on a per project basis</p>		
	Boulevard	65.00%			
	Expansion Casegoods, Expansion Desking and Expansion Training Tables	62.00%			
	Teknion Seating and Street Collection Seating	59.00%			
	Teknion Wood Casegoods, Dossier and Foundations	56.00%			
	Expansion Wood	57.00%			
	Expansion Modular Cabinets	58.88%			
	Teknion Tables	60.50%			
	<p>Xpress Discounts match Standard Lead Discounts                      Orders over \$100,000 List - Additional Discount can be requested</p>				
<p><b>SQ #407384 - Studio Products</b></p>					
<p>Studio Products                      Zones</p>	43.75%				



## **031715-KII – Office Furniture Term & Supply**

### ***FURNITURE SPECIFICATION SERVICES***

- Establish scope of project
- Define budget
- Select appropriate products according to desired image, lead time, durability, warranty, etc.
- Prepare layout of furnishings into provided space (CAD drawings provided by client)
- Provide finish coordination of proposed furnishings (manufacturers' std. or match existing)
- Provide initial proposal follow-up revisions and documentation for ordering
- Verify field dimensions
- Coordinate delivery & installation

### ***ADDITIONAL SPECIFICATION SERVICES (\$75/HOUR)***

- Create CAD drawings of existing facility
- Provide additional space planning and programming (user specific needs assessment)
- Client meetings & presentations
- Renderings

### ***INTERIOR DESIGN SERVICES (\$110/HOUR)***

- Space Planning
  - Floor plan of organizational chart of current and future staff
  - Define spaces according to work flow and work styles
  - Schematic design for architectural drawing prep by others
- Interior Finish and Fixture Selections
  - Floor materials and wall treatments
  - Interior trim and architectural detailing
  - Door and window selections
  - Cabinetry---modular vs. built-in and coordination with appliances
  - Lighting, layout and fixture selection
  - Window treatments, artwork and accessories
- Construction Document Coordination and Specifications
  - Demolition plan (if necessary)
  - Finish schedule and materials legend
  - Interior elevations
  - Reflected ceiling plans
  - Renderings
  - Layout with data and electrical requirements
- Construction Review and Post Construction Services
  - Bid or negotiation assistance
  - Installer/Contractor coordination
  - Job site visits for construction review
  - Completion of as-built drawings

**INSTALLATION PRICE SCHEDULE**

<b>Category</b>	<b>Hourly Charge (\$)</b>	<b>Minimum Charge</b>
Seating	\$75/hour	\$75
Casegoods	\$75/hour	\$75
Tables, Portico	\$75/hour	\$75
Systems Furniture	\$75/hour	\$75
All other items	\$75/hour	\$75

**RECONFIGURATION & GENERAL LABOR PRICE SCHEDULE**

<b>Category</b>	<b>Hourly Charge (\$)</b>	<b>Minimum Charge</b>
Casegoods	\$75/hour	\$75
Systems Furniture	\$75/hour	\$75

If Prevailing Wage is deemed necessary by the County of Boone Purchasing Director, Inside The Lines will provide a Prevailing Wage quote.

**Contract Award  
RFP #031715**

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**FURNITURE WITH RELATED ACCESSORIES AND SERVICES**

In compliance with the Request for Proposal (RFP) for FURNITURE WITH RELATED ACCESSORIES AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Teknion LLC Date: March 17, 2015

Company Address: 350 Fellowship Road, Suite 100

City: Mount Laurel State: NJ Zip: 08054

Contact Person: Jeff Kraus Title: Vice President Business Operations

Authorized Signature (ink only):  Jeffrey M. Kraus  
(Name printed or typed)

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #031715 FURNITURE WITH RELATED ACCESSORIES AND SERVICES

Teknion, LLC  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be April 9th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)  
NJPA Authorized signature: [Signature] Dr. Chad Coquette  
NJPA Executive Director (Name printed or typed)

Awarded this 9th day of April, 20 15 NJPA Contract Number #031715-TKN

NJPA Authorized signature: [Signature] Scott Vernon  
NJPA Board Member (Name printed or typed)

Executed this 9th day of April, 20 15 NJPA Contract Number #031715-TKN

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Teknion LLC  
Vendor Authorized signature: [Signature] Jeffrey M. Kraus  
Title: Vice President Business Operations  
(Name printed or typed)

Executed this 10th day of April, 20 15 NJPA Contract Number #031715-TKN

**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**



Company Name: Teknlon LLC

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Section 5.24, Page 16	Total Cost of Acquisition	Teknlon's Total Cost of Acquisition does not provide for delivery or set-up activities beyond the NJPA Member's dock. Inside delivery and installation costs will be quoted on a per project basis	NJPA Accepts

Proposer's Signature: *[Signature]* Date: March 13, 2015

**NJPA's clarification on exception/s listed above:**

**Contract Award  
RFP #031715**

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**FURNITURE WITH RELATED ACCESSORIES AND SERVICES**

In compliance with the Request for Proposal (RFP) for FURNITURE WITH RELATED ACCESSORIES AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Teknion LLC Date: March 17, 2015

Company Address: 350 Fellowship Road, Suite 100

City: Mount Laurel State: NJ Zip: 08054

Contact Person: Jeff Kraus Title: Vice President Business Operations

Authorized Signature (ink only):  Jeffrey M. Kraus  
(Name printed or typed)

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #031715 FURNITURE WITH RELATED ACCESSORIES AND SERVICES

Teknion, LLC  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be April 9th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)  
NJPA Authorized signature: [Signature] Dr. Chad Coquette  
NJPA Executive Director (Name printed or typed)

Awarded this 9th day of April, 20 15 NJPA Contract Number #031715-TKN

NJPA Authorized signature: [Signature] Scott Vernon  
NJPA Board Member (Name printed or typed)

Executed this 9th day of April, 20 15 NJPA Contract Number #031715-TKN

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Teknion LLC  
Vendor Authorized signature: [Signature] Jeffrey M. Kraus  
Title: Vice President Business Operations  
(Name printed or typed)

Executed this 10th day of April, 20 15 NJPA Contract Number #031715-TKN



**Form F**

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" will not be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Teknion LLC

Contact Person for Questions: Jeff Kraus

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 350 Fellowship Road, Suite 100

City/State/Zip: Mount Laurel, NJ 08054

Telephone Number: 856.552.5503 Fax Number: 856.552.5830

E-mail Address: jeff.kraus@teknion.com

Authorized Signature: 

Authorized Name (typed): Jeffrey M. Kraus

Title: Vice President Business Operations

Date: March 13, 2015

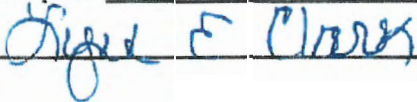
Notarized



Subscribed and sworn to before me this 13th day of March, 2015

Notary Public in and for the County of Burlington State of NJ

My commission expires: August 8, 2018

Signature: 

LYNN E. CLARK  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2437233  
My Commission Expires 8/8/2018



**Form P**

**PROPOSER QUESTIONNAIRE  
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

Proposer Name: Teknion LLC

Questionnaire completed by: Lynn Clark, Teknion Sr. Proposal Writer

**Payment Terms and Financing Options**

1) Identify your payment terms if applicable. (Net 30, etc.)

Teknion's standard payment terms are net 30 days from date of invoice.

2) Identify any applicable leasing or other financing options as defined herein.

Not applicable.

3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

Teknion is proposing a Dealer Network approach for NJPA. In this case, the customer chooses to purchase the product from their local dealer but the risk of Teknion is to sign an installing dealer who that is tied to the manufacturer. In this case, the dealer develops the work, installation, order entry and final product management. Teknion is responsible for overall project management, measurements, installation and obtaining customer sign-off for project completion. The installing dealer will be responsible for all on-going maintenance or warranty issues.

4) Do you accept the P-card procurement and payment process?

Yes.

**Warranty**

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

TEKNIION LIMITED LIFE WARRANTY

Teknion will warrant to the original purchaser of a Teknion product for a period of 12 months from the date of purchase or repair or replace with a comparable product, at Teknion's option, any part or product sold after January 1, 1995 which had as a result of a defect in design, material, workmanship or any other cause, a failure of the product to perform as intended. This warranty shall not apply to products which are damaged, modified, repaired, or used in an unauthorized manner or which are not used in accordance with the manufacturer's instructions.

TEKNIION LIMITED LIFE WARRANTY EXCLUSIONS

This warranty does not cover: 1) Misuse, tampering, modification, or repair not done in accordance with manufacturer's instructions; 2) Products which are not used in accordance with the manufacturer's instructions; 3) Products which are not used in accordance with the manufacturer's instructions.

This warranty is given in lieu of any other warranty that may be provided by the manufacturer.

- Tekton systems and accessories which are warranted by Tekton from the date of delivery.
- Graded or finished concrete, masonry, or other material used in the construction of the products or the installation of the products, which are not warranted by Tekton.
- Any wall components, which are warranted for 10 years from the date of delivery.
- Ceiling systems which include drywall, gyp-board, or other materials which are warranted under installation conditions and uses which are warranted for five years from the date of delivery.
- Tekton scanning products based on a single shift (10 hours) work schedule for total single shift (10 hours) shift work and the extension of the warranty in proportion to the total shift time.
- Scanning equipment for all season, product codes of 160, 160, and 160 are warranted for one shift (10 hours) work schedule for one shift (10 hours) work schedule.
- Installation and other scanning products and accessories are warranted under installation conditions for a single shift (10 hours) work schedule for one shift (10 hours) work schedule.
- Scanning equipment and other accessories are warranted for 5 years from the date of delivery.
- **Connecticut, Severn, and Variable R chairs** are warranted based on multiple shift (24 hours) work schedule. The warranty includes the following:
  - Five Year defect in material and workmanship for a period of 5 years.
  - Spring Mechanism and pneumatic cylinders 5 years.
  - Main parts frame and foam 2 years.
  - Footing, shift and other accessories. Connecticut is warranted for 10 years.
- **Altos and Opos Full Depth V** all seasons cover are warranted for 10 years from the date of delivery.
- The **Route 1M** flooring system which is warranted for 10 years from the date of delivery.
- **Industrial Hybrid** floor systems which are warranted for five years from the date of delivery.

**THIS WARRANTY DOES NOT COVER:**

- Customer's Own Material or finishes applied to Tekton products (which include graded or other materials, masonry, Tekton use of Customer's Own Material).
- Natural Wood Joists which are a natural material and which have a defect which is inherent in the wood which will be a necessary part of the normal life and which cannot be prevented by proper care of the wood.
- Wood which is a natural material which is a natural material of wood which is a natural material which is a natural product. Marble's soft and porous density makes it more vulnerable to damage and chipping.
- Full depth flooring.
- Products which have been modified or which have not been installed or used according to Tekton's application and installation guidelines.
- Products which are damaged by fire, flood, earthquake, or other natural or man-made events.
- Products which are damaged by

misuse, including, but not limited to, use of the products for purposes not intended by Tekton or for use in a manner not intended by Tekton.

*This warranty is the Customer's sole remedy for product defect. Tekton makes no other express or implied warranties, including but not limited to, those made by the manufacturer of any component materials used in the products.*

TEKNION STUDIO WARRANTY

Teknion Studio™ warrants that Teknion Studio products are free from defects in materials or workmanship for a period of five (5) years, subject to the exceptions listed below. Teknion Studio shall repair or replace with a comparable product, at Teknion Studio's discretion, any part or product sold after September 23, 2013 which fails under normal use as a result of such defect. This warranty applies to the original purchaser of the product. For all purposes of this warranty the term "purchaser" is defined as the entity or individual acquiring a new Teknion Studio product as the initial purchaser.

EXCEPTIONS TO THIS WARRANTY INCLUDE:

- For all fabrics and leathers, the originating manufacturer warranties apply.
- Teknion Studio warrants its seating products based on a single shift (40-hour week).

Usage beyond a single shift (40-hour week) will result in a reduction of the warranty in proportion to the increased usage.

- Pneumatic cylinders for all seating products, unless otherwise stated, are warranted for two (2) years of single-shift (40-hour week) usage from date of delivery.

THIS WARRANTY DOES NOT INCLUDE:

- Customer's Own Material or finishes applied to Teknion Studio products:
- Natural Wood Veneer (a natural material) which may carry shade differences between veneer sheets, and will be more apparent between differing lots and fading on wood veneer that can be caused by exposure to UV rays/sunlight.
- Wood color, grain and stain acceptance which may occur due to the natural elements of wood.
- Products which have been modified or used according to Teknion Studio's application and installation guidelines or warnings.
- Products that must be replaced due to normal wear and tear, negligence, abuse, accident or shipping damage.
- Products used for rental purposes.

In no event shall Teknion Studio be liable in either tort or contract for any loss or direct, special, incidental, consequential or exemplary damages.

*This warranty is the customer's sole remedy for product defect. Teknion Studio makes no warranties, including the express or implied warranties of merchantability and fitness for a particular purpose, other than the express warranties contained herein.*

6) Do all warranties cover all products/equipment parts and labor?

Teknion warranties cover the parts/equipment needed to properly rectify a warranty related issue.

7) Do warranties impose usage limit restrictions?

Any applicable restrictions are outlined within our warranty.

8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Teknion warranties cover those expenses associated with the performance of warranty repairs.

9) Please list any other limitations or circumstances that would not be covered under your warranty.

Any items not covered by Teknion's Limited Lifetime warranty have been included in our full warranty provided above.

10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

As a company with a worldwide presence, Teknion has the capability to service all NJPA locations.

**Equipment/Product/Services, Pricing, and Delivery**

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

MANUFACTURING

Teknion is a vertically integrated company that is comprised of 24 specialized component and product manufacturing facilities. While most of our competitors out-source their manufacturing process, Teknion controls its own. In fact, we own 70 percent of our suppliers. Teknion's involvement with vertically integrated suppliers is integrated to such a degree that materials and components of the Teknion product line other than fabric, steel and aluminum are provided. This vertically integrated model gives us the unique ability to tightly manage our supply, deliverability, quality and cost -- and pass along the advantages to you. The manufacturing program can be viewed simply as grouped within the major product categories: (i) office systems; (ii) storage and filing products, such as overhead shelving, file cabinets and desk pedestals; (iii) seating products, including executive, task, guest and general use seating; (iv) casegood (which includes desks, credenzas and bookshelves) and executive furniture (which is premium furniture typically made of high-quality wood); (v) tables, which are sold both individually and as complementary products to Teknion's office systems; (vi) ergonomic furniture and workplace accessories, such as organizers, letter and file holders, binder bins, and keyboard trays; and (vii) full-height architectural wall systems.

Teknion will subcontract standard dealer and installation services as needed to an Authorized Teknion dealer and installer. In general, the deliverables associated with those services may include, but are not limited to the following:

DEALER ROLES AND RESPONSIBILITIES

- Attendance at all project meetings
- Consultation on product application and layout
- Furniture specifications and CAD support
- Preparation of purchase order from floor plans
- Site check and preparation of installation drawing
- Coordination of ship dates and arrangements
- Supervision of delivery and installation
- Defectives checks and post-installation audit
- Performance of defect orientation seminar
- Management of warranty repairs
- Creation of customer service, product application, support and sales
- New requests and reconfiguration
- Ad-hoc service requests as requested by customer

INSTALLER ROLES AND RESPONSIBILITIES

- Coordination of installation activities, including building sign-off and building protection, equipment damage control, and provision of required maintenance certification documentation.
- Providing input/feedback on installation with customer/building representatives.
- Conducting storm preparedness field measurements and communications, including preparation of site action items plan.
- Coordination with Teknion to determine field loading, support capabilities, scheduling and non-permit.
- Creation of a complete installation and staging of products on site.



- Communication of shortage, error, damage and/or defect promptly
- Make contingency and replacement plans for missing, incorrect, or damaged product
- Insure complete compliance with all site conditions, for example security, health and safety standards
- Conduct pre-installation site visit for site preparedness
- Manage inspection of deliveries for damages/omissions
- Oversee punch list resolutions and follow through to completion
- Conduct daily monitoring of project status
- Communicate and reconcile product discrepancies

**12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).**

Teknion is offering a pricing model which prescribes a discount off of the list pricing set forth in Teknion's published Price and Product Guides. Generally, each product line has its own Price and Product Guide and is subject to a specific discount although several product lines share the same discount (e.g., Teknion systems furniture like IOS, Transit and Leverage). This pricing methodology is Teknion's standard pricing methodology both for commercial and governmental customers.

**13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.**

Teknion is unclear as to this requirement. As set forth above in our answer to #12, each product line gets its own discount off published list price although several product lines share the same discount. Please find Teknion's proposed discount structure attached hereto.

**14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.**

Whether for an individual component or components that make a series of a product, all discounts will be taken from Teknion's published list price.

**15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").**

We would use the methodology we use for commercial customers requiring such items. Generally, the authorized dealer works with the Member to determine the non-standard item specification. This is then submitted to Teknion using its proprietary pricing system. The special product is validated by Teknion's design and engineering department and costed out. Drawings are created as well. A list price is generated together with a special product reference number and such information is communicated to the dealer using the proprietary system. The dealer works with the Member to assure that the Member includes the reference number on the Member's purchase order to ensure that the product is ordered and produced correctly. Because the vast majority of Teknion's products relate to general standard products, within a specific category, discounts applicable to such general standard products also apply to special products derived from such general standard products.

**16) Describe your NJPA customer volume rebate programs, as applicable.**

For any Member that purchases a total of 100,000 dollars or more, according to the terms of the Agreement, Teknion will provide such member a rebate equal to 1% of such purchases.

**17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.**

Teknion's Total Cost of Acquisition does not provide for delivery or set up services beyond the NJPA Member's direct truck delivery and installation services which are required for proper placement.





18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

Teknion will bear the cost of freight from its fabrication facility to the nearest available shipping point. For shipments to Alaska and Hawaii, Teknion will bear the cost of freight from Teknion's factory to a port of embarkation on the West Coast of the United States. An incremental cost to ship the product to Alaska and Hawaii will be charged to the Member.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- d. Other; please describe.

20) Do you offer quantity or volume discounts? `

YES  NO Outline guidelines and program.

Please see our response to Question 16 above.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

No returns of products will be accepted without Teknion's prior written consent. Should a customer wish to return any standard Teknion product, the customer must request a Return Goods Authorization ("RGA") form from Teknion. Teknion will provide the right to a product and a date ("CY") for non-availability. All such approved returns shall be shipped through original carrier and are subject to the following conditions: 1) all returned goods will be delivered to the original shipping point.

2) all returned goods will be in original packaging and in good condition. 3) all returned goods will be accompanied by the original invoice. 4) all returned goods will be accompanied by a copy of the original invoice. 5) all returned goods will be accompanied by a copy of the original purchase order. 6) all returned goods will be accompanied by a copy of the original bill of lading. 7) all returned goods will be accompanied by a copy of the original bill of lading. 8) all returned goods will be accompanied by a copy of the original bill of lading. 9) all returned goods will be accompanied by a copy of the original bill of lading. 10) all returned goods will be accompanied by a copy of the original bill of lading.

PPG 4/19/14

11) Indicate how you intend to meet or exceed the following requirements: a) Provide a detailed description of the program(s) and policy(s) you intend to implement. b) Provide a detailed description of the program(s) and policy(s) you intend to implement. c) Provide a detailed description of the program(s) and policy(s) you intend to implement. d) Provide a detailed description of the program(s) and policy(s) you intend to implement.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

For shipments to Alaska and Hawaii, Teknion will bear the cost of freight from Teknion's factory to a port of embarkation on the West Coast of the United States. An incremental cost to ship the product to Alaska and Hawaii will be charged to the Member. Teknion's Return Policy will apply to all returned goods. For more information, please contact Teknion.



23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Teknion prides itself in achieving the highest standards with regard to customer satisfaction. As such, alignment with customer expectations becomes the fundamental metric by which we judge our collective success. To this end, Teknion engages the customer at different intervals during the project process to identify concerns and proactively resolve any potential issues. In addition, we employ the use of formal performance metrics to ensure that our products and services meet and exceed our customer's requirements.

These tools include Teknion's Dealer Evaluation and Project Review Forms. These evaluation formats allow us to capture and correct issues, identify trends and replicate best practices from Customer feedback. These are not punch lists, but performance reviews. The Dealer Evaluation form reviews the depth and breadth of services provided and the performance of a Dealer on a project. The Project Review is an evaluation of the performance of the entire Team and an assessment of how successfully the Team achieved the Customer's goals.

The intention is to complete these forms via the account lead and the customer contact voice to voice. In this way, the Customer can speak candidly and be more expansive than they might if completing a form and sending it in. Customers are asked to rate the importance of the criteria first, and then to rate our performance. The format is brief and high level to encourage participation. The process usually takes about 45 minutes.

**DESIRED RESULTS**

- Customer can express his or her views candidly in a neutral, objective venue.
- We learn what is most important to each Customer as well as how Teknion performed as a team.
- Baseline data gathered feeds into semi and annual evaluations by the customer.
- Data is easier to evaluate because process is consistent.
- We collect valuable lessons learned and best practices that can be shared within and across accounts.

**Industry Specific Items**

n/a

Signature:  \_\_\_\_\_ Date: March 16, 2015



**National Joint Powers Alliance® (herein NJPA)**

**REQUEST FOR PROPOSAL (herein RFP)**

for the procurement of

**FURNITURE WITH RELATED ACCESSORIES AND SERVICES**

**RFP Opening**

**MARCH 18, 2015**

**8:00 a.m. Central Time**

**At the offices of the**

**National Joint Powers Alliance®**

**202 12<sup>th</sup> Street Northeast, Staples, MN 56479**

**RFP #031715**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031715 FURNITURE WITH RELATED ACCESSORIES AND SERVICES. Details of this RFP are available beginning JANUARY 15, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until MARCH 17, 2015 at 4:30 p.m. Central Time at the above address and opened MARCH 18, 2015 at 8:00 a.m. Central Time.

**RFP Timeline**

**JANUARY 15, 2015**

**Publication of RFP in the print and online version of the *Minneapolis Star Tribune*, in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: <http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**

**FEBRUARY 25, 2015  
10:00 a.m. Central Time**

**Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).**

**MARCH 10, 2015  
MARCH 17, 2015  
4:30 p.m. Central Time**

**Deadline for RFP questions.  
Deadline for Submission of Proposals. Late responses will be returned unopened.**

**MARCH 18, 2015  
8:00 a.m. Central Time**

**Public Opening of Proposals.**

*Direct questions regarding this RFP to: Jonathan Yahn at [jonathan.yahn@njpacoop.org](mailto:jonathan.yahn@njpacoop.org) or (218)895-4144.*

## TABLE OF CONTENTS

- 
1. **DEFINITIONS**
    - A. Contract
    - B. Currency
    - C. Exclusive Vendor
    - D. FOB
    - E. Hub Partner
    - F. Proposer
    - G. Request for Proposal
    - H. Sourced Goods
    - I. Time
    - J. Total Cost of Acquisition
    - K. Vendor
  2. **ADVERTISEMENT OF RFP**
  3. **INTRODUCTION**
    - A. About NJPA
    - B. Joint Exercise of Powers Laws
    - C. Why Respond to a National Cooperative Procurement Contract
    - D. The Intent of This RFP
    - E. Scope of This RFP
    - F. Expectations for Equipment/Products and Services Being Proposed
    - G. Solutions Based Solicitation
  4. **INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**
    - A. Inquiry Period
    - B. Pre-Proposal Conference
    - C. Identification of Key Personnel
    - D. Proposer's Exceptions to Terms and Conditions
    - E. Proposal Format
    - F. Questions & Answers About This RFP
    - G. Modification or Withdrawal of a Submitted Proposal
    - H. Proposal Opening Procedure
    - I. NJPA's Rights Reserved
  5. **PRICING**
    - A. Line-Item Pricing
    - B. Percentage Discount From Catalog or Category
    - C. Cost Plus a Percentage of Cost
    - D. Hot List Pricing
    - E. Ceiling Price
    - F. Volume Price Discounts/ Additional Quantities
    - G. Total Cost of Acquisition
    - H. Sourced Equipment/Products/ Open Market Items
    - I. Price and Product Changes
    - J. Payment Terms
    - K. Sales Tax
  6. **EVALUATION OF PROPOSALS**
    - A. Proposal Evaluation Process
    - B. Proposer Responsiveness
    - C. Proposal Evaluation Criteria
    - D. Other Consideration
    - E. Cost Comparison
    - F. Marketing Plan
    - G. Certificate Of Insurance
    - H. Order Process and/or Funds Flow
    - I. Administrative Fees
    - J. Value Added
    - K. Waiver of Formalities
  7. **POST AWARD OPERATING ISSUES**
    - A. Subsequent Agreements
    - B. NJPA Member Sign-up Procedure
    - C. Reporting of Sales Activity
    - D. Audits
    - E. Hub Partner
    - F. Trade-Ins
    - G. Out of Stock Notification
    - H. Termination of a Contract resulting from this RFP
  8. **GENERAL TERMS AND CONDIITONS**
    - A. Advertising a Contract Resulting From This RFP
    - B. Applicable Law
    - C. Assignment of Contract
    - D. List of Proposers
    - E. Captions, Headings, and Illustrations
    - F. Data Practices
    - G. Entire Agreement
    - H. Force Majeure
    - I. Gratuities
    - J. Hazardous Substances
    - K. Licenses
    - L. Material Suppliers and Sub-Contractors
    - M. Non-Wavier of Rights
    - N. Protests of Awards Made
    - O. Suspension or Disbarment Status
    - P. Affirmative Action and Immigration Status Certification
    - Q. Severability
    - R. Relationship of Parties
  9. **FORMS**
  10. **PRE-SUBMISSION CHECKLIST**
  11. **PRICE & PRODUCT CHANGE REQUEST FORM**
  12. **APPENDIX A**

## **1 DEFINITIONS**

### **A. CONTRACT**

“Contract” as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer’s response pursuant to this RFP, and a fully executed form E (“Acceptance and Award”) with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

### **B. CURRENCY**

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

### **C. EXCLUSIVE VENDOR**

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

### **D. FOB**

FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

### **E. HUB PARTNER**

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

### **F. PROPOSER**

A company, person, or entity delivering a timely response to this RFP.

### **G. REQUEST FOR PROPOSAL**

Herein referred to as RFP.

### **H. SOURCED GOODS**

A Sourced Good or Open Market Item is a product within the RFP’s scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor’s NJPA contract.

### **I. TIME**

Periods of time, stated as number of days, shall be in calendar days.

### **J. TOTAL COST OF ACQUISITION**

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user’s location.

### **K. VENDOR**

A Proposer whose response has been awarded a contract pursuant to this RFP.

## 2 ADVERTISEMENT OF RFP

**2.1** NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; 4) in the hard copy print and online editions of the USA Today; and 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

**2.2** NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

## 3 INTRODUCTION

### A. ABOUT NJPA

**3.1** The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**3.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

**3.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

**3.3.1 Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

**3.4** NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### B. JOINT EXERCISE OF POWERS LAWS

**3.5** NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

## C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**3.6.1** National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

**3.6.2** NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

## D. THE INTENT OF THIS RFP

**3.10. National contract awarded by the NJPA Board of Directors:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA further desires to:

**3.11.1** Award a four year term contract with a fifth year contract option resulting from this RFP;

**3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

**3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

**3.11.4** Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

**3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

**3.12 Exclusive or Multiple Awards:** Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

**3.13 Non-Manufacturer Awards:** NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**3.14 Manufacturer as a Proposer:** If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

**3.15 Dealer/Re-seller as a Proposer:** If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

## E. SCOPE OF THIS RFP

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of FURNITURE WITH RELATED ACCESSORIES AND SERVICES.

**3.17 Additional Scope Definitions:** For purposes of the scope of this solicitation:

**3.17.1** In addition to FURNITURE WITH RELATED ACCESSORIES AND SERVICES **this solicitation should be read to include, but not limited to:**

**3.17.1.1** Products and services relating to office, workplace, school, and storage.

**3.17.2** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**3.17.2.1** N/A



**3.18 Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

**3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

**3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

**3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

**3.19 Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

**3.20 Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**3.21 Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22 Awarded Vendor’s interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**3.23 Sole Source of Responsibility-** NJPA desires a “Sole Source of Responsibility” Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

**3.24.1** Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

**3.24.1.1 Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**3.24.1.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**3.24.1.3 Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

**3.24.1.4 Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

**3.24.2** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**3.25 Geographic Area to be Proposed:** This RFP invites proposals to provide FURNITURE WITH RELATED ACCESSORIES AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**3.26 Contract Term:** At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**3.26.1** NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.27 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**3.28 Estimated Contract Volume:** Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

**3.29 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**3.30 Proposer's Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

## F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**3.31 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the FURNITURE WITH RELATED ACCESSORIES AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

**3.31.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**3.31.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

**3.31.2.1** demonstrate the Proposer's knowledge of industry standards;

**3.31.2.2** identify the equipment/products and services being proposed; and

**3.31.2.3** differentiate equipment/products and services from others.

**3.32 New Current Model Equipment/Products:** Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

**3.33 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**3.34 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

**3.35 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**3.36 Additional Warrants:** The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition,

Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

## G. SOLUTIONS BASED SOLICITATION

**3.37** NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a “Solutions Based Solicitation.” This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

**3.38** NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer’s “Solution” to NJPA and NJPA Members’ needs.

## **4** INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

### A. INQUIRY PERIOD

**4.1** The inquiry period shall begin at the date of first advertisement and continue to the “Deadline for Requests.” RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined “Inquiry Period” is to ensure proposers have enough time to complete and deliver the proposal to our office.

### B. PRE-PROPOSAL CONFERENCE

**4.2** A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

### C. IDENTIFICATION OF KEY PERSONNEL

**4.3** Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

**4.4** Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

### D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

**4.5** Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

**4.6** Exceptions, deviations or contingencies stipulated in Proposer’s Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

### E. PROPOSAL FORMAT

**4.7** It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

**4.8** All proposals must be properly labeled and sent to “The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479.”

**4.9 Format for proposal response:** All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor’s response:

**4.9.1** Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

**4.9.2** Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

**4.9.3** Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

**4.9.4** A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

**4.10** All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**4.11** Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

**4.12** It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening**”, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**4.13** Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

**4.14** Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

**4.14.1** Proposer’s are responsible for checking directly with the NJPA website for addendums to this RFP.

**4.14.2** Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

## F. QUESTIONS AND ANSWERS ABOUT THIS RFP

**4.15** Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

**4.16** Submit all questions about this RFP, in writing, referencing FURNITURE WITH RELATED ACCESSORIES AND SERVICES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7<sup>th</sup>) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

**4.17** If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

**4.18** If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

**4.19** As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

**4.20** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

**4.21** An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

## G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

**4.22** A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

**4.23 Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal.

**4.24 Value added equipment/products and services and expanded services,** as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of FURNITURE WITH RELATED ACCESSORIES AND SERVICES and advances to provide equipment/products/services or supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

**4.26 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

**4.27 On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**4.28 Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

#### H. PROPOSAL OPENING PROCEDURE

**4.29** Sealed and properly identified Proposer’s Responses for this RFP entitled FURNITURE WITH RELATED ACCESSORIES AND SERVICES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer’s names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of

Jonathan Yahn 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify FURNITURE WITH RELATED ACCESSORIES AND SERVICES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

#### I. NJPA'S RIGHTS RESERVED

**4.30.1** Reject any and all Proposals received in response to this RFP;

**4.30.2** Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

**4.30.3** Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

**4.30.4** Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

**4.30.5** At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

**4.30.6** Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

**4.30.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

**4.30.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

**4.30.9** Extend proposal due dates.

#### **5** **PRICING**

**5.1** NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

**5.2** RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

**5.3** Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.



**5.4** All Proposers will be required to submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to “Hot List,” “Sourced Product/Equipment” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

#### A. LINE-ITEM PRICING

**5.5** A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

**5.6** All Line-Item Pricing items must be numbered, organized, sectioned, including SKU’s (when applicable) and easily understood by the Evaluation Committee and members.

**5.7** Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

**5.8** The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

**5.9** All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**5.10** Proposers are asked to provide both a published “List” price as well as a “Proposed Contract Price” in their pricing matrix. Published List price will be the standard “quantity of one” price currently available to government and educational customers excluding cooperative and volume discounts.

#### B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

**5.11** A specific percentage discount from a Catalog or List price” defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

**5.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**5.13** A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

**5.14** When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

#### C. COST PLUS A PERCENTAGE OF COST

**5.15** Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

#### D. HOT LIST PRICING

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the "Hot List" at any time through an NJPA Price and Product Change Form.

**5.17** Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

#### E. CEILING PRICE

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

**5.19** Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

#### F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

**5.20** Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

**5.21** Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

**5.22** All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

**5.23** The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

#### G. TOTAL COST OF ACQUISITION

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

## H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

**5.27** An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

**5.27.1** Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

**5.27.2** Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

**5.27.3** Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

**5.27.4** Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

**5.28** Cost plus a percentage is an option in pricing of sourced goods.

## I. PRODUCT & PRICE CHANGES

**5.29** Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and [PandP@njpacoop.org](mailto:PandP@njpacoop.org).

**5.30** NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

**5.31** Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

**5.32** New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This

requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**5.33 ADDITIONS.** New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

**5.34 DELETIONS.** New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

**5.35 PRICE CHANGES:** Request price changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

**5.35.1 Price decreases:** NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

**5.35.2 Price increases:** Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

**5.36** Submit the following documentation to request a pricing change:

**5.36.1** Signed NJPA Price and Product Change Form

**5.36.2** Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

**5.36.2.1** Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

**5.36.2.1.1** Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

**5.36.2.1.2** Create a historical record of pricing.

**5.37** NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to

be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

**5.38** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**5.39** Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

**5.40** All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

**5.41** Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

## J. PAYMENT TERMS

**5.42** Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

**5.43** If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

**5.43.1** General leasing terms such as:

**5.43.1.1** The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

**5.43.1.2** The index rate being adjusted; and

**5.43.1.3** The "Purchase Option" at lease maturity (\$1, or fair market value); and

**5.43.1.4** The available term in months of lease(s) available.

**5.43.2** Leasing company information such as:

**5.43.2.1** The name and address of the leasing company; and

**5.43.2.2** Any ownership, common ownership, or control between the Proposer and the Leasing Company.

## K. SALES TAX

**5.44** Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

## L. SHIPPING

**5.45** NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

**5.46** Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

**5.47** Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

**5.48** All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

**5.49** Proposer agrees shipping errors will be at the expense of the Vendor.

**5.50** Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

**5.51** Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

**5.52** Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

**5.53** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

**5.55** Vendor may not substitute equipment/products unless agreed to by both parties.

**5.56** Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

## 6 EVALUATION OF PROPOSALS

## A. PROPOSAL EVALUATION PROCESS

**6.1** The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

**6.2** NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

**6.3** Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

## B. PROPOSER RESPONSIVENESS

**6.4** All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

**6.5** All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

**6.6** Level One Responsiveness includes:

- 6.6.1** received prior to the deadline for submission or it will be returned unopened;
- 6.6.2** properly addressed and identified as a sealed proposal with a specific opening date and time;
- 6.6.3** pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if "not applicable" is the answer;
- 6.6.4** original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;
- 6.6.5** an electronic copy (CD or flash drive) of the entire response; and
- 6.6.6** falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

**6.7** "Level Two" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

## C. PROPOSAL EVALUATION CRITERIA

**6.8** Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

- 6.8.1** Company Information & Financial Strength
- 6.8.2** Industry Requirements & Marketplace Success
- 6.8.3** Ability to Sell & Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value Added Attributes
- 6.8.7** Payment Terms & Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing & Delivery
- 6.8.11** Industry Specific Items

**6.9** Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

#### D. OTHER CONSIDERATION

**6.10** The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

**6.11** NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

**6.12** If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

**6.13** NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

**6.14** Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

**6.15** NJPA shall reserve the right to reject any or all proposals.

#### E. COST COMPARISON

**6.16** NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

**6.17** This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit



cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

## F. MARKETING PLAN

**6.18** A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

**6.19** NJPA marketing expectations include:

**6.19.1** Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

**6.19.2** Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

**6.19.3** Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

**6.19.4** Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

**6.19.5** Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

**6.19.6** Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

**6.19.6.1 Complete Marketing Plan.** Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

**6.19.6.2 Printed Marketing Materials.** Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

**6.19.6.4 Proposer’s Website.** Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer’s website. An on-line shopping experience for NJPA Members is desired when applicable.

**6.19.7** An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

**G. CERTIFICATE OF INSURANCE**

**6.21** Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a “Certificate Holder.” Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment C*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits:** The awarded vendor must maintain, for the duration of its contract, \$1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of \$1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance:** Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**6.23.1.1 Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence** \$1,500,000

**6.24 Insurance Requirements:** The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**6.26 Subcontractors:** Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies or Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

#### H. ORDER PROCESS AND/OR FUNDS FLOW

**6.27** Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

**6.28** Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

#### I. ADMINISTRATIVE FEES

**6.29** Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

**6.29.1** Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

**6.29.2** Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

**6.29.3** Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

**6.29.4** Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

**6.29.5** NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

**6.30** The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

#### J. VALUE ADDED

**6.31 Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being

proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

**6.32 Where to document Value Added Attributes:** The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal.

**6.33 Value added equipment/products and services and expanded services,** as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of FURNITURE WITH RELATED ACCESSORIES AND SERVICES and advances to provide products/services, supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

**6.35 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

**6.36 On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**6.37 Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

**6.38 Technology:** Technological advances, increased efficiencies, expanded service and other related improvements beyond today’s NJPA member’s needs and applicable standards.

## K. WAIVER OF FORMALITIES

**6.39** NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

## 7 POST AWARD OPERATING ISSUES

### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

**7.3 Additional Terms and Conditions.** Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

**7.4 Specialized Service Requirements.** In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

## B. NJPA MEMBER SIGN-UP PROCEDURE

**7.6** Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

## C. REPORTING OF SALES ACTIVITY

**7.7** A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

**7.7.1 Zero sales reports:** Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

#### D. AUDITS

**7.8** No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

#### E. HUB PARTNER

**7.9 Hub Partner:** NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

**7.10 Hub Partner Fees:** Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

#### F. TRADE-INS

**7.11** The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

#### G. OUT OF STOCK NOTIFICATION

**7.12** Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

#### H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

**7.13** NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

- 7.13.1** The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;
- 7.13.2** The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- 7.13.3** NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;
- 7.13.4** The Vendor fails to observe any of the material terms and conditions of the Contract;
- 7.13.5** The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- 7.13.6** The Vendor fails to report quarterly sales;
- 7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.
- 7.13.8** In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

**7.14** Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

**7.15** Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

**7.16** NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

**7.17** NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

**7.18** NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

**7.19** Events of Automatic termination to include, but not limited to:

**7.19.1** Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

**7.19.2** Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

## **8 GENERAL TERMS AND CONDITIONS**

### **A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP**

**8.1** Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

### **B. APPLICABLE LAW**

**8.2 NJPA's interest in a contract resulting from this RFP:** Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

**8.3 NJPA Compliance with Minnesota Procurement Law:** NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

**8.4 Governing Law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

**8.5 Jurisdiction:** Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

**8.5.1** Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

**8.6 Vendor Compliance with applicable law:** Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

**8.7 Other Laws,** whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

**8.8 Indemnity:** Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's



liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

**8.9 Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

**8.10 Patent and Copyright Infringement:** If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

### C. ASSIGNMENT OF CONTRACT

**8.11** No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)) within 15 days of NJPA's approval.

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

### D. LIST OF PROPOSERS

**8.13** NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

### E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**8.14** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

### F. DATA PRACTICES

**8.15** All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

**8.15.1** make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

**8.15.2** defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

**8.16** This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

#### G. ENTIRE AGREEMENT

**8.17** The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

#### H. FORCE MAJEURE

**8.18** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

#### I. GRATUITIES

**8.19** NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

#### J. HAZARDOUS SUBSTANCES

**8.20** Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

#### K. LICENSES

**8.21** Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

**8.22** All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

#### L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**8.23** The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

#### M. NON-WAIVER OF RIGHTS

**8.24** No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

#### N. PROTESTS OF AWARDS MADE

**8.25** Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

**8.25.1** The name, address and telephone number of the protester;

**8.25.2** The original signature of the protester or its representative (you must document the authority of the Representative);

**8.25.3** Identification of the solicitation by RFP number;

**8.25.4** Identification of the statute or procedure that is alleged to have been violated;

**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;

**8.25.8** The aggrieved party's statement of potential financial damages; and

**8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

#### O. SUSPENSION OR DISBARMENT STATUS

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose

pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

#### P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

**8.28** Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

#### Q. SEVERABILITY

**8.29** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

#### R. RELATIONSHIP OF PARTIES

**8.30** No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

## 9 FORMS

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**Form A**

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

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

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

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

**Company Information & Financial Strength**

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Demonstrate your financial strength and stability.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) How long has your company been in the FURNITURE WITH RELATED ACCESSORIES AND SERVICES industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
  - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
  - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
  - c) Are these individuals your employees, or the employees of a third party?
  - d) If applicable, is the Dealer Network independent or company owned?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 12) Provide all "Suspension or Disbarment" information as defined and required herein.
- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
- 14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

**Industry Requirements & Marketplace Success**

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.
- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.

- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

**Proposer’s Ability to Sell and Deliver Service Nationwide**

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer’s location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

**Marketing Plan**

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA’s role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company’s Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
- a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

**Other Cooperative Procurement Contracts**

- 36) Describe your level of experience with national, state and local cooperative contracts.
- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify any GSA Contracts held or utilized by the Proposer.
- 39) What is the annual combined dollar sales volume for each of these contracts?

- 40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 41) How would you leverage an NJPA awarded contract in your sales process?
- 42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

**Value Added**

- 43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? \_\_\_\_ Yes \_\_\_\_ No
- 44) Is this training standard as a part of a purchase or optional?
- 45) Describe current technological advances your proposed equipment/products and related services offer.
- 46) Describe your “Green” program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
- 50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

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



**Form B**

**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Web site: \_\_\_\_\_

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

**COMPANY PERSONNEL CONTACTS**

**Authorized Signer for your organization\*:**

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

\* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

**Author of your proposal response**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Your Primary Contact person regarding your proposal:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_



**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**



Company Name: \_\_\_\_\_

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exception/s listed above:**

**Contract Award  
RFP #031715**

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**FURNITURE WITH RELATED ACCESSORIES AND SERVICES**

In compliance with the Request for Proposal (RFP) for FURNITURE WITH RELATED ACCESSORIES AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (ink only): \_\_\_\_\_  
(Name printed or typed)

**Form E**



**Contract Acceptance and Award**

**(To be completed only by NJPA)**

**NJPA #031715** \_\_\_\_\_

\_\_\_\_\_  
**Proposer's full legal name**

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #031715**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #031715**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #031715**

**Form F**

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “nonpublic” **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a “trade secret.” All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors’ proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: \_\_\_\_\_

Contact Person for Questions: \_\_\_\_\_

(Must be individual who is responsible for filling out this Proposer's Response form)

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

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

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

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_

**Form G**



**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject **FURNITURE WITH RELATED ACCESSORIES AND SERVICES**

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
 \_\_\_\_\_ Its \_\_\_\_\_



**Form P**

**PROPOSER QUESTIONNAIRE  
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member’s final Contract phase process).
  - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

**Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

**Equipment/Product/Services, Pricing, and Delivery**

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating “Sourced Equipment/Products and/or related Services” (AKA, “Open Market” items or “Non-Standard Options”).
- 16) Describe your NJPA customer volume rebate programs, as applicable.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included “Pricing” submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.



19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- \_\_\_\_\_ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- \_\_\_\_\_ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- \_\_\_\_\_ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- \_\_\_\_\_ d. Other; please describe.

20) Do you offer quantity or volume discounts?

\_\_\_\_\_ YES \_\_\_\_\_ NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

**Industry Specific Items**

n/a

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



**10 PRE-SUBMISSION CHECKLIST**

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		



**11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

**Section 1. Instructions For Vendor**

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND: PandP@njpacoop.org**.

NJPA’s due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the “Best Interests of NJPA and NJPA Members.” A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “COMPANY 012411-CPY eff 02-12-2013.”

*NOTE:* New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**ADDITIONS.** New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

**DELETIONS.** New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

**PRICE CHANGES:** Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

*Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

*Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete “Pricing” details.

**Section 2. Vendor Name and Type of Change Request**

AWARDED  
VENDOR NAME:

\_\_\_\_\_

NJPA  
CONTRACT  
NUMBER:

\_\_\_\_\_

*CHECK ALL CHANGES THAT APPLY:*

- Adding Equipment/ Products /Services
- Deleting/Discontinuing Equipment/Products/Services
- Price Increase
- Price Decrease



**11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

**Section 3. Detailed Explanation of Need for Changes**

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

*SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.*

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.



**11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

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**Section 4. Complete Restatement of Pricing Submitted**

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

Yes                       No

---

**Section 5. Signatures**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
NJPA Executive Director Signature

\_\_\_\_\_  
Date

---



## Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)  
<http://nces.ed.gov/globallocator/>  
<https://harvester.census.gov/imls/search/index.asp>  
<http://nccsweb.urban.org/PubApps/search.php>  
<http://www.usa.gov/Government/Tribal-Sites/index.shtml>  
<http://www.usa.gov/Agencies/State-and-Territories.shtml>  
[http://www.nreca.coop/about-electric-cooperatives/member-directory/  
Oregon](http://www.nreca.coop/about-electric-cooperatives/member-directory/Oregon)  
[Hawaii](#)  
[Washington](#)

**(Please complete and return with Contract)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

*Eden Crocker / Principal*

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

*Eden Crocker*

\_\_\_\_\_  
Signature

*1/5/2017*

\_\_\_\_\_  
Date

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

County of BOONE )  
State of MO )<sup>ss</sup>

My name is Glen GROMER I am an authorized agent of INSIDE THE LINES  
\_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program  
for all employees working in connection with services provided to the County. This business does not knowingly  
employ any person that is an unauthorized alien in connection with the services being provided. Documentation of  
participation in a federal work authorization program is attached hereto.

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

[Signature] 9/23/2014  
Affiant Date  
Glen GROMER  
Printed Name

Subscribed and sworn to before me this 22<sup>nd</sup> day of Sept, 2014.

[Signature]  
Notary Public

MARY ANN MIZE  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
BOONE COUNTY  
MY COMMISSION EXPIRES MAY 22, 2016  
COMMISSION #12412983





Company ID Number: 227625

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 227625

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer inside the LINES**

**Glen Gromer**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**07/02/2008**

Date

**Department of Homeland Security - Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**07/02/2008**

Date



Company ID Number: 227625

**Information Required for the E-Verify Program**

**Information relating to your Company:**

**Company Name:** inside the LINES

**Company Facility Address:** 100 East Texas Avenue

Columbia, MO 65202

**Company Alternate Address:**

**County or Parish:** BOONE

**Employer Identification**

**Number:** 431873689

**North American Industry Classification Systems**

**Code:** 442

**Parent Company:**

**Number of Employees:** 10 to 19

**Number of Sites Verified**

**for:** 1

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

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 227625

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

Name:	Glen Gromer	Telephone Number:	(573) 234 - 0778	Fax Number:	(573) 234 - 0777
E-mail Address:	gleng@insidethelines.net				
Name:	Ellen E Smothers	Telephone Number:	(573) 234 - 0778	Fax Number:	(573) 234 - 0777
E-mail Address:	ellens@insidethelines.net				
Name:	Bradley J Eiken	Telephone Number:	(573) 234 - 0778	Fax Number:	(573) 234 - 0777
E-mail Address:	brade@insidethelines.net				

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 25

Section 010

**BOONE COUNTY**

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

Original Signed by

Matt Cowell, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.70	55	60	\$23.17
Boilermaker			\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter			\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician			\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)			\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction/Lineman)			\$44.56	43	45	\$5.75 + 36%
Lineman Operator			\$38.35	43	45	\$5.75 + 36%
Groundman			\$29.48	43	45	\$5.75 + 36%
Elevator Constructor		a	\$47.07	26	54	\$33.275
Glazier			\$27.32	122	76	\$12.08
Ironworker			\$29.49	11	8	\$25.96
Laborer (Building):						
General			\$23.71	42	44	\$13.84
First Semi-Skilled			\$25.71	42	44	\$13.84
Second Semi-Skilled			\$24.71	42	44	\$13.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$25.22	60	15	\$16.85
Marble Mason			\$22.24	124	74	\$13.05
Marble Finisher			\$14.35	124	74	\$9.52
Millwright			\$26.34	60	15	\$16.85
Operating Engineer						
Group I			\$29.06	86	66	\$26.00
Group II			\$29.06	86	66	\$26.00
Group III			\$27.81	86	66	\$26.00
Group III-A			\$29.06	86	66	\$26.00
Group IV			\$26.83	86	66	\$26.00
Group V			\$29.76	86	66	\$26.00
Painter			\$23.69	18	7	\$12.08
Pile Driver			\$26.34	60	15	\$16.85
Pipe Fitter		b	\$39.25	91	69	\$27.18
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$39.25	91	69	\$27.18
Roofer \ Waterproofer			\$29.55	12	4	\$16.04
Sheet Metal Worker			\$31.55	40	23	\$17.88
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$29.55	124	74	\$14.76
Terrazzo Finisher			\$19.22	124	74	\$14.76
Tile Setter			\$22.24	124	74	\$13.05
Tile Finisher			\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Building Construction Rates for  
BOONE County Footnotes**

**Section 010**

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

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

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

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

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b - All work over \$7 Mil. Total Mech. Contract - \$39.25, Fringes - \$27.18  
     All work under \$7 Mil. Total Mech. Contract - \$37.91, Fringes - \$21.69
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

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

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

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

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

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

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



## **BOONE COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

## BOONE COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

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

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

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

**NO. 86:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**NO. 122:** Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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

**BOONE COUNTY  
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

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

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

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

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

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

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

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

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

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

## **BOONE COUNTY BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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

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

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

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

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

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

**NO. 76:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction\Lineman)		\$44.56	9	12	\$5.75 + 36%
Lineman Operator		\$38.35	9	12	\$5.75 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$29.48	9	12	\$5.75 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer		\$28.56	2	4	\$13.52
Skilled Laborer		\$28.56	2	4	\$13.52
Millwright	Millwright	\$31.02	23	16	\$16.85
Operating Engineer					
Group I		\$28.14	21	5	\$25.89
Group II		\$27.79	21	5	\$25.89
Group III		\$27.59	21	5	\$25.89
Group IV		\$23.94	21	5	\$25.89
Oiler-Driver		\$23.94	21	5	\$25.89
Pile Driver		\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$29.87	25	21	\$12.85
Group II		\$30.03	25	21	\$12.85
Group III		\$30.02	25	21	\$12.85
Group IV		\$30.14	25	21	\$12.85

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

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

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

**BOONE COUNTY  
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

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

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.



**BOONE COUNTY  
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**BOONE COUNTY  
HEAVY CONSTRUCTION - HOLIDAY SCHEDULE**

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

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

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

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

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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



THE-01

JWATSON

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
2/21/2019

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

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

<b>PRODUCER</b> Winter-Dent P O Box 1046 Jefferson City, MO 65102	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (573) 634-2122      FAX (A/C, No): (573) 636-7500 E-MAIL ADDRESS: mail@winterdent.com	
	INSURER(S) AFFORDING COVERAGE      NAIC #	
<b>INSURED</b>  Inside The Lines LLC 100 E. Texas Ave. Columbia, MO 65202	INSURER A : <b>Tri-State Insurance Company</b> 25712	
	INSURER B : <b>Acadia Insurance Company</b> 31325	
	INSURER C : <b>FirstComp Insurance Company</b> 27626	
	INSURER D :	
	INSURER E :	
INSURER F :		

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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 <input checked="" type="checkbox"/> Blanket add ins./Wav  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ADV3127819-23	3/1/2019	3/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		CPA3127820-23	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	X		CPA3127820-23	3/1/2019	3/1/2020	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC0169164-04	3/1/2019	3/1/2020	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

**CERTIFICATE HOLDER**

**CANCELLATION**

County of Boone, Missouri C/O Purchasing Department 613 E Ash Street Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

April Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 16th day of April 20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 031715-KII – KI-Office Furniture.

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 16th day of April 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: April 2, 2019  
RE: Amendment #1 to contract 031715-KII – KI - Office Furniture

Contract *031715-KII – KI Office Furniture* was approved by commission for award to Inside the Lines of Columbia, Missouri on March 7, 2017 commission order # 107-2017.

This amendment clarifies the new Prevailing Wage law that prevailing wage only applies to single projects exceeding \$75,000. It also adds the new pricing for Inside the Line's consulting service fees and renews the contract through April 9, 2020.

This is a county-wide term and supply contract.

cc: Contract File

**CONTRACT AMENDMENT NUMBER ONE  
AGREEMENT FOR  
KI OFFICE FURNITURE**

The Agreement **031715-KII** dated March 7, 2017 made by and between Boone County, Missouri and **Inside the Lines, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD clarification regarding installation and quotes for projects:

Vendor shall provide a “not to exceed” quote for furniture, delivery, and installation that clearly shows the list price and the discounted contract price to the County office placing the order. Quote shall include the estimated hours for labor/installation. Invoice following completion of project shall be for actual hours of installation, not to exceed the initial quote.

2. Prevailing Wage:

If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.

If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.

**Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a “major repair” or “construction” of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law **WILL** apply to only that portion of the project that is in excess of \$75,000.

3. Renew contract for the period **April 10, 2019 through April 9, 2020**. Prevailing Wage Annual Order No. 25, dated March 9, 2018 is in effect for this period for any single project greater than \$75,000.
4. Replace Inside the Line’s Services fees with the attached. Fees shall not exceed \$6,000 in a 90-day period.
5. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

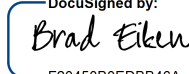
Commission Order: \_\_\_\_\_

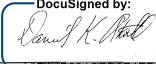
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**Inside the Lines LLC**

**Boone County, Missouri**

By: Boone County Commission

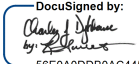
By:   
F20450B0EDBB46A...  
Signature

  
4418934CED8E4EB...  
Daniel K. Atwill, Presiding Commissioner

By: Brad Eiken - Owner  
Printed Name/ Title

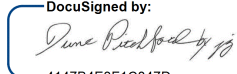
APPROVED AS TO FORM:

ATTEST:

  
56E0A0DD80AC445...  
County Counselor

  
7D82DA988BF6495...  
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.)

 4147B4E3F1C847D...	4/3/2019	County-Wide Term & Supply
Signature	Date	Appropriation Account



## **031715-KII – Office Furniture Term & Supply**

### ***FURNITURE SPECIFICATION SERVICES***

- Establish scope of project
- Define budget
- Select appropriate products according to desired image, lead time, durability, warranty, etc.
- Prepare layout of furnishings into provided space (CAD drawings provided by client)
- Provide finish coordination of proposed furnishings (manufacturers' std. or match existing)
- Provide initial proposal follow-up revisions and documentation for ordering
- Verify field dimensions
- Coordinate delivery & installation

### ***ADDITIONAL SPECIFICATION SERVICES (\$75/HOUR)***

- Create CAD drawings of existing facility
- Provide additional space planning and programming (user specific needs assessment)
- Client meetings & presentations
- Renderings

### ***INTERIOR DESIGN SERVICES (\$110/HOUR)***

- Space Planning
  - Floor plan of organizational chart of current and future staff
  - Define spaces according to work flow and work styles
  - Schematic design for architectural drawing prep by others
- Interior Finish and Fixture Selections
  - Floor materials and wall treatments
  - Interior trim and architectural detailing
  - Door and window selections
  - Cabinetry---modular vs. built-in and coordination with appliances
  - Lighting, layout and fixture selection
  - Window treatments, artwork and accessories
- Construction Document Coordination and Specifications
  - Demolition plan (if necessary)
  - Finish schedule and materials legend
  - Interior elevations
  - Reflected ceiling plans
  - Renderings
  - Layout with data and electrical requirements
- Construction Review and Post Construction Services
  - Bid or negotiation assistance
  - Installer/Contractor coordination
  - Job site visits for construction review
  - Completion of as-built drawings



**INSTALLATION PRICE SCHEDULE**

<b>Category</b>	<b>Hourly Charge (\$)</b>	<b>Minimum Charge</b>
Seating	\$75/hour	\$75
Casegoods	\$75/hour	\$75
Tables, Portico	\$75/hour	\$75
Systems Furniture	\$75/hour	\$75
All other items	\$75/hour	\$75

**RECONFIGURATION & GENERAL LABOR PRICE SCHEDULE**

<b>Category</b>	<b>Hourly Charge (\$)</b>	<b>Minimum Charge</b>
Casegoods	\$75/hour	\$75
Systems Furniture	\$75/hour	\$75

If Prevailing Wage is deemed necessary by the County of Boone Purchasing Director, Inside The Lines will provide a Prevailing Wage quote.

**Letter of Agreement  
To Extend the Contract**

Between

**Krueger International, Inc.  
P.O. Box 8100 1330 Bellevue Street  
Green Bay, WI 54308-8100**

And

**Sourcewell, Formerly National Joint Powers Alliance (NJPA)  
202 12<sup>th</sup> Street NE  
Staples, MN 56479  
Phone: (218) 894-1930**

The Vendor and Sourcewell have entered into an Agreement (**Contract #031715-KII**) for the procurement of Furniture with Related Accessories and Services. This Agreement has an expiration date of April 9, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on April 9, 2020. All other terms and conditions of the Agreement remain in force.

**Sourcewell, Formerly National Joint Powers Alliance (NJPA)**

DocuSigned by:  
Jeremy Schwartz  
By: \_\_\_\_\_, Its: **Director of Operations & Procurement/CPO**

Name printed or typed: Jeremy Schwartz

Date 12/5/2018 | 2:22 PM CST

**Krueger International, Inc.**

By: Andrew Van Straten, Its: Contract Manager

Name printed or typed: Andrew Van Straten

Date 12/6/2018





# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 25

Section 010

**BOONE COUNTY**

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

Original Signed by

Matt Cowell, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.70	55	60	\$23.17
Boilermaker			\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter			\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician			\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)			\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction/Lineman)			\$44.56	43	45	\$5.75 + 36%
Lineman Operator			\$38.35	43	45	\$5.75 + 36%
Groundman			\$29.48	43	45	\$5.75 + 36%
Elevator Constructor		a	\$47.07	26	54	\$33.275
Glazier			\$27.32	122	76	\$12.08
Ironworker			\$29.49	11	8	\$25.96
Laborer (Building):						
General			\$23.71	42	44	\$13.84
First Semi-Skilled			\$25.71	42	44	\$13.84
Second Semi-Skilled			\$24.71	42	44	\$13.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$25.22	60	15	\$16.85
Marble Mason			\$22.24	124	74	\$13.05
Marble Finisher			\$14.35	124	74	\$9.52
Millwright			\$26.34	60	15	\$16.85
Operating Engineer						
Group I			\$29.06	86	66	\$26.00
Group II			\$29.06	86	66	\$26.00
Group III			\$27.81	86	66	\$26.00
Group III-A			\$29.06	86	66	\$26.00
Group IV			\$26.83	86	66	\$26.00
Group V			\$29.76	86	66	\$26.00
Painter			\$23.69	18	7	\$12.08
Pile Driver			\$26.34	60	15	\$16.85
Pipe Fitter		b	\$39.25	91	69	\$27.18
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$39.25	91	69	\$27.18
Roofer \ Waterproofer			\$29.55	12	4	\$16.04
Sheet Metal Worker			\$31.55	40	23	\$17.88
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$29.55	124	74	\$14.76
Terrazzo Finisher			\$19.22	124	74	\$14.76
Tile Setter			\$22.24	124	74	\$13.05
Tile Finisher			\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate



**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

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

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

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

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

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

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



## **BOONE COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

**NO. 86:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**NO. 122:** Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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

## **BOONE COUNTY BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

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

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

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

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

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

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

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

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

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**BOONE COUNTY  
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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

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

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

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

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

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

**NO. 76:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction\Lineman)		\$44.56	9	12	\$5.75 + 36%
Lineman Operator		\$38.35	9	12	\$5.75 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$29.48	9	12	\$5.75 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer		\$28.56	2	4	\$13.52
Skilled Laborer		\$28.56	2	4	\$13.52
Millwright		\$31.02	23	16	\$16.85
Operating Engineer					
Group I		\$28.14	21	5	\$25.89
Group II		\$27.79	21	5	\$25.89
Group III		\$27.59	21	5	\$25.89
Group IV		\$23.94	21	5	\$25.89
Oiler-Driver		\$23.94	21	5	\$25.89
Pile Driver		\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$29.87	25	21	\$12.85
Group II		\$30.03	25	21	\$12.85
Group III		\$30.02	25	21	\$12.85
Group IV		\$30.14	25	21	\$12.85

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

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

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

## BOONE COUNTY HEAVY CONSTRUCTION - OVERTIME SCHEDULE

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

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

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.



**BOONE COUNTY  
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

## **BOONE COUNTY HEAVY CONSTRUCTION - HOLIDAY SCHEDULE**

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

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

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

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

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

1166 -2019

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the 16th day of April 2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to P15-150-DT – National Office Furniture.

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 16th day of April 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*  
Daniel K. Atwill

Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry

District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson

District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: April 1, 2019  
RE: Amendment #1 to contract P15-150-DT – National Office Furniture

Contract *P15-150-DT – National Office Furniture* was approved by commission for award to Inside the Lines of Columbia, Missouri on January 19, 2017 commission order # 30-2017.

This amendment clarifies the new Prevailing Wage law that prevailing wage only applies to single projects exceeding \$75,000. It also adds the new pricing for Inside the Line's consulting service fees and renews the contract through March 31, 2020.

This is a county-wide term and supply contract.

cc: Contract File

**CONTRACT AMENDMENT NUMBER ONE  
AGREEMENT FOR  
NATIONAL OFFICE FURNITURE**

The Agreement **P15-150-DT** dated January 19, 2017 made by and between Boone County, Missouri and **Inside the Lines, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD clarification regarding installation and quotes for projects:

Vendor shall provide a “not to exceed” quote for furniture, delivery, and installation that clearly shows the list price and the discounted contract price to the County office placing the order. Quote shall include the estimated hours for labor/installation. Invoice following completion of project shall be for actual hours of installation, not to exceed the initial quote.

2. Prevailing Wage:

If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.

If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.

**Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a “major repair” or “construction” of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law **WILL** apply to only that portion of the project that is in excess of \$75,000.

3. Renew contract for the period **April 1, 2019 through March 31, 2020**. Prevailing Wage Annual Order No. 25, dated March 9, 2018 is in effect for this period for any single project greater than \$75,000.
4. Add Inside the Lines Services Fees on an “as needed, when needed” basis. Fees shall not exceed \$6,000 in a 90-day period.
5. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

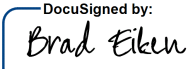
Commission Order: \_\_\_\_\_

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

**Inside the Lines LLC**

**Boone County, Missouri**

By: Boone County Commission

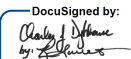
By:   
F20450B0EDBB46A...  
Signature

  
BA4B934CFD6E4EB...  
Daniel K. Atwill, Presiding Commissioner

By: Brad Eiken - Owner  
Printed Name/ Title

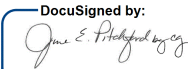
APPROVED AS TO FORM:

ATTEST:

  
56E0A0DD80AC446...  
County Counselor

  
7D82DA98BF6495...  
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.)

 F0D08ADB184244D...	4/3/2019	County-Wide Term & Supply
Signature	Date	Appropriation Account

Resolution

FI-R-0064-19

COOPERATIVE PURCHASING MASTER AGREEMENT AWARD  
FOR SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING  
SYSTEMS/EQUIPMENT AND RELATED PRODUCTS AND SUPPORT SERVICES  
APRIL 1, 2019 THROUGH MARCH 31, 2020

WHEREAS, the County of DuPage is authorized to exercise its functions with other public entities pursuant to 5 ILCS 220/3 (Intergovernmental Cooperation) and to enter into joint purchasing agreements pursuant to 30 ILCS 525/1 et seq. (Governmental Joint Purchasing Act); and

WHEREAS, pursuant to the agreement approved in Resolution #FI-0034-07 the County is authorized to work with National Intergovernmental Purchasing Alliance (National IPA) to secure multi state volume purchasing contracts; and

WHEREAS, pursuant to that authorization the County issued its Request for Proposal #P15-150-DT (RFP) for a Master Contract Agreement for Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services; and

WHEREAS, the County evaluated the responses to the RFP and National Office Furniture, Inc., has been found to meet all minimum qualifications and requirements per Proposal #P15-150-DT; and,

WHEREAS, the RFP contemplated multiple awards by multiple procurement methods to permit maximum flexibility in ordering; and

WHEREAS, the contract was issued to: National Office Furniture, Inc., 1600 Royal Street, Jasper, IN. 47549, at the attached rates for procurements entered into during the period of, April 1, 2016 through March 31, 2019, with two optional one-year renewals.

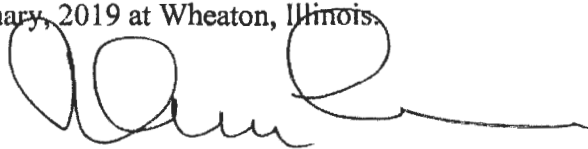
NOW THEREFORE BE IT RESOLVED, that the County and the Contactor, pursuant to Proposal P15-150-DT agree to enter into the first renewal of said Contract for a one year period effective April 1, 2019 through March 31, 2020.

BE IT FURTHER RESOLVED, that the County and other authorized members of the National IPA may order Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services pursuant to this award from the attached pricing. Each County order shall be approved pursuant to the County Procurement Ordinance OFI-005B-99 and any amendments thereto.

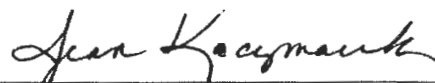
Resolution

FI-R-0064-19

Enacted and approved this 29th day of January, 2019 at Wheaton, Illinois.



DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD



JEAN KACZMAREK, COUNTY CLERK

Ayes 18





**COUNTY OF DU PAGE, ILLINOIS  
OPTION TO RENEW CONTRACT**

This agreement, made and entered into by the County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "County" and National Office Furniture, 1610 Royal Street, Jasper, Indiana, 47549 hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #15-150-DT which became effective April 1, 2016 and which expires March 31, 2019. The contract is subject to an FIRST of two options to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

The contract renewal becomes effective April 1, 2019 and expires March 31, 2020.

**NATIONAL OFFICE FURNITURE**

Kourtney Smith  
SIGNATURE

Kourtney Smith  
PRINTED NAME

President  
PRINTED TITLE

1/7/2019  
DATE

**COUNTY OF DU PAGE, ILLINOIS**

James McGuire  
James McGuire  
Procurement Officer

1-23-19  
DATE



## **031715-KII – Office Furniture Term & Supply**

### ***FURNITURE SPECIFICATION SERVICES***

- Establish scope of project
- Define budget
- Select appropriate products according to desired image, lead time, durability, warranty, etc.
- Prepare layout of furnishings into provided space (CAD drawings provided by client)
- Provide finish coordination of proposed furnishings (manufacturers' std. or match existing)
- Provide initial proposal follow-up revisions and documentation for ordering
- Verify field dimensions
- Coordinate delivery & installation

### ***ADDITIONAL SPECIFICATION SERVICES (\$75/HOUR)***

- Create CAD drawings of existing facility
- Provide additional space planning and programming (user specific needs assessment)
- Client meetings & presentations
- Renderings

### ***INTERIOR DESIGN SERVICES (\$110/HOUR)***

- Space Planning
  - Floor plan of organizational chart of current and future staff
  - Define spaces according to work flow and work styles
  - Schematic design for architectural drawing prep by others
- Interior Finish and Fixture Selections
  - Floor materials and wall treatments
  - Interior trim and architectural detailing
  - Door and window selections
  - Cabinetry--modular vs. built-in and coordination with appliances
  - Lighting, layout and fixture selection
  - Window treatments, artwork and accessories
- Construction Document Coordination and Specifications
  - Demolition plan (if necessary)
  - Finish schedule and materials legend
  - Interior elevations
  - Reflected ceiling plans
  - Renderings
  - Layout with data and electrical requirements
- Construction Review and Post Construction Services
  - Bid or negotiation assistance
  - Installer/Contractor coordination
  - Job site visits for construction review
  - Completion of as-built drawings

**INSTALLATION PRICE SCHEDULE**

<b>Category</b>	<b>Hourly Charge (\$)</b>	<b>Minimum Charge</b>
Seating	\$75/hour	\$75
Casegoods	\$75/hour	\$75
Tables, Portico	\$75/hour	\$75
Systems Furniture	\$75/hour	\$75
All other items	\$75/hour	\$75

**RECONFIGURATION & GENERAL LABOR PRICE SCHEDULE**

<b>Category</b>	<b>Hourly Charge (\$)</b>	<b>Minimum Charge</b>
Casegoods	\$75/hour	\$75
Systems Furniture	\$75/hour	\$75

If Prevailing Wage is deemed necessary by the County of Boone Purchasing Director, Inside The Lines will provide a Prevailing Wage quote.

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 25

Section 010

**BOONE COUNTY**

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

Original Signed by

Matt Cowell, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.70	55	60	\$23.17
Boilermaker			\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter			\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician			\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)			\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction/Lineman)			\$44.56	43	45	\$5.75 + 36%
Lineman Operator			\$38.35	43	45	\$5.75 + 36%
Groundman			\$29.48	43	45	\$5.75 + 36%
Elevator Constructor		a	\$47.07	26	54	\$33.275
Glazier			\$27.32	122	76	\$12.08
Ironworker			\$29.49	11	8	\$25.96
Laborer (Building):						
General			\$23.71	42	44	\$13.84
First Semi-Skilled			\$25.71	42	44	\$13.84
Second Semi-Skilled			\$24.71	42	44	\$13.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$25.22	60	15	\$16.85
Marble Mason			\$22.24	124	74	\$13.05
Marble Finisher			\$14.35	124	74	\$9.52
Millwright			\$26.34	60	15	\$16.85
Operating Engineer						
Group I			\$29.06	86	66	\$26.00
Group II			\$29.06	86	66	\$26.00
Group III			\$27.81	86	66	\$26.00
Group III-A			\$29.06	86	66	\$26.00
Group IV			\$26.83	86	66	\$26.00
Group V			\$29.76	86	66	\$26.00
Painter			\$23.69	18	7	\$12.08
Pile Driver			\$26.34	60	15	\$16.85
Pipe Fitter		b	\$39.25	91	69	\$27.18
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$39.25	91	69	\$27.18
Roofer \ Waterproofer			\$29.55	12	4	\$16.04
Sheet Metal Worker			\$31.55	40	23	\$17.88
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$29.55	124	74	\$14.76
Terrazzo Finisher			\$19.22	124	74	\$14.76
Tile Setter			\$22.24	124	74	\$13.05
Tile Finisher			\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate



## BOONE COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

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

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

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

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

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

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

## **BOONE COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.



## BOONE COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

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

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

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

**NO. 86:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

**NO. 122:** Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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

## **BOONE COUNTY BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

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

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

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

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

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

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

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

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

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**BOONE COUNTY  
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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

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

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

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

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

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

**NO. 76:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction/Lineman)		\$44.56	9	12	\$5.75 + 36%
Lineman Operator		\$38.35	9	12	\$5.75 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$29.48	9	12	\$5.75 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer		\$28.56	2	4	\$13.52
Skilled Laborer		\$28.56	2	4	\$13.52
Millwright		\$31.02	23	16	\$16.85
Operating Engineer					
Group I		\$28.14	21	5	\$25.89
Group II		\$27.79	21	5	\$25.89
Group III		\$27.59	21	5	\$25.89
Group IV		\$23.94	21	5	\$25.89
Oiler-Driver		\$23.94	21	5	\$25.89
Pile Driver		\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$29.87	25	21	\$12.85
Group II		\$30.03	25	21	\$12.85
Group III		\$30.02	25	21	\$12.85
Group IV		\$30.14	25	21	\$12.85

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

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

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

## BOONE COUNTY HEAVY CONSTRUCTION - OVERTIME SCHEDULE

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

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

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**BOONE COUNTY  
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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



**BOONE COUNTY  
HEAVY CONSTRUCTION - HOLIDAY SCHEDULE**

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

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

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

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

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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



*see pricing at  
https://www.nationalofficefurniture.com/  
resources/design-tools/pricelists*

January 3, 2018

DuPage County Procurement Services Division  
Debra Thompson, CPPB, Buyer  
421 North County Farm Road  
Wheaton, IL 60187-3978  
TX: (630) 407-6184  
[Debby.Thompson@dupageco.org](mailto:Debby.Thompson@dupageco.org)

Re: Contract #P15-150-DT

Dear Ms. Thompson:

At National, we are focused on providing exceptional furniture solutions and delivering extraordinary experiences. Our supply chain strategy is solid and despite ongoing continuous improvements we are experiencing significant increases in key commodities, such as foam, packing materials, plywood and steel along with rising freight and healthcare costs.

While we're often able to avoid or delay a price adjustment, we now find it necessary to adjust our pricing effective Friday, April 6, 2018. All series will incur a price increase of 3% with the exception of our latest introductions: Delgado, Mabel, Marcelo, Grin and Footings. These series will not incur a price increase.

Please use this advanced notification to prepare an Amendment to Contract #P15-150-DT. As always, Melissa Fuller is available to answer any questions, as our goal is to provide the highest level of service in the industry.

Thank you for your support of National. As we look to the future, our portfolio will continue to expand with innovative products and best of class marketing materials to meet the ever-changing marketplace needs. Together, the future looks bright!

Best Regards,

Melissa Fuller  
Education + Healthcare Program Manager  
National Office Furniture

**From:** Melissa Fuller  
**To:** [Christine Dorantes](#)  
**Subject:** FW: Contract #P15-150-DT - National Office Furniture Price Increase 2018  
**Date:** Wednesday, January 3, 2018 11:34:01 AM  
**Attachments:** [2018 Price Increase -DuPage County Contract #P15-150-DT.pdf](#)

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Christine,

At National, we are focused on providing exceptional furniture solutions and delivering extraordinary experiences. Our supply chain strategy is solid and despite ongoing continuous improvements we are experiencing significant increases in key commodities, such as foam, packing materials, plywood and steel along with rising freight and healthcare costs.

While we're often able to avoid or delay a price adjustment, we now find it necessary to adjust our pricing effective Friday, April 6, 2018. All series will incur a price increase of 3% with the exception of our latest introductions: Delgado, Mabel, Marcelo, Grin and Footings. These series will not incur a price increase.

Please use the below email approval from County of DuPage and the attached letter as advanced notification. Please advise your acceptance as well. As always, Melissa Fuller is available to answer any questions, as our goal is to provide the highest level of service in the industry.

Thank you!

**MELISSA FULLER**  
EDUCATION+HEALTHCARE PROGRAM MANAGER

OFFICE 812.481.6479 MOBILE 812.639.6392  
WEB [NATIONALOFFICEFURNITURE.COM](http://NATIONALOFFICEFURNITURE.COM)

NATIONAL

**From:** McAvoy, Joan [mailto:Joan.McAvoy@dupageco.org]  
**Sent:** Wednesday, January 3, 2018 11:38 AM  
**To:** Melissa Fuller <Melissa.Fuller@NationalOfficeFurniture.com>  
**Subject:** RE: Contract #P15-150-DT - National Office Furniture Price Increase 2018

**\*\*\*ATTENTION:** This message was received from an EXTERNAL source. Please exercise caution. Do not open attachments or click on links from unknown senders.\*\*\*

Melissa:

DuPage County accepts the price increase proposed effective 4/1/2018.

Best Regards,

*Joan McAvoy*

**Buyer II**  
Procurement Services Division  
DuPage County Finance  
421 N. County Farm Road  
Wheaton, IL 60187  
Office: 630-407-6181  
Fax: 630-407-6201  
[joan.mcavoy@dupageco.org](mailto:joan.mcavoy@dupageco.org)

**From:** Melissa Fuller [<mailto:Melissa.Fuller@NationalOfficeFurniture.com>]  
**Sent:** Wednesday, January 03, 2018 10:25 AM  
**To:** McAvoy, Joan <[Joan.McAvoy@dupageco.org](mailto:Joan.McAvoy@dupageco.org)>  
**Subject:** RE: Contract #P15-150-DT - National Office Furniture Price Increase 2018

Joan, our last price increase was April 1, 2017.

**MELISSA FULLER**

EDUCATION+HEALTHCARE PROGRAM MANAGER

OFFICE 812.481.6479 MOBILE 812.639.6392  
WEB [NATIONALOFFICEFURNITURE.COM](http://NATIONALOFFICEFURNITURE.COM)

**NATIONAL.**

**From:** McAvoy, Joan [<mailto:Joan.McAvoy@dupageco.org>]  
**Sent:** Wednesday, January 3, 2018 11:24 AM  
**To:** Melissa Fuller <[Melissa.Fuller@NationalOfficeFurniture.com](mailto:Melissa.Fuller@NationalOfficeFurniture.com)>  
**Subject:** RE: Contract #P15-150-DT - National Office Furniture Price Increase 2018

Hi Melissa:

Can you please tell me when your last price increase occurred?  
Thank you.

Best Regards,

*Joan McAvoy*

**Buyer II**  
Procurement Services Division  
DuPage County Finance  
421 N. County Farm Road  
Wheaton, IL 60187  
Office: 630-407-6181  
Fax: 630-407-6201  
[joan.mcavoy@dupageco.org](mailto:joan.mcavoy@dupageco.org)

**From:** Melissa Fuller [<mailto:Melissa.Fuller@NationalOfficeFurniture.com>]  
**Sent:** Wednesday, January 03, 2018 10:23 AM  
**To:** Thompson, Debby <[Debby.Thompson@dupageco.org](mailto:Debby.Thompson@dupageco.org)>  
**Cc:** McAvoy, Joan <[Joan.McAvoy@dupageco.org](mailto:Joan.McAvoy@dupageco.org)>  
**Subject:** RE: Contract #P15-150-DT - National Office Furniture Price Increase 2018

Thank you! Joan, please confirm your acceptance so National IPA may be notified.

**MELISSA FULLER**  
EDUCATION+HEALTHCARE PROGRAM MANAGER

OFFICE 812.481.6479 MOBILE 812.639.6392  
WEB [NATIONALOFFICEFURNITURE.COM](http://NATIONALOFFICEFURNITURE.COM)

NATIONAL.

**From:** Thompson, Debby [<mailto:Debby.Thompson@dupageco.org>]  
**Sent:** Wednesday, January 3, 2018 11:18 AM  
**To:** Melissa Fuller <[Melissa.Fuller@NationalOfficeFurniture.com](mailto:Melissa.Fuller@NationalOfficeFurniture.com)>  
**Cc:** McAvoy, Joan <[Joan.McAvoy@dupageco.org](mailto:Joan.McAvoy@dupageco.org)>  
**Subject:** RE: Contract #P15-150-DT - National Office Furniture Price Increase 2018

Good Morning Melissa,

I'm sending these on to our furniture buyer, Joan McAvoy to handle for you!

Many thanks,

*Debby Thompson*  
Debby Thompson, CPPB  
DuPage County Buyer  
DuPage County Procurement Services  
421 N. County Farm Road  
Wheaton, IL 60187  
[dthompson@dupageco.org](mailto:dthompson@dupageco.org)  
(630) 407-6184  
(630) 407-6201 Fax



---

**From:** Melissa Fuller [<mailto:Melissa.Fuller@NationalOfficeFurniture.com>]  
**Sent:** Wednesday, January 03, 2018 10:07 AM  
**To:** Thompson, Debby  
**Subject:** Contract #P15-150-DT - National Office Furniture Price Increase 2018  
**Importance:** High

Dear Ms. Thompson:

At National, we are focused on providing exceptional furniture solutions and delivering extraordinary experiences. Our supply chain strategy is solid and despite ongoing continuous improvements we are experiencing significant increases in key commodities, such as foam, packing materials, plywood and steel along with rising freight and healthcare costs.

While we're often able to avoid or delay a price adjustment, we now find it necessary to adjust our pricing effective Friday, April 6, 2018. All series will incur a price increase of 3% with the exception of our latest introductions: Delgado, Mabel, Marcelo, Grin and Footings. These series will not incur a price increase.

Please use this advanced notification to prepare an Amendment to Contract #P15-150-DT. As always, Melissa Fuller is available to answer any questions, as our goal is to provide the highest level of service in the industry.

Thank you for your support of National. As we look to the future, our portfolio will continue to expand with innovative products and best of class marketing materials to meet the ever-changing marketplace needs. Together, the future looks bright!

Best Regards,

**MELISSA FULLER**

EDUCATION+HEALTHCARE PROGRAM MANAGER

OFFICE 812.481.6479 MOBILE 812.639.6392

WEB [NATIONALOFFICEFURNITURE.COM](http://NATIONALOFFICEFURNITURE.COM)

**NATIONAL**

**Important Legal Notice:**

Though intended solely for the use of the addressee or addressees named above, this electronic correspondence and any subsequent correspondence to or from the above-named sender may be subject to public inspection and copying as public record of DuPage County under the provisions of the Illinois Freedom of Information Act. If you are not the intended recipient, or a person responsible for delivering it thereto, and have received this correspondence in error, please notify the sender immediately. To the extent permitted by law, the information contained in this electronic communication is confidential and may be legally privileged communication. For that reason, if you are not the intended recipient, your disclosure, copying, forwarding, or other dissemination of the contents of this correspondence or any action taken or omitted in reliance on its contents is unauthorized and may be unlawful. Thank you.

**Important Legal Notice:**

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**Important Legal Notice:**

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1167-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the 16th day of April 2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to AEPA-07-B – Copier with Maintenance for the Boone County Sheriff.

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 16th day of April 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: February 6, 2015  
RE: Amendment Number One – AEPA-017-B – Copier with Maintenance for the Boone County Sheriff

Contract *AEPA-017-B – Photocopier(s) with Maintenance* was approved by commission for award to Image Technologies of Missouri, located in Columbia, Missouri on January 17, 2019. This amendment adds a copier with maintenance for the Boone County Sheriff Department.

Cost of copier is \$11,361.00 and will be paid from department 1251 - Sheriff, account 92300 – Replacement Machinery & Equipment. \$11,416.00 was budgeted. Copier maintenance is \$0.0077/impression for black & white and \$0.0455/impression for color. \$5,983.00 is budgeted annually for maintenance in department 1251 – Sheriff, account 60200 – Equipment Repairs/Maintenance.

cc: Contract File

**CONTRACT AMENDMENT NUMBER ONE**  
**FOR**  
**PHOTOCOPIER WITH MAINTENANCE FOR SHERIFF DEPARTMENT**

The Agreement **AEPA-017-B** dated the 17<sup>th</sup> day of January 2019 made by and between Boone County, Missouri and **Sumnerone, Inc., D/B/A Image Technologies of Missouri** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add one (1) photocopier with maintenance for the Boone County Sheriff, Attn: Leasa Quick, 2111 County Drive, Columbia, MO 65202, Phone: (573) 816-2149, e-mail: [LQuick@boonecountymmo.org](mailto:LQuick@boonecountymmo.org).

Copier: Kyocera TA6052ci Color Multifunction System	\$7,677.00
Attachment Kit: AK-7100	\$87.00
1,000 Sheet Stapling Finisher: DF-7120	\$714.00
270-Sheet Dual Scan Document Processor: DP-7110	\$834.00
Fax System 12	\$630.00
Keyboard Holder 10	\$62.00
Dual 1,500 Sheet Paper Trays: PF-7110	\$640.00
3,000 Sheet Side Large Capacity Tray: PF-7120	\$658.00
USB Keyboard: CK-595 (non-contract item)	\$59.00
<b>TOTAL</b>	<b>\$11,361.00</b>

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

**Maintenance** shall be provided for the copier as follows:

- **Band 6, Zone 1: Black & White @ \$0.0077/impression; Color @ \$0.0455/impression. Zero minimum.**
- Includes parts, labor, all preventative maintenance, and consumables (i.e. Toner and drum). Excludes paper and staples.
- 5 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Maintenance shall begin upon installation of equipment. **Maintenance rates are firm for five (5) years ending on December 31, 2023.** Maintenance will automatically renew yearly through December 31, 2023 unless the County gives a 30 day termination notice.

Contractor's on-site maintenance for copier shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the

service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County.

- 2. **Trade-in Copier:** Contractor shall remove the following trade-in copier with a \$0.00 value the same day the new copier is installed and shall recycle equipment. Contractor agrees to remove the hard drive of the trade-in copier and leave with the Boone County Information Technology department.

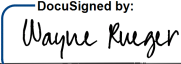
Sharp MX-503 Copier, serial # 0T203458, fixed asset tag 17596

- 3. 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.

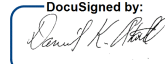
**SUMNERONE, Inc.  
D/B/A IMAGE TECHNOLOGIES OF MISSOURI**

**BOONE COUNTY, MISSOURI**

By:   
DAC72AFCDCF64F9...

By: Boone County Commission

Title: VP

  
BAM8934GED6E4EB...  
Daniel K. Atwill, Presiding Commissioner


APPROVED AS TO FORM:

ATTEST:

  
58E0A0DD80AC445...  
County Counselor

  
7D82DA988BF6496...  
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.)  
Copier: 1251-92300/\$11,361.00;  
Maintenance: 1251-60200: Black & White @ \$0.0077; Color @ \$0.0455/impression

  
4147B4E3F4C847D...

04/07/2019

Signature Date Appropriation Account

## RECOMMENDATION FOR:

BOONE COUNTY  
2121 E COUNTY DR  
COLUMBIA, MO 65202

PREPARED FOR: LEASA QUICK

*Prepared By:*

Wayne Rueger

573.499.5330

March 27, 2019



# Boone County

## Proposed Solution

- 1 Kyocera TA6052ci Color Multifunction System
- 1 AK-7100 Attachment Kit
- 1 DF-7120 1,000 Sheet Stapling Finisher
- 1 DP-7110 270-Sheet Dual Scan Document Processor
- 1 Fax System 12
- 1 Keyboard Holder 10
- 1 PF-7110 Dual 1,500 Sheet Paper Trays
- 1 PF-7120 3,000 Sheet Side Large Capacity Tray
- 1 ACK-595 USB Keyboard

Purchase Price ..... **\$11,361**

## Maintenance & Supplies

*Includes all parts, labor, drums, toner and developer; only paper and staples are excluded.*

Maintenance Monthly Usage Charge	.....	\$
B&W Impressions Included per Month	.....	0
Color Impressions Included per Month	.....	0
All B&W Impressions to be invoiced at	.....	\$0.00770
All Color Impressions to be invoiced at	.....	\$0.04550

*Subject to applicable state and local taxes.*

*Delivery, network installation and training are included.*

*Prices quoted herein are valid for 30 days.*

Prepared by: Wayne Rueger

March 27, 2019



The TASKalfa 6052ci delivers **vibrant high-impact color**, along with the **exceptional workflow efficiency** your office environment needs to keep information moving. With an unrivaled feature-set, and professional finishing options, the TASKalfa 6052ci handles the most demanding print, scan, and copy jobs with ease. Add to that Kyocera's **award-winning ultra-reliability** and **unique longlife technology**, and you have a powerful document solution that achieves superior performance and proven productivity across your enterprise.

*Includes Delivery and Installation. Lease Plans are available. Please contact your National Account Manager for details.*



## TASKalfa 6052ci

## COLOR MFP

### SPECIFICATIONS AT A GLANCE

- Speed: 60/55 Pages Per Minute
- Functions: Standard Network Print, Scan, Copy and Optional Fax
- Max Monthly Duty Cycle: 250,000 Pages Per Month
- Resolution: 600 x 600 dpi; 9600 dpi x 600 dpi; 1200 x 1200 dpi
- Standard Paper Supply: 1,150 Sheets
- Max Paper Size: 12" x 18" (Trays and MPT); 12" x 48" Banner (MPT)
- Max Paper Weight: Trays / MPT: 14 lb Bond – 166 lb Index (52 – 300gsm)
- Original Size: 11" x 17"
- Duplexing: Standard Stackless Duplex
- Network Connectivity: 10/100/1000BaseTX; High Speed USB 2.0
- PDL: PRESCRIBE, PCL6 (PCL-XL / PCL5c), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850
- Fax Modem Speed: 33.3 kbps
- Fax Memory: Standard 170 MB



### ■ TASKalfa 6052ci SOLUTIONS

Model	Description	AEPA Price
TASKalfa 6052ci	60/55 PPM A3 Color MFP	\$ 7,677.00
<b>Accessories</b>		
DP-7100	140 sheet Reversing Automatic Document Processor	658.00
DP-7110	270 sheet Dual Scan Document Processor	834.00
DF-7100	500 Sheet Internal Finisher	647.00
DF-7110	4,000 Sheet Finisher- (Requires AK-7100)	1,159.00
DF-7120	1,000 Sheet Finisher (Requires AK-7100)	714.00
PF-7100	Dual 500 Sheet Paper Tray	588.00
PF-7110	Dual 1,500 Sheet Paper Tray	640.00
PF-7120	3,000 Sheet Side Large Capacity Tray - Letter	658.00
PH-7A	Hole Punch Unit for DF-7110/7120	311.00
PH-7100	Hole Punch Unit for DF-7100	311.00
BF-730	Booklet and Tri Folding Unit for DF-790(C)	696.00
MT-730(B)	7 Bin Mailbox for 4,000 Sheet Finisher	464.00
JS-7100	Job Separator	88.00
Fax System 12	Fax Board	630.00
Keyboard Holder 10	Keyboard Tray Kit	62.00
Internet Fax (A)	Internet Fax Kit (requires Fax System 12)	164.00
Data Security (E)	Hard Drive Encryption/Overwrite Kit	326.00
Banner Guide 10	MPT Guide attachment to assist the feeding of banner paper	167.00
Scan Extension Kit(A)	Searchable PDF Kit	328.00
AK-7100	Attachment Kit for DF-7120 /DF-7110	87.00
UG-34	Optional Printer Emulation for IBM ProPrinter, Epson LQ-850, Diabro 630	305.00
IB-50	Gigabit EtherNet Board for Dual NIC	194.00
IB-51	Wireless LAN NIC	262.00
MM-16-128	Additional Fax Memory Board	109.00
DT-730(B)	Original Hard Copy Holder	24.00
Platen Cover Type E	Platen Cover	63.00
Stand	Copier Cabinet Stand	194.00
Surge Protector-MX (15A)	15 Amp Surge Protector	122.00

Copier Maintenance Pricing pages 41-51.

EFI FERY Controller information may be found on page 40

### MAINTENANCE PRICING

#### **TASKalfa M5052ci COPY CHARGE FOR SERVICE & SUPPLIES BAND 5**

<b>TASKalfa M5052ci FULL SERVICE MAINTENANCE &amp; SUPPLY, COST PER IMPRESSION</b>	<b>ZONE 1 LOCAL</b> FULL SERVICE MAINT. & SUPPLY COST PER IMPRESSION (CPI)	<b>ZONE 2 25 - 50 MILES</b> FULL SERVICE MAINT. & SUPPLY COST PER IMPRESSION (CPI)	<b>ZONE 3 50 - 75 MILES</b> FULL SERVICE MAINT. & SUPPLY COST PER IMPRESSION (CPI)	<b>ZONE 4 GREATER THAN 75 MI.</b> FULL SERVICE MAINT. & SUPPLY COST PER IMPRESSION (CPI)
<b>B&amp;W All Tiers/Bands</b>	\$ 0.0082	\$ 0.0082	\$ 0.0087	\$ 0.0092
<b>Color Tier 1: No Min.</b>	\$ 0.0455	\$ 0.0455	\$ 0.0505	\$ 0.0605
<b>Color Tier 2: 5,000 Impressions/Mo. Min.</b>	\$ 0.0405	\$ 0.0405	\$ 0.0455	\$ 0.0555
<b>Color Tier 3: 10,000 Impressions/Mo. Min.</b>	\$ 0.0405	\$ 0.0405	\$ 0.0455	\$ 0.0555

#### **TASKalfa M5052ci COPY CHARGE FOR SERVICE & SUPPLIES BAND 6**

<b>TASKalfa M5052ci FULL SERVICE MAINTENANCE &amp; SUPPLY, COST PER IMPRESSION</b>	<b>ZONE 1 LOCAL</b> FULL SERVICE MAINT. & SUPPLY COST PER IMPRESSION (CPI)	<b>ZONE 2 25 - 50 MILES</b> FULL SERVICE MAINT. & SUPPLY COST PER IMPRESSION (CPI)	<b>ZONE 3 50 - 75 MILES</b> FULL SERVICE MAINT. & SUPPLY COST PER IMPRESSION (CPI)	<b>ZONE 4 GREATER THAN 75 MI.</b> FULL SERVICE MAINT. & SUPPLY COST PER IMPRESSION (CPI)
<b>B&amp;W All Tiers/Bands</b>	\$ 0.0082	\$ 0.0082	\$ 0.0087	\$ 0.0092
<b>Color Tier 1: No Min.</b>	\$ 0.0455	\$ 0.0455	\$ 0.0505	\$ 0.0605
<b>Color Tier 2: 10,000 Impressions/Mo. Min.</b>	\$ 0.0405	\$ 0.0405	\$ 0.0455	\$ 0.0555
<b>Color Tier 3: 15,000 Impressions/Mo. Min.</b>	\$ 0.0405	\$ 0.0405	\$ 0.0455	\$ 0.0555

#### **TASKalfa M6052ci COPY CHARGE FOR SERVICE & SUPPLIES BAND 6**

<b>TASKalfa M6052ci FULL SERVICE MAINTENANCE &amp; SUPPLY, COST PER IMPRESSION</b>	<b>ZONE 1 LOCAL</b> FULL SERVICE MAINT. & SUPPLY COST PER IMPRESSION (CPI)	<b>ZONE 2 25 - 50 MILES</b> FULL SERVICE MAINT. & SUPPLY COST PER IMPRESSION (CPI)	<b>ZONE 3 50 - 75 MILES</b> FULL SERVICE MAINT. & SUPPLY COST PER IMPRESSION (CPI)	<b>ZONE 4 GREATER THAN 75 MI.</b> FULL SERVICE MAINT. & SUPPLY COST PER IMPRESSION (CPI)
<b>B&amp;W All Tiers/Bands</b>	\$ 0.0077	\$ 0.0077	\$ 0.0082	\$ 0.0087
<b>Color Tier 1: No Min.</b>	\$ 0.0455	\$ 0.0455	\$ 0.0505	\$ 0.0605
<b>Color Tier 2: 10,000 Impressions/Mo. Min.</b>	\$ 0.0405	\$ 0.0405	\$ 0.0455	\$ 0.0555
<b>Color Tier 3: 15,000 Impressions/Mo. Min.</b>	\$ 0.0405	\$ 0.0405	\$ 0.0455	\$ 0.0555



**PURCHASE AGREEMENT  
FOR  
Photocopier and Maintenance for the Prosecuting Attorney**

**THIS AGREEMENT** dated the 17 day of January 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sumnerone, Inc., D/B/A Image Technologies of Missouri** 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 a Photocopier with Maintenance, in compliance with all bid specifications and any addenda issued for the Association of Educational Purchasing Agencies (AEPA) contract **AEPA-017-B**, Insurance Requirements, and the Standard Terms and Conditions of Boone County, Missouri. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Association of Educational Purchasing Agencies (AEPA) contract AEPA-017-B, and the Standard Terms and Conditions of Boone County, Missouri shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following equipment and maintenance:

**Prosecuting Attorney** – Attn: Bonnie Adkins, 705 E. Walnut Street, Columbia, MO 65201. Phone: (573) 886-4112. E-mail: [BADkins@boonecountymo.org](mailto:BADkins@boonecountymo.org).

**Quantity: One (1) each**

**Copier: Kyocera TASKalfa 6002i - Monochrome Copier / Printer / Color Scanner**

New Photocopier includes the following:

- |   |            |
|---|------------|
| • 60 pages per minute, black & white, MFP | \$4,242.00 |
| • 270 sheet Dual Scan Document Processor  | \$834.00   |
| • 1,000 sheet stapler                     | \$714.00   |
| • Dual 1,500 sheet paper trays            | \$640.00   |
| • Attachment Kit for DF-7110              | \$87.00    |

**TOTAL: \$6,517.00**

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

**Maintenance:** shall be provided for the copier as follows:

- **Tier 2: 10,000 Impressions/month minimum @ \$0.0054/impression**
- Includes parts, labor, all preventative maintenance, and consumables (i.e. Toner and drum). Excludes paper and staples.
- 7 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less

- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Maintenance shall begin upon installation of equipment. Maintenance agreement is customized to meet County needs and volume can be changed any time to Tier 1: no minimum, \$0.0059/impression or Tier 3: 25,000 Impressions/month minimum @ \$0.0049/impression. **Maintenance rates are firm for seven (7) years ending on December 31, 2025.**

Contractor's on-site maintenance for copier shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County.

**3. Delivery and Installation:** Contractor agrees to deliver, setup, connect and provide training of copiers within 10 days after receipt of Purchase Order.

**4. Trade-in Copier:** Contractor shall remove the following trade-in copier with a \$0.00 value the same day the new copiers are installed and shall recycle equipment. Contractor agrees to remove the hard drive of the trade-in copier and leave with the Boone County Information Technology department.

Canon Kyocera 5050 Copier, serial # ~~1B99840071~~, fixed asset tag 17873.

PPK 790 7775

**5. Billing and Payment** - All billing shall be invoiced to the Prosecuting Attorney department, 705 E. Walnut, Columbia, MO 65201. Billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

- a. 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, 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.

**SUMNERONE, INC.  
D/B/A IMAGE TECHNOLOGIES OF MISSOURI**

**BOONE COUNTY, MISSOURI**

by Wayne Rieger  
DocuSigned by:  
DAC72AFCDCFB4F9...

title VP

by: Boone County Commission

Daniel K. Atwill  
DocuSigned by:  
71FC54B71ECC44E

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

Ron Sweet  
DocuSigned by:  
56E9A8BDB8AC445

County Counselor

ATTEST:

Brianna L. Lennon  
DocuSigned by:  
7062DA986BF6495

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.)

**Copier:** 1261 / 92000 / \$6,517

**Maintenance:** 1261 / 60050 /

10,000 Impressions/month minimum @ \$0.0054/impression  
1/7/2019

Jane E. Pitchford, by Caryn Ginter  
DocuSigned by:  
BEB2C3241D8B450...

Signature

Date

Appropriation Account

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

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.

13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

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

**Employers Liability and Workers Compensation Insurance:** The contractor shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workers Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**Commercial General Liability Insurance:** The contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

**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.

**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 County. The contractor shall provide to the County copies of certificates of insurance evidencing

coverage for each subcontractor. The subcontractor's commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 calendar days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

# AEPA | Copiers and Printing Equipment



Association of Educational  
Publishers

**AEPA**

Contract Number AEPA IFB #017-B



KYOCERA Document Solutions America, Inc.

*National Accounts*





# AEPA | Participation Agencies and States

The Association of Educational Purchasing Agencies' (AEPA) is a nationwide group of nonprofit educational organizations working collaboratively to save school districts time and money.

AEPA has more than \$330 million in annual protected purchases. We are currently 24 members strong, representing schools serving more than 25 million students. Together we have hundreds of years of public sector purchasing experience.

**Program Advantages:**

- Time savings with lowest national pricing available
- Attract and leverage national vendors
- Detailed and complete bid process through nationally experienced participants
- Volume contracts based on 24 member participation
- Avoid duplication and expense of bid process

Our mission is to cooperatively serve our agency memberships through a continuous effort to explore and solve present and future purchasing needs. Our goals include working on your behalf to secure multi-state volume purchasing contracts that have benefits that are measurable, cost-effective and continuously exceed our membership's expectations.

Our current membership consists of the following states:

California	Massachusetts	Ohio
Colorado	Michigan	Oregon
Connecticut	Minnesota	Pennsylvania
Florida	Missouri	Texas
Iowa	Montana	Virginia
Indiana	North Dakota	Washington
Kansas	Nebraska	West Virginia
Kentucky	New Jersey	Wisconsin
	New Mexico	Wyoming





**Panhandle Area Educational Consortium**  
Florida, Alabama, Georgia



**Cooperating School Districts**  
Missouri, Louisiana, Arkansas, Illinois



**Colorado BOCES Association**  
Colorado



**Capitol Region Education Council**  
Connecticut, Maine, New Hampshire, Rhode Island, Vermont



**Fairfax County Public Schools**  
Virginia



**Northeast Wyoming BOCES**  
Wyoming, South Dakota



**Wilson Education Center**  
Indiana



**The Education Cooperative**  
Massachusetts



**CESA Purchasing Org.**  
Wisconsin



**Cooperative Educational Services**  
New Mexico



**Green River Regional Educational Cooperative**  
Kentucky, Tennessee, Alabama, Georgia,  
Louisiana, North Carolina



**Middlesex Regional Educational Services**  
New Jersey



**Cal Save - Monterey County Office of Education**  
California, Arizona, Nevada



**Iowa Educators Consortium**  
Iowa



**Southeast Kansas Education Service Center**  
Kansas, Oklahoma



**Minnesota Services Cooperatives**  
Minnesota, South Dakota



**Montana Cooperative Services LLC**  
Montana, Idaho



**Nebraska Cooperative Purchasing**  
Nebraska



**Keystone Purchasing Network**  
Pennsylvania, Delaware, Maryland, New Hampshire,  
New York, Rhode Island, West Virginia



**Educational Services Commission of New Jersey**  
New Jersey



**North Dakota Educators Service Cooperative**  
North Dakota



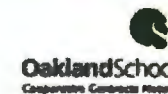
**Ohio Council of Educational Purchasing Consortia**  
Ohio



**Inter-Mountain Education Service District**  
Oregon



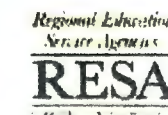
**TexBuy**  
Texas



**Oakland Schools**  
Michigan



**King County Director's Association**  
Washington, Alaska, Idaho



**Regional Education Service Agencies**  
West Virginia

Kyocera National Accounts In Partnership with  
the Association of Educational Purchasing Agencies  
Contract Number: AEPA013.1-A

### GENERAL CONTRACT INFORMATION

#### Ordering Procedure

Individual State Cooperative terms and conditions related to ordering may vary from state to state. Please refer to the terms and conditions as listed in the bid offering or contact your local National Account Manager for assistance. The bid offering terms and conditions are available at the AEPA website at <http://aepa-coop.org/>.

When a member agency selects product from Kyocera using the AEPA contract, the member agency issues a purchase order on a direct basis to Kyocera to the address below:

#### Ordering Address

KYOCERA Document Solutions America, Inc.  
Attn.: National Accounts  
c/o Local Authorized Dealer (insert name)  
225 Sand Road, PO Box 40008  
Fairfield, NJ 07004-0008  
Telephone: (973) 808-8444  
e-mail: [natorders@da.kyocera.com](mailto:natorders@da.kyocera.com) • Fax: (973) 882-4411  
DUNS #06-446-5503

#### Payment Address

KYOCERA Document Solutions America, Inc.  
As Shown on Invoice

This process is to be followed with the following exceptions:

- Indiana - All Indiana orders are to be placed using the IAESC Web Based ordering system.
- New Mexico - All New Mexico orders are to be placed through the CES the governing Cooperative for New Mexico.

For assistance on ordering in Indiana or New Mexico, please contact the National Account Manager for each of these states or the lead National Account Manager for the AEPA contract Philip Borchardt.

#### Payment Terms

Net 30 days. All prices shown herein are net (discount deducted).

**Federal I.D. No.**  
TIN: 95-2819506

**DUNS#**  
06-446-5503

**Business Size**  
Large

#### Limited Warranty

Kyocera warrants that all equipment delivered under this contract shall conform to the specification of this contract. All equipment will carry a 12-month manufacturers warranty against any defects in material and workmanship for a period of one year from the date of installation by Kyocera or an Authorized Kyocera Dealer except drums which are limited to proper performance at the time of installation. In the event this product is found to be defective within the warranty period, Kyocera obligation and your exclusive remedy shall be replacement of any defective parts. These warranties would be void if the equipment is not operated properly or misused. Drum warranties are limited to electrical functioning of the drum and are void if misused or physically damaged by the operator.

#### Service

The AEPA contract calls for service billing to be done on a "Cost Per Copy" (CPC) basis by the Authorized servicing dealer. A service & supply program will be set up at time of installation. This service will be on-site and will include all parts & labor, all preventative maintenance, and consumables **except paper and staples.**

#### Lease Plans

Lease Plans are available upon request. Please contact your National Account Manager for more information.

#### Delivery

It is desired that delivery be made within thirty-days (30) of receipt of the purchase order.

#### Defective Goods

Kyocera agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Kyocera agrees to arrange for return shipment of damaged goods.

For more information please contact  
the Kyocera Account Manager responsible  
for this contract nationwide, Philip Borchardt  
by calling: (612) 670-3889,  
or e-mail [philip.borchardt@da.kyocera.com](mailto:philip.borchardt@da.kyocera.com)



Kyocera is not responsible for typographical errors.

Designs and specifications subject to change without notice.

Photos are for illustration only, and may contain optional accessories not included in specific product configurations.

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**Sample Purchase Order – Outright Purchase**

The following is an example of an Outright Purchase Order.  
Please pay particular attention to the areas marked A-I.  
Incorrect information in these areas will require modification from the issuing office.

1. AEPA CONTRACT NO. AEPA IFB #017B <b>A</b>		2. REQUISITION NO.		3. DATE OF ORDER DD/MM/YY		4. PURCHASE ORDER NUMBER AEPA-X000X-X000X		5. PRIORITY	
6. ISSUED BY AGENCY NAME ATTN, BUYERS NAME ADDRESS CITY, STATE ZIP				7 ADMINISTERED BY AGENCY NAME ADDRESS CITY, STATE ZIP				8. DELIVERY FOB (X) DESTINATION ( ) OTHER (See Schedule)	
9. CONTRACTOR Vendor Id: CAGE CODE  NAME AND ADDRESS KYOCERA Document Solutions America, Inc. ATTN: National Accounts C/O KYOCERA AUTHORIZED DEALER NAME 225 SAND ROAD, P.O. BOX 40008 FAIRFIELD, NJ 07004-008 <b>B</b>				10. DELIVERY TO FOB POINT BY (date)		11. MARK IF BUSINESS IS ( ) SMALL ( ) SMALL DIS-ADVANTAGED ( ) WOMEN OWNED ( ) OTHER		12. DISCOUNT AND/OR NET PAYMENT TERMS Net 30 Days <b>C</b>	
13. MAIL INVOICES TO:				14. CONSIGNEE AND DESTINATION (SHIP TO) AGENCY NAME ADDRESS ATTN: CITY, STATE ZIP				15. PAYMENT WILL BE MADE BY: AGENCY NAME ADDRESS ATTN: CITY, STATE ZIP	
16. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule									
17. ITEM NO.	18. ARTICLES OR SERVICES			19. QTY.	20. UNIT	21. UNIT PRICE	22. EXTENDED AMOUNT		
0001	FS-6530MFP 30 CPM Monochrome MFP <b>D</b>			01 <b>E</b>	Each	\$ x,xxx.xx <b>F</b>	\$ x,xxx.xx <b>G</b>		
If quantity accepted by the Agency is same as quantity ordered, indicated by x. If different, enter actual quantity accepted below quantity ordered and encircle				24. ORDERED BY Signature _____ <b>I</b> Name _____ Title: _____				25. TOTAL <b>H</b> \$ xxxxx.xx	
26 QUANTITY IN COLUMN 20 HAS BEEN ( ) INSPECTED ( ) RECEIVED ( ) ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				27. PAYMENT ( ) COMPLETE ( ) PARTIAL ( ) FINAL				28. INITIALS	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REP _____				29. AMT VERIFIED FOR CHECK NUMBER					
30. I certify this account is correct and proper for payment				31. PAID BY				32. BILL OF LADING NO.	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REP _____				33. REC'D AT				34. REC'D BY	
35. DATE REC'D				36. DATE REC'D					

**A. Contract Number** - Must Have AEPA Contract Number AEPA IFB #017B

**B. Vendor Address** - KYOCERA Document Solutions America, Inc.  
Attn: National Accounts  
c/o Local Authorized Kyocera Dealer (Insert Name)  
225 Sand Road, P.O. Box 40008  
Fairfield, New Jersey 07004-0008  
e-mail: natorders@da.kyocera.com

**C. Payment Terms** - Net 30 Days

**D. Products** - Descriptions of the items ordered by the user

**E. Quantity** - The quantity ordered of the unit

**F. Price** - The price of one unit to be purchased

**G. Total Price Per Item** - The total amount for that item based on the unit price (Quantity Ordered x Unit Price)

**H. Total Price of Purchase Order** - The total dollar amount obligated for the purchase order

**I. Signature** - Be sure to sign the purchase order. Must be signed by an authorized Contracting/Ordering Officer





The TASKalfa 6002i is a best-in-class Black and White MFP that combines print, copy, and color scan functionality into one **powerful platform**. To ensure that your organization runs at peak efficiency, the TASKalfa 6002i offers an unmatched array of standard features, **professional finishing options**, and host of customizable business applications that further streamline workflow. Add to that Kyocera's **award-winning ultra-reliability** and unique **long-life technology**, and proven leadership in technology innovation, and the TASKalfa 6002i will transform end-to-end document processes... and drive bottomline business growth.

*Includes Delivery and Installation. Lease Plans are available. Please contact your National Account Manager for details.*



**Association of Educational**  
Publishing Agencies

## TASKalfa 6002i

## MONOCHROME MFP

### SPECIFICATIONS AT A GLANCE

- Speed: 74 Pages Per Minute
- Functions: Standard Network Print, Copy, Color Scan & Document Box, Optional Fax/Network Fax & Dual Fax
- Max Monthly Duty Cycle: 225,000 Pages Per Month
- Resolution: 600 x 600 dpi
- Standard Paper Supply: Dual 500 Sheet Trays, 150 Sheet MPT
- Max Paper Size: 12" x 18"
- Max Paper Weight: 166 lb Index
- Original Size: 11" x 17"
- Duplexing: Standard Embedded Duplex
- Network Connectivity: 10/100/1000BaseTX; High Speed USB 2.0
- PDL: PRESCRIBE, PCL6 (PCL-XL / PCL5), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850
- Fax Modem Speed (Optional): 33.3 kbps
- Fax Memory (Optional): 170 MB Standard



### ■ TASKalfa 6002i SOLUTIONS

Model	Description	AEPA Price
TASKalfa 6002i	60 PPM A3 B&W MFP	\$ 4,242.00
<b>Accessories</b>		
DP-7100	140 Sheet Reversing Automatic Document Processor	658.00
DP-7110	270 Sheet Dual Scan Document Processor	834.00
DF-7100	500 Sheet Internal Finisher	647.00
DF-7110	4,000 Sheet Staple Finisher (Requires AK-7100)	1,159.00
DF-7120	1,000 Sheet Staple Finisher (Requires AK-7100)	714.00
PF-7100	Dual 500 Sheet Paper Trays	598.00
PF-7110	Dual 1,500 Sheet Paper Trays	640.00
PF-7120	3,000 Sheet Side Large Capacity Tray - Letter	658.00
PH-7A	Punch Unit for DF-7120/7110	311.00
PH-7100	Hole Punch Unit for DF-7100	311.00
BF-730	Booklet and Tri Folding Unit for DF-790(C)	696.00
MT-730(B)	7 Bin Mailbox for 4,000 Sheet Finisher	464.00
JS-7100	Job Separator	88.00
Fax System 12	Fax Board	630.00
Keyboard Holder 10	Keyboard Tray Kit	62.00
Internet Fax (A)	Internet Fax Kit [requires Fax System (WJB) ]	164.00
Data Security (E)	Hard Drive Encryption/Overwrite Kit	326.00
Banner Guide(A)	MPT Guide attachment to assist the feeding of banner paper.	167.00
Scan Extension Kit(A)	Searchable PDF Kit	328.00
AK-7100	Attachment kit for DF-7120 / DF-7110	87.00
UG-33	Upgrade Kit for Thin Print Support	78.00
UG-34	Optional Printer Emulation for IBM Proprinter, Epson LQ-850, Diabro 630	305.00
Card Reader Holder 11	Card Reader Holder	35.00
IB-50	Gigabit EtherNet Board for Dual NIC	194.00
IB-51	Wireless LAN NIC	262.00
MM-16-128	Additional Fax Memory Board	109.00
DT-730(B)	Original Hard Copy Holder	24.00
Platen Cover Type E	Platen Cover	63.00
STAND	Copier Cabinet Stand	194.00
NK-7110	Numeric Keypad	65.00
Surge Protector-MX (15A)	15 Amp Surge Protector	122.00

*Copier Maintenance Pricing pages 41-51.*

**MAINTENANCE PRICING**

**TASKalfa 4012i COPY CHARGE FOR SERVICE AND SUPPLIES**

<b>TASKalfa 4012i FULL SERVICE MAINTENANCE &amp; SUPPLY, COST PER IMPRESSION</b>	<b>ZONE 1 LOCAL FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 2 25 - 50 MILES FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 3 50 - 75 MILES FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 4 GREATER THAN 75 MI. FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>
<b>Tier 1: No Minimum</b>	\$ 0.0085	\$ 0.0085	\$ 0.0090	\$ 0.0095
<b>Tier 2: 5,000 Impressions/Mo. Min.</b>	\$ 0.0082	\$ 0.0082	\$ 0.0087	\$ 0.0092
<b>Tier 3: 10,000 Impressions/Mo. Min.</b>	\$ 0.0079	\$ 0.0079	\$ 0.0083	\$ 0.0087

**TASKalfa 4002i COPY CHARGE FOR SERVICE AND SUPPLIES**

<b>TASKalfa 4002i FULL SERVICE MAINTENANCE &amp; SUPPLY, COST PER IMPRESSION</b>	<b>ZONE 1 LOCAL FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 2 25 - 50 MILES FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 3 50 - 75 MILES FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 4 GREATER THAN 75 MI. FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>
<b>Tier 1: No Minimum</b>	\$ 0.0085	\$ 0.0085	\$ 0.0090	\$ 0.0095
<b>Tier 2: 5,000 Impressions/Mo. Min.</b>	\$ 0.0082	\$ 0.0082	\$ 0.0087	\$ 0.0092
<b>Tier 3: 10,000 Impressions/Mo. Min.</b>	\$ 0.0079	\$ 0.0079	\$ 0.0083	\$ 0.0087

**TASKalfa 5002i COPY CHARGE FOR SERVICE AND SUPPLIES**

<b>TASKalfa 5002i FULL SERVICE MAINTENANCE &amp; SUPPLY, COST PER IMPRESSION</b>	<b>ZONE 1 LOCAL FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 2 25 - 50 MILES FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 3 50 - 75 MILES FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 4 GREATER THAN 75 MI. FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>
<b>Tier 1: No Minimum</b>	\$ 0.0070	\$ 0.0070	\$ 0.0075	\$ 0.0080
<b>Tier 2: 8,000 Impressions/Mo. Min.</b>	\$ 0.0066	\$ 0.0066	\$ 0.0070	\$ 0.0074
<b>Tier 3: 15,000 Impressions/Mo. Min.</b>	\$ 0.0062	\$ 0.0062	\$ 0.0065	\$ 0.0068

**TASKalfa 6002i COPY CHARGE FOR SERVICE AND SUPPLIES**

<b>TASKalfa 6002i FULL SERVICE MAINTENANCE &amp; SUPPLY, COST PER IMPRESSION</b>	<b>ZONE 1 LOCAL FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 2 25 - 50 MILES FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 3 50 - 75 MILES FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 4 GREATER THAN 75 MI. FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>
<b>Tier 1: No Minimum</b>	\$ 0.0059	\$ 0.0059	\$ 0.0064	\$ 0.0069
<b>Tier 2: 10,000 Impressions/Mo. Min.</b>	\$ 0.0054	\$ 0.0054	\$ 0.0058	\$ 0.0062
<b>Tier 3: 25,000 Impressions/Mo. Min.</b>	\$ 0.0049	\$ 0.0049	\$ 0.0052	\$ 0.0055



**AEPA**

Contract Number AEPA IFB #017B

KYOCERA Document Solutions America, Inc.  
*National Accounts*



**KYOCERA Document Solutions America, Inc.**

225 SAND ROAD  
PO BOX 40008  
FAIRFIELD, NJ 07004-0008  
Tel: (973) 808-8444  
Fax: (973) 882-4411



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2018

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

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

<b>PRODUCER</b> J.W. Terrill, a Marsh & McLennan Agency LLC Co. 825 Maryville Centre Drive Suite 200 Chesterfield MO 63017	<b>CONTACT NAME:</b> Shelley Thompson <b>PHONE (A/C, No, Ext):</b> 314-594-2632 <b>FAX (A/C, No):</b> 888-307-1561 <b>E-MAIL ADDRESS:</b> shelley.thompson@jwterrill.com														
<b>INSURED</b> Sumner Group, Inc. 6717 Waldemar Ave. Saint Louis, MO 63139	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Atlantic Specialty Insurance Company</td> <td style="text-align: center;">27154</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Atlantic Specialty Insurance Company	27154	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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<b>INSURER C:</b>															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES**      **CERTIFICATE NUMBER: 1160546342**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			7110150550002	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7110150550002	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			7110150550002	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	4060436890002	3/1/2018	3/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 SCHEDULE OF NAMED INSURED(S): Sumner Group, Inc.; Sumner One, Inc. dba Copying Concepts Office Systems; Datamax Office Systems; Unisource Document Products; Datamax Office Systems of Kansas City; Western Imaging; Corporate Business Systems  
 Re: Copier Maintenance  
 Boone County is included as Additional Insured(s) for General Liability, Automobile Liability, and Umbrella Liability with respect to work performed by the Named Insured, if required by written contract.  
 A waiver of subrogation is granted for General Liability and Worker's Compensation coverages in favor of Boone County Purchasing, where permitted by law and if required by written contract.

<b>CERTIFICATE HOLDER</b>  Boone County Attn: Melinda Bobbitt Boone County Annex Building 613 E Ash St. Room 109 Columbia MO 65201 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--







Company ID Number: 133457

Telephone Number:	(314) 633 - 8043	Fax Number:	(314) 633 - 8005
E-mail Address:	pbaron@sumner-group.com		

1168-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the 16th day of April 20 19

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Sheriff's Department to add funds to cover training costs that exceeded budget expectations for 2018.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2510	37210	Sheriff Training	Training/Schools		1,400
					1,400

Done this 16th day of April 2019.

ATTEST:

*Brianna L. Lennon*  
 Brianna L. Lennon  
 Clerk of the County Commission

*Daniel K. Atwill*  
 Daniel K. Atwill  
 Presiding Commissioner

*Fred J. Parry*  
 Fred J. Parry  
 District I Commissioner

*Janet M. Thompson*  
 Janet M. Thompson  
 District II Commissioner



Year	2018	Original Appropriation	17,000.00
Dept	2510 SHERIFF TRAINING	Revisions	
Acct	30000 DUES TRAVEL & TRAINING	Original + Revisions	17,000.00
Fund	251 SHERIFF TRAINING FUND	Expenditures	18,388.71
		Encumbrances	
Class/Account	C CLASS	Actual To Date	18,388.71
Account Type	E EXPENSE	Remaining Balance	1,388.71-
Normal Balance	D DEBIT	Shadow Balance	1,388.71-

Expenditures by Period

January	851.00	July	33.66
February	808.00	August	1,789.13
March	556.26	September	185.42
April	2,501.16	October	6,361.53
May	2,133.60	November	1,201.03
June	1,580.00	December	387.92

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

Year	<u>2018</u>	Original Appropriation	<u>8,000.00</u>
Dept	<u>2510 SHERIFF TRAINING</u>	Revisions	<u>                    </u>
Acct	<u>37210 TRAINING/SCHOOLS</u>	Original + Revisions	<u>8,000.00</u>
Fund	<u>251 SHERIFF TRAINING FUND</u>	Expenditures	<u>10,561.00</u>
		Encumbrances	<u>                    </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>10,561.00</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>2,561.00-</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>2,561.00-</u>

Expenditures by Period

January	<u>851.00</u>	July	<u>                    </u>
February	<u>                    </u>	August	<u>40.00</u>
March	<u>378.00</u>	September	<u>                    </u>
April	<u>1,820.00</u>	October	<u>5,647.00</u>
May	<u>650.00</u>	November	<u>687.00</u>
June	<u>488.00</u>	December	<u>                    </u>

F2=Key Scr    F3=Exit    F5=Ledger Transactions    F7=Transactions    F9=Budget

## Fund Statement - Sheriff Training Fund 251 (Nonmajor)

	2017 Actual	2018 Budget	2018 Actual	2019 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	5,471	6,700	5,210	5,682
Charges for Services	11,015	11,870	11,595	12,967
Fines and Forfeitures	-	-	-	-
Interest	86	144	147	156
Hospital Lease	-	-	-	-
Other	-	-	-	-
<b>Total Revenues</b>	<b>16,572</b>	<b>18,714</b>	<b>16,952</b>	<b>18,805</b>
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	-	-	-	-
<b>Fund Balance Used for Operations</b>	<b>1,050</b>	<b>-</b>	<b>1,439</b>	<b>3,382</b>
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 17,622</b>	<b>18,714</b>	<b>18,391</b>	<b>22,187</b>
 <b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	17,622	17,000 +1,400	18,389	22,187
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	-	-	-	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	2	2	-
Fixed Asset Additions	-	-	-	-
<b>Total Expenditures</b>	<b>17,622</b>	<b>17,002</b>	<b>18,391</b>	<b>22,187</b>
<b>Other Financing Uses</b>				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	-	-	-	-
<b>TOTAL FINANCIAL USES</b>	<b>\$ 17,622</b>	<b>17,002</b>	<b>18,391</b>	<b>22,187</b>
 <b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	\$ 10,829	9,779	9,779	8,340
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	(1,050)	1,712	(1,439)	(3,382)
<b>FUND BALANCE (GAAP), end of year</b>	<b>9,779</b>	<b>11,491</b>	<b>8,340</b>	<b>4,958</b>
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	-	-	-	-
<b>NET FUND BALANCE, end of year</b>	<b>\$ 9,779</b>	<b>11,491</b>	<b>8,340</b>	<b>4,958</b>
Net Fund Balance as a percent of expenditures	55.49%	67.59%	45.35%	22.35%