

292-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

July Session of the July Adjourned

Term. 20 19

In the County Commission of said county, on the

16th

day of

July

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 Live Well by Faith for receiving the 2019 NACo Achievement Award and for its dedication to making Boone County a place for everyone to live a healthy life.

Done this 16th day of July 2019.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon *DKB*  
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

# PROCLAMATION RECOGNIZING LIVE WELL BY FAITH AS THE RECIPIENT OF A 2019 NACo ACHIEVEMENT AWARD

- WHEREAS,** the Columbia/Boone County Department of Public Health and Human Services (PHHS) conducted a Community Health Assessment in 2015, which revealed significantly poorer health outcomes for African Americans in our community as compared to whites, particularly in regard to the prevalence of diabetes and hypertension; and
- WHEREAS,** in response to these findings, PHHS developed Live Well by Faith, a program focused on reducing the prevalence of diabetes and hypertension by working with African American churches to create an environment that promotes health; and
- WHEREAS,** since, historically, African American churches go beyond the traditional functions of worship and spiritual growth to also impact the social, economic and political welfare of their members and communities, reaching out to individuals through these churches to impact their health outcomes as well was a natural extension of services; and
- WHEREAS,** on September 23, 2016, Live Well by Faith's program launch celebration was held at one of the participating churches, kicking off a month of training for church lifestyle coach volunteers and information gathering for individualized program development; and
- WHEREAS,** since the first six-week Live Well by Faith program began on October 4, 2016, PHHS and the churches have worked together to identify the health needs of each congregation and empower lifestyle coaches within each congregation to select and implement programs and policies to address those needs; and
- WHEREAS,** participating churches have made a variety of changes to support the healthier lifestyles and improved outcomes of their parishioners, including making water readily available at church facilities, prohibiting fried foods at church gatherings or celebrations, making the church a non-smoking area and increasing physical activities within the community; and
- WHEREAS,** the results of the program during the pilot period were both remarkable and promising, positively impacting blood pressure, weight, healthy behaviors and general satisfaction with life; and
- WHEREAS,** in November 2018, Live Well by Faith earned the Missouri Association of Counties County Achievement Award, which recognizes county programs that are innovative, unique and easily replicable; and
- WHEREAS,** on July 14, 2019, the National Association of Counties (NACo) recognized Live Well by Faith with a 2019 Achievement Award, an award honoring county programs that are innovative and effective which strengthen services for residents.
- THEREFORE,** the Boone County Commission does hereby recognize Live Well by Faith, the Columbia/Boone County Department of Public Health and Human Services and the African American faith community for their dedication to reducing health disparities in our community, improving health outcomes for our African American citizens and making Boone County a place for everyone to live a healthy life.

IN TESTIMONY WHEREOF, this 16<sup>th</sup> Day of July, 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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 2019

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

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 10515 E. Serenity Circle, parcel #18-102-05-02-003.00 01.

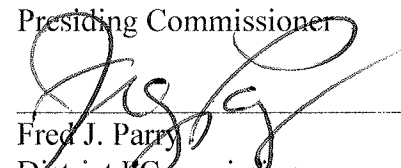
Done this 16th day of July 2019.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

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

|                           |   |                                      |
|---------------------------|---|--------------------------------------|
| In Re: Nuisance Abatement | ) | July Session                         |
| 10515 E. Serenity Circle  | ) | July Adjourned                       |
| Columbia, MO              | ) | Term 2019                            |
|                           | ) | Commission Order No. <u>293-2019</u> |

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

**NOW** on this 16<sup>th</sup> day of July 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 10515 E. Serenity Circle, Meadow Village Subdivision, Lot 11, a/k/a parcel# 18-102-05-02-003.00 01, Section 5, Township 48, Range 11 as shown in deed book 1352 page 0169, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 11<sup>th</sup> day of June to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

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

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

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

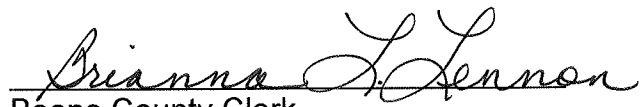
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment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

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

Boone County, Missouri  
By Boone County Commission

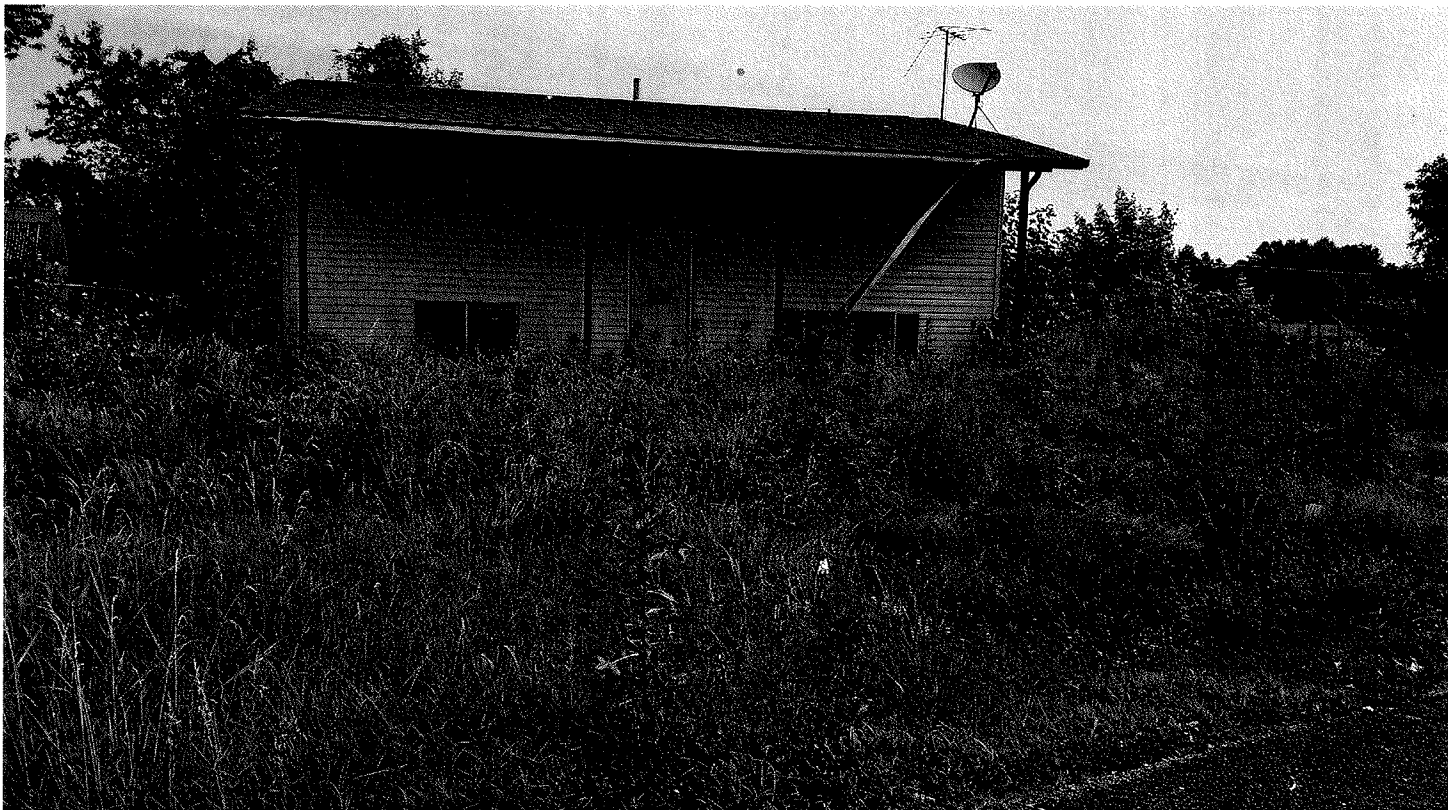
  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

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

DKB

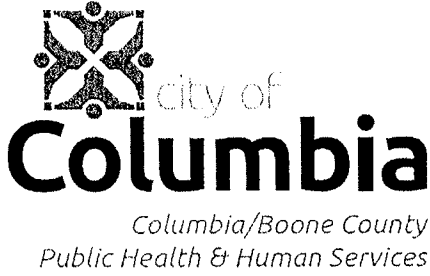
Photographs taken 7/2/19 @ ~ 10:10 am  
10515 E. Serenity Circle



Ernest Wayne Greenup  
10515 E. Serenity Circle  
Health Department nuisance notice - timeline

- 5/29/19: citizen complaint received
- 5/30/19: initial inspection conducted
- 6/1/19: notice of violation notice sent to owner, return receipt requested
- 6/11/19: owner notice claimed
- 7/2/19: reinspection conducted – violation not abated - photographs taken at ~ 10:10 am
- 7/3/19: hearing notice sent





## HEARING NOTICE

Ernest Wayne Greenup  
10515 E. Serenity Circle  
Columbia, MO 65202-8528

An inspection of the property you own located at 10515 E. Serenity Circle (parcel # 18-102-05-02-003.00 01) was conducted on May 30, 2019 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that the a hearing will be held before the County Commission on Tuesday, July 16, 2019 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 3rd day of

July 2019 by our



573.874.7781  
573.874.7758 fax



1065 W Worley Street  
Columbia, Missouri 65203



CofBoe.gov





Columbia/Boone County  
Public Health & Human Services



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

Ernest Wayne Greenup  
10515 E. Serenity Circle  
Columbia, MO 65202-8528

An inspection of the property you own located at 10515 E. Serenity Circle (parcel # 18-102-05-02-003.00 01) was conducted on May 30, 2019 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

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

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 1<sup>st</sup> day of June 2019 by BUR.



573.874.7781  
573.874.7756 fax



1005 W. Worley Street  
Columbia, Missouri 65203



Col-Bo.gov



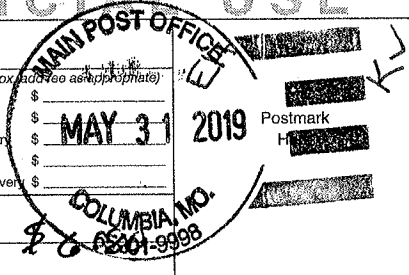
**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

9295 4986 9884 5626  
 7018 0040 0000 9884 5626

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

**OFFICIAL USE**

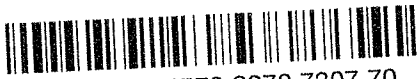
|  |    |                              |
|--|----|------------------------------|
| Certified Mail Fee   | \$ |                              |
| Extra Services & Fees (check box and fee as appropriate)     |    |                              |
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |                              |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |                              |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |                              |
| <input type="checkbox"/> Adult Signature Required            | \$ |                              |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |                              |
| Postage  | \$ |                              |
| <b>Total Postage and Fees</b>                                | \$ |                              |
| Sent To  |    |                              |
| Ernest Wayne Greenup   |    |                              |
| Street and Apt. No., or PO Box No.                           |    |                              |
| 10515 E Serenity Circle                                      |    |                              |
| City, State, ZIP+4®  |    |                              |
| Columbia, MO 65202-8528                                      |    |                              |
| PS Form 3800, April 2015 PSN 7530-02-000-9047                |    | See Reverse for Instructions |



**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
 Ernest Wayne Greenup  
 10515 E Serenity Circle  
 Columbia, MO  
 65202-8528



9590 9402 4573 8278 7307 70

2. Article Number (Transfer from service label)  
 0040 0000 9884 5626

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

Domestic Return Receipt



Kristine Vellema <kris.vellema@como.gov>

**Fwd: County Nusiance**

1 message

**Kala Tomka** <Michala.Wekenborg@como.gov>  
To: Kristine Vellema <kris.vellema@como.gov>

Wed, May 29, 2019 at 11:00 AM

For you

----- Forwarded message -----

From: **Donna Rivers** <Donna.Rivers@como.gov>  
Date: Wed, May 29, 2019 at 9:49 AM  
Subject: County Nusiance  
To: Kala Wekenborg-Tomka <Michala.Wekenborg@como.gov>

Caller states the grass is over 3 foot tall at 10515 E Serenity Circle.

Donna Rivers  
Senior Administrative Support Assistant  
Environmental Health  
Columbia/Boone County  
Department of Public Health and Human Services  
1005 W Worley, Columbia MO 65203  
573-874-7346

*5/30: weeds*

--  
Kala W. Tomka, MHA  
Environmental Public Health Supervisor  
Columbia/Boone County Public Health and Human Services  
573.874.7346 www.gocolumbiamo.com

*My e-mail address has changed to: michala.wekenborg@como.gov Thank you!*

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: michala.wekenborg@como.gov or by calling 5738747346.



Boone County, Missouri

Filed for record on October 8, 1997 at 9:19:22 clock A.M. in Boone County, Mo.

169

Document No. 21634 recorded in Book 1352 page 169 BETTIE JOHNSON, Recorder of Deeds.

Unofficial Document

QUIT-CLAIM DEED

THIS INDENTURE, Made on the 7th day of October A.D., One Thousand Nine Hundred and Ninety-Three by and between Becky Sue Greenup, a single person,

of the county of Boone, in the State of Missouri, party of the First Part, and Ernest Wayne Greenup, a single person, (Grantee's mailing address is) 10515 East Serenity Circle, Columbia

of the County of Boone and State of Missouri, party of the Second Part:

WITNESSETH, That the said party or parties of the First part in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party or parties of the Second Part, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to-wit:

Lot 11 MEADOW VILLAGE according to the Plat thereof recorded in Plat Book 10 Page 105 of the Boone County Records.

XXXXXX DEED OF CONVEYANCE BEING MADE BY THE FIRST PARTY TO THE SECOND PARTY FOR THE PURPOSE OF THE DEED OF CONVEYANCE MADE BY THE FIRST PARTY TO THE SECOND PARTY ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging, unto the said party or parties of the Second Part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the First Part, nor their heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

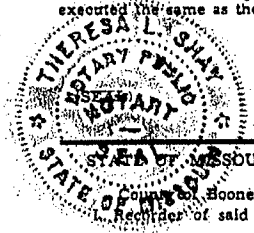
Signed, Sealed and Delivered in presence of us, Becky Sue Greenup

\*Erase this clause in case this Deed is not made in release of some other instrument.

STATE OF MISSOURI } ss. On this 7th day of October, 1993. County of BOONE } before me personally appeared Becky Sue Greenup, a single person.

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri the day and year first above written. My term expires June 19, 1997 Theresa L. Shay Notary Public



IN THE RECORDER'S OFFICE Recorder of said county, do hereby certify that the within instrument of writing was, at o'clock minutes M. on the day of A.D. 19, duly filed for record in this office. and has been recorded in Book Page IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid. (SEAL) Recorder

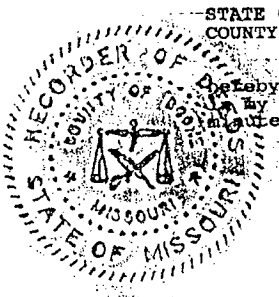
Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

170

## Unofficial Document

Document No. 21634



STATE OF MISSOURI )  
COUNTY OF BOONE ) SS.

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 8th day of October, 1997 at 9 o'clock and 19:29 minutes AM and is truly recorded in Book 1352 Page 169.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS

by *Lois Ashlock* deputy  
Lois Ashlock



Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

July Session of the July Adjourned

Term. 2019

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

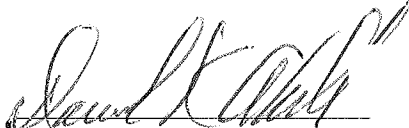


the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Bureau of Justice Assistance grant for the Justice and Mental Health Collaboration Program for Mental Health Court submitted by the 13<sup>th</sup> Judicial Circuit Court.

Done this 16th day of July 2019.

ATTEST:

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

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



**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication  
 Application  
 Changed/Corrected Application

\* 2. Type of Application:

- New  
 Continuation  
 Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

13th Judicial Circuit, Boone County

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

4360000349

\* c. Organizational DUNS:

0737559770000

d. Address:

\* Street1:

705 East Walnut Street

Street2:

\* City:

Columbia

County/Parish:

Boone

\* State:

MO: Missouri

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

65201-4448

e. Organizational Unit:

Department Name:

Treatment Court

Division Name:

Boone Co Mental Health Court

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

\* First Name:

Holly

Middle Name:

Jo Elizabeth

\* Last Name:

James

Suffix:

Title:

Grant Manager

Organizational Affiliation:

\* Telephone Number:

5738864232

Fax Number:

5738864247

\* Email:

holly.james@courts.mo.gov

Application for Federal Assistance SF-424

\* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

\* 10. Name of Federal Agency:

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.745

CFDA Title:

Criminal and Juvenile Justice and Mental Health Collaboration Program

\* 12. Funding Opportunity Number:

BJA-2019-15099

\* Title:

BJA FY 19 Justice and Mental Health Collaboration Program

13. Competition Identification Number:

BJA-2019-15102

Title:

Category 3: Implementation And Expansion

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

\* 15. Descriptive Title of Applicant's Project:

Boone County Mental Health Court will increase and expand services provided to participants with mental health and substance use disorders.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

\* a. Start Date:

\* b. End Date:

18. Estimated Funding (\$):

|                     |   |
|---------------------|---|
| * a. Federal        | <input type="text" value="504,909.00"/> |
| * b. Applicant      | <input type="text" value="0.00"/>       |
| * c. State          | <input type="text" value="0.00"/>       |
| * d. Local          | <input type="text" value="180,177.00"/> |
| * e. Other          | <input type="text" value="0.00"/>       |
| * f. Program Income | <input type="text" value="0.00"/>       |
| * g. TOTAL          | <input type="text" value="685,086.00"/> |

\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

- Yes  No

If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

|   |  |
|---|--|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL<br><input type="text" value="Completed on submission to Grants.gov"/> | TITLE<br><input type="text" value="Court Administrator"/>                            |
| APPLICANT ORGANIZATION<br><input type="text" value="13th Judicial Circuit, Boone County"/>                        | DATE SUBMITTED<br><input type="text" value="Completed on submission to Grants.gov"/> |

Standard Form 424B (Rev. 7-97) Back

## Budget Narrative File(s)

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\* Mandatory Budget Narrative Filename:

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To add more Budget Narrative attachments, please use the attachment buttons below.

**The following attachment is not included in the view since it is not a read-only PDF file.**

**Upon submission, this file will be transmitted to the Grantor without any data loss.**

**OJP Budget Detail Worksheet.xlsm**

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013  
Expiration Date: 02/28/2022

|   |  |  |
|---|--|--|
| <b>1. * Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input checked="" type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance  | <b>2. * Status of Federal Action:</b><br><input checked="" type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award | <b>3. * Report Type:</b><br><input checked="" type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change |
| <b>4. Name and Address of Reporting Entity:</b><br><input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee<br>* Name: 13th Circuit, Treatment Court, Holly James<br>* Street 1: 705 E. Walnut St. Street 2: _____<br>* City: Columbia State: MO: Missouri Zip: 65201<br>Congressional District, if known: 4   |  |  |
| <b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>   |  |  |
| <b>6. * Federal Department/Agency:</b><br>Bureau of Justice Assistance  | <b>7. * Federal Program Name/Description:</b><br>Criminal and Juvenile Justice and Mental Health Collaboration Program<br>CFDA Number, if applicable: 16.745                                 |  |
| <b>8. Federal Action Number, if known:</b>  | <b>9. Award Amount, if known:</b><br>\$ _____  |  |
| <b>10. a. Name and Address of Lobbying Registrant:</b><br>Prefix _____ * First Name: Michael Middle Name: _____<br>* Last Name: Grote Suffix: _____<br>* Street 1: 28 N. 8th Street, Ste 317 Street 2: _____<br>* City: Columbia State: MO: Missouri Zip: 65201   |  |  |
| <b>b. Individual Performing Services (including address if different from No. 10a)</b><br>Prefix _____ * First Name: Michael Middle Name: _____<br>* Last Name: Grote Suffix: _____<br>* Street 1: 28 N. 8th St, Ste 317 Street 2: _____<br>* City: Columbia State: MO: Missouri Zip: 65201   |  |  |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.<br>* Signature: Completed on submission to Grants.gov<br>* Name: Prefix _____ * First Name: Mary Middle Name: _____<br>* Last Name: Epping Suffix: _____<br>Title: Court Administrator Telephone No.: 5738864058 Date: Completed on submission to Grants.gov |  |  |
| <b>Federal Use Only:</b>  |  | Authorized for Local Reproduction<br>Standard Form - LLL (Rev. 7-97)   |





U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

OMB Number: 1121-0329  
Expiration Date: 11/30/2020

**Background**

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

**1. Name of Organization and Address:**

Organization Name: 13th Circuit, Boone County  
Street1: 705 E. Walnut St.  
Street2:  
City: Columbia  
State: MO: Missouri  
Zip Code: 65201

**2. Authorized Representative's Name and Title:**

Prefix: First Name: Middle Name:  
Mary Kathryn  
Last Name: Suffix:  
Epping  
Title:  
Court Administrator

3. Phone: 5738864058 4. Fax: 5738864070

5. Email: mary.epping@courts.mo.gov

6. Year Established: 1820 7. Employer Identification Number (EIN): 4360000349 8. DUNS Number: 0737559770000

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)?  Yes  No

If "No" skip to Question 10.

If "Yes" skip to Questions 9. b) and 9. c).



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

OMB Number: 1121-0329  
Expiration Date: 11/30/2020

**AUDIT INFORMATION**

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of paying the tax described in 26 U.S.C. 511(a)?

Yes  No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

Yes  No

If "Yes", refer to "Additional Attachments" under "What an Application Should Include" in the OJB solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For the purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

- "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- Financial Statement Audit
- Defense Contract Agency Audit (DCAA)
- Other Audit & Agency (list type of audit):

The court underwent an audit from the state's auditor office.

None (if none, skip to question 13)

11. Most Recent Audit Report Issued:  Within the last 12 months  Within the last 2 years  Over 2 years ago  N/A

Name of Audit Agency/Firm: Rubin Brown (one was underway in April 2019, but isn't available yet)

**AUDITOR'S OPINION:**

12. On the most recent audit, what was the auditor's opinion?

- Unqualified Opinion
- Qualified Opinion
- Disclaimer, Going Concern or Adverse Opinions
- N/A: No audits as described above

Enter the number of findings (if none, enter "0"):

Enter the dollar amount of questioned costs (if none, enter "\$0"):

Were material weaknesses noted in either the report or opinion?  Yes  No

13. Which of the following best describes your accounting system:

- Manual
- Automated
- Combination of Manual and Automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

Yes  No  Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by budget cost categories shown in the approved budget?

Yes  No  Not Sure



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

OMB Number: 1121-0329  
Expiration Date: 11/30/2020

|   |   |
|---|---|
| 16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |
| 17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure |
| 18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |
| 19. Is the applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Sure |
| <b>PROPERTY STANDARDS AND PROCUREMENT STANDARDS</b>   |   |
| 20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds: (1) a description of the property; (2) an identification number; (3) the source of the funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of acquisition cost; (8) location and condition of the property; (9) ultimate disposition information? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |
| 21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for an analysis of lease and purchase alternatives; and (3) set out a process for soliciting goods and services and (4) include standards of conduct the address conflicts of interest?   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |
| 22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |
| 22. b) Do the applicant entity's procurement polices and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure |
| 23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system ( <a href="http://www.sam.gov">www.sam.gov</a> ) for suspended or debarred sub-grantees and contractors, prior to award?                              | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Sure |
| <b>TRAVEL POLICY</b>  |   |
| <p>24. Does the applicant entity:</p> <p>(a) maintain a standard travel policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(b) adhere to the Federal Travel Regulation? (FTR) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>   |   |



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

OMB Number: 1121-0329  
Expiration Date: 11/30/2020

SUBRECIPIENT MANAGEMENT AND MONITORING

25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?

- Yes  No  Not Sure  
 N/A - Applicant does not make subawards under any OJP awards

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

- Yes  No  Not Sure  
 N/A - Applicant does not make subawards under any OJP awards

27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual who is suspended or debarred from such subawards?

- Yes  No  Not Sure  
 N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

- Yes  No  Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

Phone:

Email:

(d) Reason for "high risk" status, as set out by the federal agency:

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR") or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name:

Date:

Title:  Executive Director  Chief Financial Officer  Chairman  
 Other:

Phone:

## Other Attachment File(s)

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\* Mandatory Other Attachment Filename:

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To add more "Other Attachment" attachments, please use the attachment buttons below.

| <b>Boone County Mental Health Treatment Court<br/>Project Time and Task Plan<br/>BJA Enhancement Grant</b> |   |   |
|--|---|---|
| <b>Goal #1<br/>Increase transportation options for participants to make it to scheduled appointments.</b>  |   |   |
| <b>Objectives</b>  | <b>Activities and Timeframe</b>   | <b>Person Responsible</b>   |
| Provide transportation options when participant has no other options.                                      | Confer with local taxi companies as well with Uber about setting up a business account, where the Court is able to request transportation for a participant and schedule such.<br><b>August 2019</b>          | Treatment Court Administrator, Grant Manager, and 13 <sup>th</sup> Judicial Administration  |
|  | Create contract with transportation service to include services rendered, scheduling, billing, etc.<br><b>September 2019</b>  | Treatment Court Administrator, Grant Manager, and 13 <sup>th</sup> Judicial Administration  |
|  | Begin providing additional transportation options to participants<br><b>October 2019 and ongoing</b>  | Treatment Court Administrator, contracted transportation provider(s)                        |
| <b>Goal #2<br/>Enhance housing services to assist participants with stable housing.</b>                    |   |   |
| <b>Objectives</b>  | <b>Activities and Timeframe</b>   | <b>Person Responsible</b>   |
| Assist participants with transitional living/housing.  | Discuss with local sober living housing providers about partnering with Treatment Court to provide quick, safe, stable housing for participants.<br><b>August 2019</b>  | Treatment Court Administrator, Treatment Court Commissioner, Local stable housing providers |
|  | Create MOU for participant screening process, billing, moving in time frame<br><b>September 2019</b>  | Treatment Court Administrator, Grant Manager, Local stable housing providers                |
|  | Assist with transitional housing needs as needed.<br><b>October 2019 and ongoing</b>  | Treatment Court Administrator   |
| <b>Goal #3<br/>Increase access to mental health and substance use disorder medications.</b>                |   |   |
| <b>Objectives</b>  | <b>Activities and Timeframe</b>   | <b>Person Responsible</b>   |
| Increase participant access to treatment medication.   | Contact local pharmacies and begin process of creating accounts and procedures for billing for participant medication. Compare pricing of most common medications, decide which medications will be filled at | Treatment Court Administrator, Grant Manager, Local Pharmacies                              |

|   |  |  |
|---|--|--|
|   | which provider based on cost/ease of prescription filling.<br><b>August 2019.</b>  |  |
|   | Create prescription filling/billing process with providers.<br><b>September 2019.</b>  | Treatment Court Administrator, Grant Manager.  |
|   | Assist with medication filling as needed.<br><b>October 2019 and ongoing</b>   | Treatment Court Administrator,   |
| <b>Goal #4</b>  |  |  |
| <b>Increase utilization of recovery support services, including peer support.</b> |  |  |
| Increase usage of peer support  | Contact local treatment providers about peer support availability and cost.<br><b>August 2019</b>                                | Treatment Court Administrator, Local Treatment Providers                               |
|   | Draft MOU with local treatment providers on how peer support will be utilized (hours, cost, job duties)<br><b>September 2019</b> | Treatment Court Administrator, Treatment Court Commissioner, Local Treatment Providers |
|   | Begin using peer support as tool to enhance recovery services<br><b>October 2019 and ongoing</b>                                 | Treatment Court Administrator, Local Treatment Providers                               |

# Thirteenth Judicial Circuit Court Mental Health Court Team Memorandum of Understanding

The Thirteenth Judicial Circuit Court, having united in purpose with the Missouri State Probation and Parole office, Burrell Behavioral Health, New Horizons, Reality House, Compass Health agree to collaborate in an effort to address mental health and substance use disorder treatment for individuals involved in the criminal justice system in Boone County. In an effort to support a comprehensive program of services to meet the needs of qualified participants, the Boone County Mental Health Court Team commits to the following:

**TREATMENT COURT COMMISSIONER:** The 13<sup>th</sup> Judicial Circuit agrees to provide a Treatment Court Commissioner who will preside over the Mental Health Court. The Treatment Court Commissioner is responsible for adhering to the Missouri Treatment Court Rules and all revision to the rules with special consideration being given to the promulgation of any community-based rules deemed necessary for the success of the Mental Health Court. As a member of the Mental Health Court Team, the Treatment Court Commissioner will preside over the Court proceedings and monitor appropriate application of disciplines, sanctions, and incentives while maintaining the integrity of the Court.

**TREATMENT COURT ADMINISTRATOR:** As a member of the Mental Health Court Team the assigned Administrator will be responsible for maintaining individual files on participants, compiling statistical data, preparation and management of Mental Health Court dockets, soliciting community support through education and linkages in an effort to enhance services available to the participant.

**DEFENSE COUNSEL:** As a member of the Mental Health Court Team the Defense Counsel will represent the participant by actively participating in staffing of cases, and interact in a non-



# Thirteenth Judicial Circuit Court Mental Health Court Team Memorandum of Understanding

adversarial manner to address revocations, pleas, and application of sanctions and incentives as they apply to the participant.

**PROSECUTING ATTORNEY:** As a member of the Mental Health Court Team the Prosecuting Attorney will represent the interest of public safety by actively participating in staffing of cases, and interact in a non-adversarial environment which focuses on the benefits of therapeutic program outcomes, promoting a sense of a unified team member, and advocates for effective incentives and sanctions for program compliance or lack thereof.

## **DESIGNATED SUBSTANCE USE DISORDER AND MENTAL HEALTH TREATMENT**

**PROVIDERS:** As a member of the Mental Health Court Team the designated Treatment Providers will conduct a screening assessment on each participant, participate in weekly staffing, attend court hearings, provide treatment recommendations to the Court. In addition, the treatment provider will identify and provide a continuum of care for participants while advocating on behalf of the client and for the integrity of the Court.

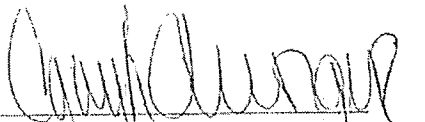
**OFFICE OF PROBATION AND PAROLE:** As a member of the Mental Health Court Team the assigned Probation Officer will be responsible for implementing the appropriate supervision level based on established measures, provide case management role by providing community linkages and referrals to appropriate agencies, monitor accountability of social activities and home environment of the participant, as well as provide staffing reports and attend court hearings.

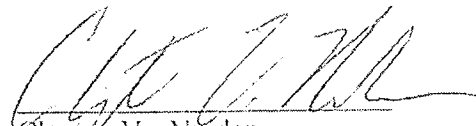
**NOTE:** Each team member will be responsible for dissemination of information to their respective agency with regard to confidentiality laws that apply specifically to Mental Health Court participants. Likewise the sharing of information between team members is a vital part of

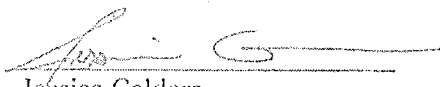
# Thirteenth Judicial Circuit Court Mental Health Court Team Memorandum of Understanding

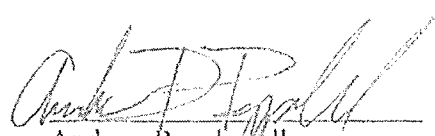
working as a Team. Team members will also be charged with the education of peer professionals on the program and develop community linkages which enhance the effectiveness of the program.

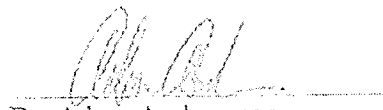
In creating this partnership and uniting in a single goal of addressing an underlying problem affecting our community, we are pledged to enhance communication between the courts, law enforcement and treatment programs. Through this linkage of services, we expect wider participation and greater effectiveness in addressing mental health and substance use disorder offenders involved in the criminal justice system.

  
Casey Clevenger  
Treatment Court Commissioner

  
Clayton VanNurden  
Treatment Court Administrator

  
Jessica Caldera  
Assistant Prosecuting Attorney

  
Andrew Popplewell  
Private Defense Counsel

  
Dr. Adam Andreassen  
Burrell Behavioral Health

  
Courtney Pollard  
Reality House

  
Becki Baird  
Compass Health

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



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4307 • FAX 573-886-4311

# Boone County Commission

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July 9, 2019

To Whom it May Concern:

I am pleased to support the efforts of the 13<sup>th</sup> Judicial Circuit, Boone County, in their application for an enhancement grant through the Justice and Mental Health Collaboration Program, through the Bureau of Justice Assistance. This proposal will improve the Boone County Mental Health Court program by expanding services offered to participants.

The county has supported the Mental Health Court since it was established in 2003. We also approved its expansion to include more participants in the last two years. As a county that has signed on to the Stepping Up Initiative, we have continued to look for ways to improve the outcomes for those in the criminal justice system who have mental health conditions. I am confident the proposed project outlined in this request will enhance the program and assist in providing successful outcomes for participants and their families.

Again, I support the efforts of the 13<sup>th</sup> Circuit, Boone County Mental Health Court, and their enhancement grant application for the Mental Health Court program.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel K. Atwill". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Daniel K. Atwill  
Presiding Commissioner  
Boone County

Boone County Mental Health Court does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

## Key Personnel, 13<sup>th</sup> Circuit, Boone County, Mental Health Court

Commissioner Casey Clevenger – this is the Treatment Court Commissioner who oversees all 13<sup>th</sup> Circuit treatment courts, including Mental Health Court. She was appointed to this role by the Court in 2015.

Clayton VanNurden – this is the Treatment Court Administrator. He oversees Boone County DWI Court, Mental Health Court; and 13<sup>th</sup> Circuit Veterans Court. He has been with the court as an administrator since 2012.

Holly James – this is the Administrative Assistant/ Grant Manager for the Boone County treatment courts. She has been with the court since 2014, in several different roles. She will be the primary contact for this grant and be responsible for the budgetary functions.

Mary Epping – this is the Court Administrator for the 13<sup>th</sup> Circuit. She works for the judges and has oversight over court staff. She has been with the court since 2010.



# Circuit Court of Missouri

## Thirteenth Judicial Circuit

### JOB DESCRIPTION

**Position:** Treatment Court Commissioner  State  County  
**Department:** Treatment Courts  
**Reports to:** Court en Banc  
**Position Status:** Regular, Full-Time **Exemption Status:** Exempt - 0  
**Salary Range:** \$133,716 **Last Revised:** 9/6/15

#### Definition of Work:

The Drug Court Commissioner will preside over multiple treatment courts including drug court, mental health court, DWI court and veteran's treatment court. The Commissioner will be expected to attend training in multiple areas such as judicial leadership, constitutional law, ethics and confidentiality, addiction and treatment, drug testing, and current best practices as applied to treatment courts. The Commissioner will also be responsible for the ongoing training and education for all team members, and provide strategic leadership for the future of treatment courts. The Commissioner should be available to travel to both national and state conferences and trainings held throughout each year.

#### Examples of Work Performed

These examples do not cover all of the work which may be performed as part of this position.

- Presiding over all assigned Treatment Courts in the 13<sup>th</sup> Circuit.
- Advises the Court en Banc regarding the courts and initiatives and is responsible for keeping the Court en Banc informed concerning general developments within the programs and to immediately report matters of significance.
- Works with the Court Administrator and the Treatment Court Administrator to establish policies and procedures relating to the operation of the assigned courts.
- Plans and implements strategies to encourage collaboration and partnership with federal, state, and local agencies and organizations to further the general understanding and acceptance of the Treatment Court programs.
- Represents the court in meetings with public and private agencies, the news media and the public in general.
- Prepares and/or maintains the operating manuals, participant information packets, public information packets and other materials the appropriate treatment teams deem necessary.
- Provides support to court participants by locating and recommending community resources; networking with service providers; and identifying resources for financial aid to offset the cost of medical treatment.
- Consults and collaborates with attorneys, service providers and other staff members regarding the progress of court participants in the court programs.

### **Required Knowledge, Skills and Abilities**

- Thorough knowledge of court procedures, legal documents, laws and legal factors pertaining to the court system.
- Thorough knowledge of the organization, functions, responsibilities and procedures of the court system.
- Considerable knowledge of the modern principles and practices of public and judicial administration.
- Knowledge of Treatment Courts, especially DWI Court, Mental Health Court, or Veterans Treatment Court; mental health diagnoses and treatment, chemical addiction, substance abuse treatment, the special needs of those suffering from a mental illness in the court system, substance abuse and individuals with co-occurring disorders, and principles associated with the operation of an alternative sentencing court.
- Strong ability to establish and maintain effective working relationships with judges, court officials, attorneys, service providers, and the general public.
- Ability to organize, direct, and coordinate team meetings, training sessions and public forums in an effective manner.
- Ability to communicate ideas clearly and concisely, both orally and in writing.
- Ability to make oral presentations to justice system employees and the general public.

### **Physical Demands**

The majority of work is performed in a professional office setting and is generally sedentary. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Position requires continuous sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. Frequent side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 25 lbs. from below waist to above shoulders and transporting distances up to 50 yards. Occasional squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate objects; lifting objects weighing 20-35 lbs from below waist to above shoulders and transporting distances up to 50 feet.

### **Work Environment**

This job operates in a professional office environment. Professional attire required. Employee's presence at the work site is required to complete the job. This position routinely uses office equipment such as computers, calculators, multi-line telephones, photocopiers, printers and scanners, hand-held recording devices, filing cabinets and fax machines. This position is routinely in contact with the public, witnesses,

defendants, victims, law enforcement agencies, court employees, attorneys, and members of other entities.

**Required Minimum Education and Experience**

The following statement represents the minimum education and experience which will be used to determine qualifications of applicants. Equivalent substitution may be permitted in case of deficiencies of either experience or education. Education above the minimum stated may be substituted for up to two years of the required experience; experience in a similar position with similar job responsibilities may be substituted on a year for year basis for the required education.

The person selected for this position must be at least 25 years of age, licensed to practice law in Missouri, a qualified voter of Missouri and a resident of the 13th Circuit at the time of appointment. It is preferred that applicants have 5-10 years of experience in criminal law.



# CASEY L. CLEVINGER

612 Canterbury Drive Fulton, MO 65251  
(765) 661-4869 [calpacc@callawaycounty.org](mailto:calpacc@callawaycounty.org)

## BAR ADMISSION

Missouri Bar, *October 12, 2006*

## EDUCATION

**Thomas Jefferson School of Law, San Diego, CA, *Juris Doctor Degree***

- LSAT Scholarship for 2003-2004 Academic Year, Partial Academic Scholarship for 2005-2006 Academic Year
- Fellow, Center for Law and Social Justice
- Pro Bono Honors Program
- Advanced research certification for cases, statutes and secondary sources from Westlaw

**Nice Law School, Nice, France, *Summer 2004***

- Study Abroad Program hosted by Hofstra School of Law
- Studied Comparative Constitutional Law with U.S. Supreme Court Justice Ginsberg

**Ball State University, Muncie, IN, *Bachelor of Science Degree, Criminal Justice and Political Science***

- Alpha Phi Sigma, Criminal Justice National Honor Society, President

## LEGAL EXPERIENCE

**Callaway County Prosecuting Attorney's Office, Fulton, MO**

*Assistant Prosecuting Attorney, December 2006 to Present*

Manage a caseload specializing in alcohol and drug related offenses and domestic violence. Make court appearances, argue motions and conduct trial work. Train law enforcement officers and prosecutors on criminal law. (See attachment for relevant trainings.)

**City of Fulton, Fulton, Missouri**

*Prosecuting Attorney (Elected), January 2010 to Present*

Handle all aspects of every case sent through municipal court, from charging decision to trial.

**City of Auxvasse, Auxvasse, Missouri**

*Prosecuting Attorney (Appointed), January 2010 to Present*

Handle all aspects of every case sent through municipal court, from charging decision to trial.

**City of New Bloomfield, New Bloomfield, Missouri**

*Municipal Court Judge (Appointed), January 2010 to Present*

Preside over Municipal ordinance violations brought into Municipal Court.

## **COMMUNITY SERVICE / VOLUNTEER WORK**

**Committee for Best Practices on Driving While Intoxicated Enforcement,  
State of Missouri**

*Chair, December 2014 to Present*

**Crime Lab Working Group, State of Missouri**

*Member, June 2011 to Present*

**Coalition Against Rape and Domestic Violence, Callaway County**

*Board Member, September 2010 to Present*

**Fulton Rotary Club, Fulton, MO**

*Member, September 2010 to Present; Chair, G.W. Law, Law Enforcement Officer of the Year Award*

**Callaway County Bar Association**

*President, September 2010 to January 2015*

**Pendleton State Penitentiary, Pendleton, IN**

*Program Coordinator and Volunteer, August 2000 to May 2003*



# Circuit Court of Missouri

## Thirteenth Judicial Circuit

### JOB DESCRIPTION

**Position:** Treatment Court Administrator  State  County  
**Department:** Treatment Courts  
**Reports to:** Court Administrator  
**Position Status:** Regular, Full-Time **Exemption Status:** Exempt - 0  
**Salary Range:** \$46,530 - \$49,442 (Range 42) **Last Revised:** 9/6/18

#### Definition of Work:

This is a highly responsible administrative and managerial position involving overall direction, coordination and planning of services within the Treatment Courts. This position may administer the Mental Health Court, DWI Court, and Veterans Court Programs, or any similar Treatment Court program as directed. Work is performed under the supervision of the Court Administrator of the 13th Judicial Circuit in coordination with the Treatment Court Commissioner, and state-paid Treatment Court Administrator. The employee is expected to perform job administrative functions with minimal supervision. The employee will be responsible for the management and administrative duties of running multiple courts. This work includes developing budget requests, establishing procedures and overseeing day-to-day operations. Responsibilities also include primary liaison with outside agencies and the on-going development, evaluation, and function of programs.

#### Examples of Work Performed

These examples do not cover all of the work which may be performed as part of this position.

- Manages and coordinates administrative services for the assigned Treatment Courts, which includes budgeting, accounting and finance, personnel, court automation, case processing, and related administrative services.
- Works with the Court Administrator and the Treatment Court Commissioner to establish policies and procedures relating to the operation of the assigned courts.
- Monitors, coordinates and evaluates the effectiveness of court programs through process and outcome studies to determine requirements for program modification.
- Identifies and makes recommendations concerning the needs of the assigned courts, including the establishment of goals and priorities within the program.
- Prepares, administers and monitors contracts for services.
- Works with the Treatment Court staff to prepare and make application for local, state and federal grants that would assist with the operation of the assigned courts.
- Plans and implements strategies to encourage collaboration and partnership with federal, state, and local agencies and organizations to further the general understanding and acceptance of the Treatment Court programs.

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- Represents the court in meetings with public and private agencies, the news media and the public in general.
- In consultation with the Court Administrator and Treatment Court Commissioner, recommends, approves and monitors research activity.
- Prepares and/or maintains the operating manuals, participant information packets, public information packets and other materials the appropriate treatment teams deem necessary.
- Provides support to court participants by locating and recommending community resources; networking with service providers; and identifying resources for financial aid to offset the cost of medical treatment.
- Consults and collaborates with attorneys, service providers and other staff members regarding the progress of court participants in the court programs.
- Provides information to court participants on program requirements and court expectations for their participation in the assigned court programs.
- Is responsible for keeping the Court Administrator informed concerning general developments within the programs and to immediately report matters of significance.
- Compiles data on the operation of the assigned courts, and documents services provided to court participants. Prepares and submits an annual report and such other comprehensive reports as may be requested by the Court Administrator.
- Prepares and submits an annual report and such other comprehensive reports as may be requested by the Court Administrator.

#### **Required Knowledge, Skills and Abilities**

- Thorough knowledge of court procedures, legal documents, laws and legal factors pertaining to the court system.
- Thorough knowledge of the organization, functions, responsibilities and procedures of the court system.
- Considerable knowledge of the modern principles and practices of public and judicial administration.
- Some knowledge of Treatment Courts, especially DWI Court, Mental Health Court, or Veterans Treatment Court; mental health diagnoses and treatment, chemical addiction, substance abuse treatment, the special needs of those suffering from a mental illness in the court system, substance abuse and individuals with co-occurring disorders, and principles associated with the operation of an alternative sentencing court.
- Some knowledge of basic accounting, grant management, and modern automated systems.

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- Strong ability to establish and maintain effective working relationships with judges, court officials, attorneys, service providers, and the general public.
- Ability to organize, direct, and coordinate team meetings, training sessions and public forums in an effective manner.
- Ability to communicate ideas clearly and concisely, both orally and in writing.
- Ability to make oral presentations to justice system employees and the general public.

### **Physical Demands**

The majority of work is performed in a professional office setting and is generally sedentary. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Position requires continuous sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. Frequent side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 25 lbs. from below waist to above shoulders and transporting distances up to 50 yards. Occasional squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate objects; lifting objects weighing 20-35 lbs from below waist to above shoulders and transporting distances up to 50 feet.

### **Work Environment**

This job operates in a professional office environment. Professional attire required. Employee's presence at the work site is required to complete the job. This position routinely uses office equipment such as computers, calculators, multi-line telephones, photocopiers, printers and scanners, hand-held recording devices, filing cabinets and fax machines. This position is routinely in contact with the public, witnesses, defendants, victims, law enforcement agencies, court employees, attorneys, and members of other entities.

### **Required Minimum Education and Experience**

The following statement represents the minimum education and experience which will be used to determine qualifications of applicants. Equivalent substitution may be permitted in case of deficiencies of either experience or education. Education above the minimum stated may be substituted for up to two years of the required experience; experience in a similar position with similar job responsibilities may be substituted on a year for year basis for the required education.

Graduation from a four-year college or university with major course work in judicial administration, public or business administration, sociology, psychology, criminal justice or a related field, and three years of responsible professional experience in management or criminal justice and one year of responsible professional experience in management or administration.

# Clayton VanNurden

4003 Treetop Lane  
Columbia, Missouri 65202  
573-289-3395 • claytonv@live.com

## OBJECTIVE

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To transition into the OnTrack program Court Administrator position as seamlessly as possible utilizing my vast experience with Reintegration Court as well as the OnTrack program. My ability to work with all facets of the program will stem from my broad knowledge of court programs and community supervision and will allow me to successfully complete a broad range of tasks from arranging for the timely release of clients to completing orders prepared by the Judge. It is my goal to keep the program running as smoothly as possible in addition to satisfying the needs of the court, the OnTrack program, and the participants.

## EXPERIENCE

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**Probation and Parole Officer - *State of Missouri* – November 2004 - Present**  
***Boone County***

Supervise clients placed on probation and parole supervision through the Court and/or the Parole Board. Ensure the conditions of probation and parole are being adhered to and working with the clients to overcome obstacles which may hinder success on probation and parole supervision. Write weekly reports to the Court to provide summary of activity since last Court appearance. Write reports to the Court and Parole Board summarizing violations and making recommendations to address problematic behavior. Keep inventory and order urinalysis supplies as well as maintain monthly logs on office utilization of urinalysis tests.

- OnTrack program supervising officer (January 2012 – present)
- Reintegration Court supervising officer (October 2007 – April 2011)
- Pathway to Change facilitator
- Urinalysis coordinator

**Probation and Parole Officer – *State of Missouri* – December 2003 –**  
***Moberly Correctional Center* November 2004**

Write reports to inform the Parole Board and Court on activity of confined offenders and to make recommendations in regards to potential release of these offenders. Coordinate with other probation and parole offices to ensure proper release of offenders as well as providing the offender with the expectation of probation and parole supervision by going over the conditions of probation and parole.

**Salesperson – *Westlake Hardware* June 2000 – December 2003**

Assist customers in finding solutions to household problems as well as provide suggestions on hardware and tools necessary to complete the job. Perform cashier duties on an as needed basis.

## EDUCATION

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**University of Missouri - Columbia- *Bachelor of Science* August 1998 – May 2003**  
***in Psychology***

## REFERENCES

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References available upon request.



# Circuit Court of Missouri

## Thirteenth Judicial Circuit

### JOB DESCRIPTION

**Position:** Administrative Assistant/Grant Manager  State  County  
**Department:** Treatment Courts  
**Reports to:** Court Administrator  
**Position Status:** Regular  
**Salary Range:** \$32,926 - \$34,986  
**Exemption Status:** Non-Exempt  
**Last Revised:** 9/6/18

#### Definition of Work:

Under general supervision, the Administrative Assistant/Grant Manager monitors and assists in administration of grant funding for the Alternative Sentencing Courts for the 13<sup>th</sup> Judicial Circuit Court and performs clerical support for the Alternative Sentencing department.

#### Examples of Work Performed

These examples do not cover all of the work which may be performed as part of this position.

- Performs a variety of legal office support work; prepares letters, correspondence, forms and other documents; receives, sorts, processes and distributes incoming mail; maintains copies of documents; operates computers, maintains, monitors and updates files and databases; generates computer reports; performs word processing; operates office equipment; assists the public as needed; answers division phone lines and e-mail and directs inquiries to the appropriate staff.
- Compiles quarterly reports regarding the number of cases filed and disposed for each of the Treatment Courts; monitors cases and recidivism rates for defendants; compiles and sends information to all judges, commissioners, and the court administrator.
- Participates in planning, development, installation and maintenance of general accounting and other fiscal functions, including budget planning and expenditure control; processes invoices, identifies appropriate funding sources, and tracks and reconciles account balances.
- Identifies, researches, drafts, applies for, and monitors grant funding for the Treatment Courts; completes required reports for grants; completes monthly reimbursement claims, status reports and annual reports for applicable grants.
- Serves as a liaison with Treatment Courts team members and agencies and assists with docket preparation, program documentation, and court facilitation as needed; enters data into court software programs and databases, including participant information and fees due; prepares reports from information.
- Prepares reports for each of the Treatment Courts; compiles statistics and financial data for various regular and special reports; responsible for gathering information and creating the annual report.

- Performs other duties as assigned.

### **Required Knowledge, Skills and Abilities**

- Knowledge of personal computers and standard software applications related to legal support work.
- Advanced knowledge of filing and electronic record keeping systems.
- Advanced knowledge of English grammar, punctuation, and spelling; advanced skill in communicating effectively using the English language, both orally and in writing.
- Advanced knowledge of legal processes and terminology.
- Advanced knowledge of the criminal justice system in the State of Missouri.
- Skill in mathematics sufficient to maintain a balanced budget using addition, subtraction, multiplication, and division.
- Skill in building and maintaining rapport and cooperation with individuals in stressful and highly emotional situations.
- Skill in the ability to work well with other employees, court professionals and the public.
- Advanced skill in application of state and federal guidelines, rules, and statutes to perform essential functions of position.
- Advanced skill in discretion and maintaining confidential information.
- Advanced skill in reading and preparing legal documents.
- Advanced skill in grant writing, reporting and application process.
- Ability to work independently and follow instructions.
- Ability to maintain a high level of accuracy and attention to detail.
- Ability to learn and apply policies, procedures, documents and terminology affecting assigned functions.
- Ability to plan, organize and supervise the work of others.

### **Physical Demands**

The majority of work is performed in a professional office setting and is generally sedentary. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Position requires continuous sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. Frequent side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 25 lbs. from below waist to above shoulders and transporting distances up to 50 yards. Occasional squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate objects; lifting objects weighing 20-35 lbs from below waist to above shoulders and transporting distances up to 50 feet.

### **Work Environment**



This job operates in a professional office environment. Professional attire required. The employee's physical presence at the work site is required to complete the job. This position routinely uses office equipment such as computers, calculators, multi-line telephones, photocopiers, printers and scanners, hand-held recording devices, filing cabinets and fax machines. This position is routinely in contact with the public, witnesses, defendants, victims, law enforcement agencies, court employees, attorneys, and members of other entities.

**Required Minimum Education and Experience**

The following statement represents the minimum education and experience which will be used to determine qualifications of applicants.

Bachelor's degree in accounting, business administration, public administration, criminal justice or related field, plus one year of clerical or office management experience and one year of accounting or bookkeeping experience.

**PREFERRED QUALIFICATIONS:**

One year of experience in grant writing, and one year experience in a criminal justice or legal field.

EOE & in Compliance with ADA

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1130 County Road 2505, Moberly, MO 65270 | 660.833.9693 | hollyjo\_james@yahoo.com

**BACHELORS OF SCIENCE | NOVEMBER 2013 | UNIVERSITY OF PHOENIX (PHOENIX, ARIZONA)**

- Criminal Justice Administration with a Concentration in Human Service

**ADMINISTRATIVE ASSISTANT/ GRANT MANAGER | 13<sup>TH</sup> CIRCUIT TREATMENT COURT | COLUMBIA, MO  
AUGUST 2018-PRESENT**

- General administrative assistant duties
- Maintain contracts, and acts as liaison between treatment court and agencies
- Process invoices and balances budgets
- Primary contact for all grant and budgetary functions of treatment court

**ADMINISTRATIVE ASSISTANT | 13<sup>TH</sup> CIRCUIT COURT-ADULT COURT SERVICES | COLUMBIA, MO  
AUGUST 2017-AUGUST 2018**

- Assist defendants checking in for bond supervision, probation, home detention, and cost/fines.
- General administrative assistant duties
- Maintain and order office supplies
- Send/receive reports sent to the ACS mailbox
- Schedule and maintain the Department of Corrections video docket

**COURT CLERK II | 13<sup>TH</sup> CIRCUIT COURT-BOONE COUNTY COURTHOUSE | COLUMBIA, MO  
MAY 2014-AUGUST 2017**

- Communicating with court staff, judges, general public, jail, and parties daily regarding cases
- Assign and set cases from trial request docket
- Maintaining judges' schedules, conflicts, and calendars
- Assist clerks and judges in and out of the courtroom
- General administrative assistant duties

**CLAIMS SERVICE ASSISTANT | KELLY SERVICES (DBA STATE FARM INSURANCE) | COLUMBIA, MO  
AUGUST 2013-MAY 2014**

- Submit auto claims for claimants and policyholders
- Answer basic insurance questions about auto policies
- Assess and fulfill customer needs
- General office duties

**COOK/CLERK | CASEY'S GENERAL STORES | STURGEON, MO  
AUGUST 2007-AUGUST 2013**

- Customer service- answer phones, take food orders and prepare food, vendor orders,
- Count money and use cash register, perform inventory control, stock shelves
- Train new employees

**YOUTH CARE SPECIALIST | GREAT CIRCLE (DBA BOYS AND GIRLS TOWN OF MISSOURI) | COLUMBIA, MO  
FEBRUARY 2012-JULY 2012**

- Level 4+ residential treatment facility for juveniles age 7-19
- Work directly with treatment team, social workers, and therapists to rehabilitate juveniles
- Contribute to the daily care of delinquent juveniles, including transport to court, doctors, etc.
- Distribute medication and first-aid, write incident reports and case notes
- Implement treatment plans with professionals and maintain confidentiality

## MANAGEMENT

- I type 60+ wpm which has been essential in my success as a clerk and administrative assistant. I am also proficient in Microsoft Office programs such as Word, Excel, and PowerPoint, as well as many forms of office equipment (i.e. multi-line phone systems, facsimile, copier, scanner, etc.).
- I was able to achieve my undergraduate degree through online education forum, while also working full time and raising a family. Through this I gained essential skills in time management, self-motivation, and organization.
- I learn new tasks easily and have advanced quickly in each of my roles. This has allowed me the opportunity to manage my workload as well as train others with little to no supervision.

## COMMUNICATION

- In my various positions within the Boone County Courthouse, I have assisted both directly and indirectly in implementing essential and positive changes to the way that dockets are conducted. This has greatly improved both the communication and respect between the courts, attorneys, and jail.
- While working as a Youth Care Specialist, I gained knowledge and understanding of the importance of communication. Many of these youth came from disorderly homes with little social skills. Therefore it was essential to my job that I learn to communicate with different types of personalities as well as interpret and assess others' needs to de-escalate negative situations as well as recognize and award positive ones.

## LEADERSHIP

- In high school, I was active in many clubs, including BETA club, Spanish Club (Treasurer), Art Club (Secretary), and Business Professionals of America. Within these clubs, I took on many leadership roles as well as competed in competitions locally, state-wide, and nationally receiving several awards.
- In college, I participated in many group activities and assignment, often taken on project lead roles. Through this I have learned to assess the abilities/needs of everyone in the group and delegate duties, as well as help to maintain structure within the group and time lines for completing tasks.
- In the workplace, I enjoy taking on leadership responsibilities and seeking out new innovative ways to improve projects I am working on or any role I am given. This is also true for any area of my life- personal, education, and professional.



# Circuit Court of Missouri

## Thirteenth Judicial Circuit

### JOB DESCRIPTION

**Position:** Court Administrator  State  County  
**Department:** Court Administration  
**Reports to:** Presiding Judge  
**Position Status:** Regular, Full-time **Exemption Status:** Exempt - 0  
**Salary Range:** \$72,000 - \$92,000 **Last Revised:** 9/6/18

#### Definition of Work:

This is highly responsible administrative and management position involving the overall management of a two-county judicial circuit. Work involves planning, organizing, directing, coordinating and monitoring the work of all services under the direct control of the circuit court, including those of the juvenile division, court services, court marshals, and treatment courts, through the use of departmental supervisors and support personnel. Work is performed under the general direction of the presiding judge and the Court en Banc and is reviewed on the basis of conferences, written reports and work results.

#### Examples of Work Performed

These examples do not cover all of the work which may be performed as part of this position.

- Developing and monitoring a multi-million dollar annual budget.
- Identifying and applying for grant funding, and managing grants.
- Drafting, tracking, and testifying on legislation to the Missouri General Assembly.
- Overseeing all aspects of human resource management including: hiring, firing, disciplining, training, and evaluating FTE needs of all offices under the court administrator's administrative or appointing authority.
- Enforcing employment standards such as FMLA, FLSA, and ADA.
- Assisting the Court en Banc with drafting policies and procedures, rules and regulations, and administrative orders.
- Acting as a liaison to the media, the public, other elected officials and agencies working with all aspects of the court.
- Management of the physical courthouses including security, space needs, and technology upgrades.
- Monitors, coordinates and evaluates the effectiveness of court programs through process and outcome studies to determine requirements for program modification.

- Providing training or creating presentations for staff, judges or the local bar on various topics impact the court.
- Coordinating with state and county entities on all of the above.
- Providing legal research and analysis as needed.

### **Required Knowledge, Skills and Abilities**

- Considerable knowledge of general law, state and federal laws and regulations, established precedent and sources of legal references.
- Considerable knowledge of court procedures and rules.
- Ability to apply legal principles and specialized knowledge to issues involving the court.
- Ability to establish and maintain effective working relationships with others.
- Knowledge of the techniques and objectives of modern personnel administration, and of effective supervisory and administrative techniques.
- Knowledge of basic computer operations and, Microsoft Office programs and ability to learn new software programs.
- Understanding of the budget process and ability to apply algebraic formulas and interpret inferential statistical reports.
- Ability to collect, organize and analyze data regarding the operations of the court.
- Ability to work alone with a minimum of supervision and with others in a team environment, often amidst frequent distractions and interruptions, and under pressure from formal schedules, deadlines, and high volume operations.
- Ability to communicate ideas clearly and concisely, both orally and in writing with co-workers, other county and state departments, personnel and officials from courts, law enforcement and other government agencies, attorneys, media, vendors, community organizations, schools, members of the judiciary statewide, and the public, including being sensitive to professional ethics, gender, cultural diversities and disabilities.
- Ability to competently serve the public with diplomacy and respect, including occasional encounters with irate/hostile persons.
- Ability to comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

### **Physical Demands**

The majority of work is performed in a professional office setting and is generally sedentary. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Position requires continuous sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. Frequent side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 25 lbs. from below waist to above shoulders and transporting distances up to 50 yards. Occasional squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate objects; lifting objects weighing 20-35 lbs from below waist to above shoulders and transporting distances up to 50 feet.

### **Work Environment**

This job operates in a professional office environment. Professional attire required. Employee's presence at the work site is required to complete the job. This position routinely uses office equipment such as computers, calculators, multi-line telephones, photocopiers, printers and scanners, filing cabinets and fax machines. This position is consistently in contact with the public, either in person, by telephone or email. May be exposed to irate individuals and be responsible for talking with upset members of the public. Security is available in all situations.

### **Required Minimum Education and Experience**

Bachelor's degree required, with Juris Doctorate or Masters in Public Administration, Criminal Justice Administration or related field strongly preferred.

Through substantial experience in responsible administration/management position(s) in government or private sector, the successful applicant will have demonstrated skills in communication, organization, and the ability to manage and direct multiple assignments and priorities simultaneously.

# MARY EPPING

3512 Scottson Way • Columbia, MO 65203 • 573/673-0264 • mary.epping@courts.mo.gov

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## EXPERIENCE

*Court Administrator, 13<sup>th</sup> Judicial Circuit (Columbia, MO)* January 2015 to Present

- Primary responsibility for supervision of all departments of the circuit: Adult Court Services, Court Administration and Judges' Staff, Court Marshals, Juvenile Office, Juvenile Justice Detention Center, Technology Services, and Treatment Court Staff. Provide guidance, support and structure to all supervisors in their office's endeavors.
- Primary responsibility for creating and managing more than \$13 million annual budget and 100 employees paid by the state, counties and grants.
- Sought and obtained grant funding exceeding \$950,000 from different granting entities: \$200,000+ from the Missouri Department of Public Safety (VAWA grant, for our Domestic Violence Docket), \$350,000+ from the Office of State Courts Administrator/Drug Court Coordinating Commission (Treatment Courts), \$200,000+ from the federal Bureau of Justice Assistance grant for a Veterans Court enhancement grant, and \$200,000+ for a Child Permanency grant through the Boone County Children's Health Tax Fund.
- Primary liaison between court and all other agencies and entities including county and state government officials.
- Led legislative priorities for the circuit including obtaining a Drug Court Commissioner and state-paid court marshal.
- Invited to participate with Boone County in a Leadership Lab through NACo (Nashville, TN, July 2018; Washington DC, March 2019).
  - Participated in CSH program to determine intersect superutilizers of hospitals, jail and homeless shelters.

*Assistant to the Court Administrator, 13<sup>th</sup> Judicial Circuit (Columbia, Missouri)* June 2010 to December 2014

- Serving as legal counsel to the Court Administrator which includes performing legal research, providing recommendations regarding hiring and employment discipline or termination, reporting to the Court en Banc on topics relating to court administration, communicating with the media and the local bar associations, and performing audits on circuit municipal courts.
- Investigating, as needed, claims of sexual harassment or bias based on any protected class under Title VII of the Civil Rights Act. Provided training on these topics to all staff.
- Responding to concerns and complaints filed by the public, and requests for ADA compliance or language access (such as foreign language and sign language interpreters).
- Write and update administrative orders for the presiding judge's signature, circuit Personnel Policies and Procedures, circuit Rules and Regulations, and Local Court Rules.
- Tracking and updating the Court en Banc on legislation that impacts the courts and well as coordinating with the Office of State Courts Administrator regarding changes in the Missouri Judiciary.
- Maintain contracts database and contracts with Guardians Ad Litem; organize annual GAL trainings.
- Supervise Alternative Sentencing Courts staff and served as interim Mental Health Court Coordinator, DWI Court Coordinator, OnTrack Court Administrator and Domestic Violence Court Coordinator. Assist in tracking grant funds for alternative sentencing courts, and writing and editing grant applications and reports.
- Prepare budget for specialized funds and assist with budget management of the circuit.

*Deputy Communications Counsel, Supreme Court of Missouri (Jefferson City, Missouri)* January 2007 to June 2010

- Managed statewide communication with the media, the public and other entities about cases pending in the Court, the role of the judiciary and issues impacting the courts which included:
  - Preparing plain-language summaries of briefs filed in cases scheduled for oral argument;
  - Answering questions from the public, media, the legislature and other entities about the Court's opinions;
  - Managing the judiciary's web site; and
  - Creating informational brochures about the Supreme Court and statewide judicial issues.
- Coordinated public tours of the Supreme Court Building for the more than 20,000 visitors annually.
- Assisted Supreme Court judges in researching, writing and editing speeches, presentations and publications for schools, civic organizations and other groups.

*Research Coordinator*, Voices for Children of Nebraska, Lobbyist Group (Omaha, NE) January-December 2005

- Oversaw 2005 "Kids Count" report for the state of Nebraska. Wrote and edited articles on topics such as juvenile justice, children's health, early childhood education and foster care. Report disseminated state and nation-wide.
- Researched and composed testimony on behalf of Voices for various legislative committees regarding bills Voices supported or opposed.
- Tracked media cases involving child abuse or neglect, education, economic conditions effecting families and legislative changes.
- Attended legislative hearings and met with Senators concerning bills Voices supported.

#### **DEGREES AND CERTIFICATES**

Missouri Court Management Institute – Participant (2013); Trainer on Human Resources (2015-2018)

University of Nebraska, School of Law, Lincoln, Nebraska (2006)

Spent one semester at University of Missouri, Columbia, School of Law (January – May 2006)

Trinity University, San Antonio, Texas

B.A. in Communication; Minors in Communication Management and Philosophy (2002)

#### **ACTIVITIES AND MEMBERSHIPS**

Missouri Judicial Leadership Summit – Speaker (2014), Participant (2016)

Missouri Court Management Institute – Participant (2013), Instructor on HR issues (National Center for State Courts training in Williamsburg, VA)(2015-present)

NAPCO – National Association of Presiding Judges and Court Officials, St. Louis 2018

Supreme Court Civic Education Committee, Appointed Member (2015-present)

Supreme Court Access to Justice Committee, Appointed Member (2011-2019)

Supreme Court Treatment Court Staffing Model Workgroup, Appointed Member (2014)

Boone County Mental Health Action Team – Member (2017-present)

The Missouri Bar, Member (Bar Number 59017)



## Project Abstract

The Project Abstract must not exceed one page and must contain a summary of the proposed activity suitable for dissemination to the public. It should be a self-contained description of the project and should contain a statement of objectives and methods to be employed. It should be informative to other persons working in the same or related fields and insofar as possible understandable to a technically literate lay reader. This Abstract must not include any proprietary/confidential information.

\* Please click the add attachment button to complete this entry.

Add Attachment

Delete Attachment

View Attachment

13th Judicial Circuit, Project Abstra

## **Project Abstract**

### **Boone County Mental Health Court**

POC: Holly James

Phone: (573) 886-4232 Email: [holly.james@courts.mo.gov](mailto:holly.james@courts.mo.gov)

Address: Boone County Courthouse  
705 E. Walnut St.  
Columbia, MO 65201

The 13<sup>th</sup> Judicial Circuit, Boone County Mental Health Court in Boone County, Missouri, seeks enhancement funding in the amount of \$504,909.00, from the BJA to grow its Mental Health Treatment Court (Category 3 – Implementation and Expansion). This funding would allow the treatment court to enhance and expand case management and service coordination services, including support for stable housing, transportation, peer support services, and medication assistance. Boone County Mental Health Court started in April 2003. The Mental Health Court is a minimum of 14 months. On average, participants graduate at 18 months. During the 3 years of this expansion grant, the court anticipates serving a minimum of 40 participants each year.

Admission to this court is limited to first time non-violent offenders, probationers, and offenders returning to the community from the Department of Corrections. The target population is offenders with a history of mental health issues who have a need for mental health treatment services. Anyone may refer a defendant to the court for screening, including the potential participant. The applicant must have a need for intensive community psychiatric rehabilitation. Applicants cannot have an offense that would compromise the safety of other participants or staff. Each applicant's eligibility is determined by objective criteria after a clinical screening to determine whether there is a diagnosed mental health condition and/or a need for substance abuse treatment. Each participant who enters the Mental Health Treatment Court is administered the RANT (Risk and Needs Triage) as well as receives treatment services through a combination of local providers, including, but not limited to: Compass Health, Burrell Behavioral Health, New Horizons, and Reality House.

All local providers use evidence-based therapies and evidence-based practice and proven treatments. Examples of the types of therapy provided include: motivational enhancement therapy, cognitive behavioral therapy, interpersonal therapy, moral reconnection therapy, and trauma therapy. The treatment court team tracks participants' progress through team meetings, and court staff review recidivism rates by using Missouri's Case.net website. In addition, Dr. Kelli Canada from the University of Missouri is a member of the treatment team who collects data regarding in-program progress and post-program recidivism.

The Boone County Mental Health Court was established using JMHCP grant funds in 2003.

## Project Narrative File(s)

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\* Mandatory Project Narrative File Filename:

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To add more Project Narrative File attachments, please use the attachment buttons below.

## **Boone County Mental Health Court**

### **PROGRAM NARRATIVE**

#### **a. Description of the Issue**

The 13<sup>th</sup> Judicial Circuit, Boone County Mental Health Court is requesting \$504,909.00 in funds to be used over the next three years from the Bureau of Justice Assistance, Category 3: Implementation and Expansion, to increase services provided to its Mental Health Court participants. This funding would enhance court operations by providing much-needed assistance with transitional housing, transportation, medication for participants, and allowing the increase of recovery support services of all participants; playing a key role in addressing the opioid crisis as well as providing additional wrap around services for all participants suffering from substance use disorder and/or mental illness. This project will assist the court in transitioning to sustain a growing population of co-occurring mental health and substance use disorder participants.

Boone County is located in Mid-Missouri half-way between St. Louis and Kansas City. It is home to the University of Missouri and several private colleges. The demographics of Boone County is widely rural, however the center of the county is more urban. Boone County's total population is 180,005. This population has increased by 10,000 in the past 5 years.

The Boone County Mental Health Court started in April 2003, in response to the increased numbers of persons in the local jail with a mental health condition. Before the creation of Mental Health Court, mentally ill offenders often spent unnecessary time in jail and, lacking access to mental health treatment services, many became repeat offenders. A treatment-focused approach allows the justice system to aid in identifying and addressing the unique needs of offenders with mental health conditions as well as the issues that led to the defendant's criminal charges. The Mental Health Court is a supervised, comprehensive treatment program for

misdemeanor and felony offenders who require mental health treatment. The offenders' charges need to be such that they are supervised by the Division of Probation and Parole. Initial funding for Mental Health Court was provided by Boone County's special law enforcement tax, Proposition L, and a grant from the Bureau of Justice Assistance. The Mental Health Court continues to be funded through Proposition L, in addition to other sources such as participants' Medicaid or private insurance, and funds from the Missouri Department of Mental Health. The additional funds will allow the Boone County Mental Health Court to increase and expand the services provided for those participating in the program.

Anyone may refer a participant to the Mental Health Court, including self-referral. In an effort to pro-actively identify eligible participants, the 13<sup>th</sup> Circuit works with the Boone County Jail staff to refer any inmate who presents with mental health issues and may be a candidate for the program. Once a referral is received, the potential participant is evaluated using objective eligibility criteria regarding the participant's residence, age, charges, and treatment need. Any referral charged with a dangerous felony as defined by Missouri statute, is disqualified from entering the program. The participant will also be screened by a clinician with one of the designated mental health treatment providers to determine if there is evidence of any mental health condition and/or substance use disorder. All referred participants must have a diagnosed mental health condition and require community psychiatric rehabilitation. The treatment court administrator sends a letter to the sentencing judge regarding the participant's eligibility. The sentencing judge ultimately decides whether to order an eligible participant into Mental Health Court.

Many participants in Mental Health Court struggle with finding suitable living arrangements and/or are homeless. The team has found that stable living is a critical feature in

the success of participants. Many of these participants also struggle with reliable transportation. Many live in rural areas with no public transit system and do not own vehicles, or have a valid driver's license. This can make it difficult for them to adhere to the intense requirements of the program. The court seeks funding to ensure participants have safe, reliable housing and well as providing transportation assistance.

Mental health services and substance use treatment are key to success of the participants. The Mental Health Court integrates evidence-based substance use treatment, and mental health services with case processing. When a participant enters Mental Health Court, a treatment plan is established which includes frequent attendance in individual and group counseling, as well as psychiatric appointments and medications. Funding through this grant would assist the court with increasing the available community and treatment resources for participants, as well as assisting with funding for necessary medications. Many participants enter the program without resources to purchase their medications. Community support specialists assist participants with accessing resources and applying for assistance such as Medicaid. Through grant funds, the Mental Health Court will assist participants with paying for medications while they are awaiting other resources or insurance.

#### **b. Project Design and Implementation**

*Priority Considerations-Program Evaluation.* The Boone County Mental Health Court has partnered with Dr. Kelli Canada from the University of Missouri to collect data regarding in-program progress and post-program recidivism. Through this collaboration, the court is better able to determine program effectiveness and performance measures to improve services for our participants.

***Phase 1 – Planning.*** The Boone County Mental Health Court has been fully operational since 2003. Since that time, it has become evident that many participants do not suffer solely with mental health issues. The majority of participants entering mental health court struggle with co-occurring mental health and substance use disorders. Through this grant, Boone County Mental Health Court will establish two tracts to become a mental health court/co-occurring drug court. Through utilizing technical assistance and training from BJA, the court will establish a Planning and Implementation Guide to assist in this expansion to better serve the needs of participants. This guide will help team members to identify and carryout goals to ensure optimal participant success in the program, as well as implement new strategies to ensure the court is utilizing best practices, understands current trends, and is able to adapt accordingly.

***Phase 2 – Implementation.***

***1.) Training for criminal justice, mental health, and substance misuse treatment personnel.***

The Mental Health Court aspires to maintain the highest level of services for all participants by being able to identify the needs of participants and respond appropriately. In an effort to promote effective operations, the team has continued interdisciplinary education through in-house quarterly training. Current funding allows the Mental Health Court to send the treatment court commissioner and treatment court administrator to the National Association of Drug Court Professionals (NADCP). With the assistance of BJA funding, the court seeks to send the following ten remaining team members to the conference annually: mental health professional, two substance use counselors, psychiatrist, peer support specialist, probation officer, prosecuting attorney, defense attorney, law enforcement, and grant manager. The NADCP Conference is the world's largest conference for mental health, substance use, and justice education. The

conference will assist the Mental Health Court team to maintain best practices and understand constant trends and changes in mental health and substance use disorders.

**2.) *Screening, Assessment, and Information-Sharing Processes.*** The RANT<sup>®</sup> (Risk and Needs Triage) has been a beneficial tool for treatment courts in determining which offenders pose the highest risk, therefore needing more intense program structure. Through this assessment tool, the Boone County Mental Health Court can better prioritize limited resources to ensure that participants are receiving the necessary level of community supervision and therapeutic resources. All participants in Mental Health Court also undergo a clinical assessment with one of the court's designated mental health providers to evaluate their mental health needs and establish a treatment plan. When a participant presents with co-occurring substance use history, an assessment is also completed with a substance use counselor. All team members meet weekly to discuss each participant's treatment plan, progress in the program, and to coordinate future objectives to help each participant to successfully complete the program.

**3.) *Developing Specialized Caseloads.*** The majority of participants in Boone County Mental Health Court suffer from co-occurring mental health and substance use disorders. The Mental Health Court team includes an officer from the Department of Probation and Parole, as well as clinicians and counselors who specialize in both mental health and substance use disorders. This allows the team to address needs specific to this unique population.

**4.) *Case Management and Service Coordination.*** With a growing population in Boone County, it is imperative that the Mental Health Court have the ability to provide the most promising evidence-based treatment services to our clients. Through BJA funding, the Boone County Mental Health Court seeks to increase resources in four primary components to which participants lack access, ultimately impeding their success: housing, medication, recovery



services, and transportation. The additional funds will assist in providing services to participants to ensure they have access to the resources needed to succeed and maintain their recovery.

*Housing* – Many participants in Mental Health Court struggle with finding reliable, stable housing. Boone County Mental Health Court has established partnerships within the community to assist with some housing needs for participants. However, the housing is primarily short-term sober living homes with limited availability. It is expected that, with additional grant funds, this partnership can expand to allow for additional housing options for participants. The ability to assist participants to obtain reliable housing will increase their probability of being successful in the program, reduce recidivism, and allow participants to be productive and independent in the community.

*Medication* – Participants in the Mental Health Court are provided psychiatric services and are required to meet with community support specialist (CSS) from a designated mental health agency. During the program the participants must continue to receive psychiatric services, which may include taking any recommended medications to maintain and continue their progress. The CSS assists participants with applying for necessary resources and benefits, which may include health insurance, food stamps, and social security. Although most participants do eventually qualify for and obtain assistance such as Medicaid, in many instances participants are not able to afford their medications while their application for assistance is pending. Using BJA funds, the Mental Health Court will assist participants in obtaining their psychiatric medications which are imperative to their success in the program. Participants with mental health issues often self-medicate due to the lack of resources and funds to purchase the medications they need. As a result, many of our participants also struggle with co-occurring substance use disorders. Funding

through this BJA grant, will also allow us to assist clients needing medication assisted treatment for substance use disorder.

***Transportation*** –Many participants who enter Mental Health Court lack adequate transportation. This is due to never obtaining a driver’s license, having their license revoked or suspended due to criminal cases or traffic violations, or not having a vehicle. Lack of reliable transportation is a critical deterrent of successful completion of Mental Health Court. Without transportation, it is difficult for participants to adhere to the rigorous schedule of Mental Health Court. They must attend meetings with their probation officer, appointments with providers, submit to random drug testing at a court-designated testing facility, and court. Through grant funding, the Boone County Mental Health Court can assist participants who need transportation allowing for more positive and successful outcomes for the program.

***Recovery Support Services*** – Recovery support services include peer support, life skills support, and group support. Through recover support services, participants are able to establish a foundation from which to address their mental health and/or substance use disorder, develop coping skills, and create and maintain a positive support network. The Mental Health Court will use funds to provide recovery support services to all participants to ensure each is equipped with the resources needed to succeed.

***5.) Information Sharing.*** The Boone County Mental Health Court team includes members from the criminal justice system and behavioral health and substance use agencies. When the mental health court receives a referral, the participant meets with a clinician from a designated behavioral health treatment agency. This clinician is a member of the treatment court team and forwards any finding or concerns to the treatment team. The participants also meet with a probation officer, counselor, psychiatrist, and clinician regularly throughout the program.

Clinicians and probation officers file weekly progress reports with the court to assist in tracking progress. In addition, the team meets weekly to discuss the progress of current participants, as well as any new participants entering the program. Through partnerships with local agencies, the team members can also assist the participants to access resources in the community.

**c. Capabilities and Competencies.** The Boone County Mental Health Court uses an evidence-based treatment court model to provide comprehensive treatment for both mental health and co-occurring mental health and substance use disorders, as well as community support and recovery support services. The treatment team includes the treatment court commissioner, treatment court administrator, probation officer, mental health professionals, substance use counselors, defense counsel, assistant prosecuting attorney, law enforcement officer, certified peer specialist, and a researcher/evaluator. The team meets weekly to discuss the progress of each current participant and any pending participants. The team discusses drug screen results, treatment attendance and participation, other needs and issues of participants, and whether the participant is progressing. Ultimately, the treatment court commissioner makes the decision about whether sanctions or incentives are awarded, the participant is promoted to the next phase, graduates or is terminated. Currently 34 participants are enrolled in Boone County Mental Health Court, with a maximum population of 40. Over the three years of the grant, up to 120 people could be served by BJA funds.

***Court Structure.*** There are five phases for this court. During Phase I participants are expected to attend court weekly, meet with their probation officer and community support specialist (CSS) frequently, see a psychiatrist, attend court weekly, and engage in random drug testing. During this time, participants and team members will become acquainted with each other and specific factors regarding client treatment, and medical, educational, housing and employment needs are

assessed. Once assessed so they can begin their individualized treatment plan. Once the participant has successfully achieved all requirements of Phase I for at least 60 days, they are moved into Phase II. Phase II lasts approximately 90 days. Phase II requires participants to continue weekly court appearances and meetings with their probation officer and CSS, as well as maintain compliance with treatment, random drug testing, and any prescribed medications. Participants also are encouraged to utilize 12-step support meetings and find a sponsor. Once all aspects of Phase II are met, the participant may advance to Phase III. During Phase III, the treatment focus shifts from obtaining sobriety towards relapse prevention. Depending on performance, there may be a decrease in treatment requirements, probation officer visits, and court appearances. Participants are still required to participate in random drug testing. Participants are encouraged to begin seeking pro-social activities outside of the court, and attend specialized classes and groups based on their needs. The approximate length for participants to complete Phase III is 90 days, as is Phase IV. During Phase IV, participants are expected to actively seek employment or enroll in vocational training or educational programs. Participants must maintain a sober support network and stable housing. If a relapse occurs, the participant's promotion to the next phase may be delayed. Once participants successfully complete Phase IV, they advance to the final phase of their program. Phase V focuses on preparing a continuing care plan for post-graduation. In addition to maintaining all court requirements, participants are expected to have a full-time job, be enrolled in an educational or vocational program, or a combination of the two. Court dates are decreased as participants prepare for graduation. At the end of Phase V, which lasts approximately 90 days, participants must complete a graduation essay in which they reflect on their personal struggles with mental health symptoms and/or addiction, as well as their progress and personal recovery story, and their plan for relapse

prevention and maintaining their recovery. These phases utilize key components by requiring mental health and substance use treatment and rehabilitation services; monitoring the participants by random drug testing and community supervision; continued judicial interaction to monitor compliance; coordinating interaction between the court, probation and parole, behavior health services provider, and others; and having a coordinated strategy to govern the court's response to the participant's compliance. The length of the program is determined by each participant's progress and is a minimum of fourteen months.

**d. Plan for Collecting the Data Required for this Solicitation's Performance Measures**

The Boone County Mental Health Court is willing and able to report client-level performance and outcome data to federal funding agencies through the Performance Measurement Tool. The Mental Health Court Administrator, designated mental health provider agency, researcher, and treatment court staff will all assist with collecting data required for the BJA performance measures. Currently staff enter data on each participant in the Justice Information System program (JIS). This data is managed throughout Missouri for all cases, including Treatment Courts, which allows the Office of State Courts Administrator to conduct high-level data analysis. Also, the treatment court currently publishes data every year in its annual report. Data currently collected includes the number of referrals received, denied referrals, admissions, terminations and graduates of each treatment court. Reasons for non-admissions are noted as is the basic population of the court (gender, race, age, level of education). In addition, the Mental Health Court is able to track recidivism through Case.net – a Missouri searchable website that enables the court to look up past participants to see if they have any new charges.



**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication  
 Application  
 Changed/Corrected Application

\* 2. Type of Application:

- New  
 Continuation  
 Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name: 13th Judicial Circuit, Boone County

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

4360000349

\* c. Organizational DUNS:

0737559770000

d. Address:

\* Street1: 705 East Walnut Street

Street2:

\* City: Columbia

County/Parish:

Boone

\* State:

MO: Missouri

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code: 65201-4448

e. Organizational Unit:

Department Name:

Treatment Court

Division Name:

Boone Co Mental Health Court

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

\* First Name:

Holly

Middle Name:

Jo Elizabeth

\* Last Name:

James

Suffix:

Title: Grant Manager

Organizational Affiliation:

\* Telephone Number: 5738864232

Fax Number: 5738864247

\* Email: holly.james@courts.mo.gov

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Bureau of Justice Assistance

**11. Catalog of Federal Domestic Assistance Number:**

16.745

CFDA Title:

Criminal and Juvenile Justice and Mental Health Collaboration Program

**\* 12. Funding Opportunity Number:**

BJA-2019-15099

\* Title:

BJA FY 19 Justice and Mental Health Collaboration Program

**13. Competition Identification Number:**

BJA-2019-15102

Title:

Category 3: Implementation And Expansion

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Boone County Mental Health Court will increase and expand services provided to participants with mental health and substance use disorders.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

July Session of the July Adjourned

Term. 209

In the County Commission of said county, on the

16th

day of

July

20 19

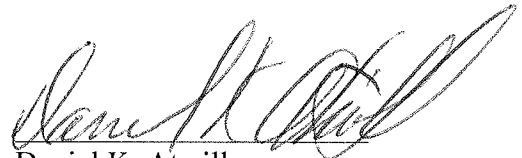
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Boone County Children's Services Visitation Grant Request for Proposal Purchase of Services Contract application submitted by the 13<sup>th</sup> Judicial Circuit Court.

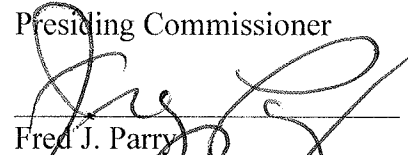
Done this 16th day of July 2019.

ATTEST:

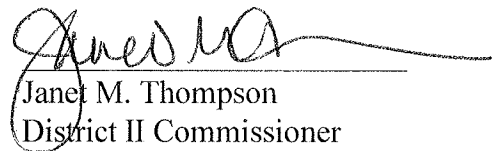
*Brianna L. Lennon*  
Brianna L. Lennon *DKB*  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## Organization Profile

### Organization Profile Instructions

#### New Users:

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

#### Returning Users:

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

### Organization User Information

#### Primary Information

**Organization Name (the official name of the organization that would enter into a contract):**

13th Circuit/Boone County Court

**DBA:**

13 Circuit

**Federal EIN Number:**

43-6000349

**Organization Type:**

Governmental

#### Organization Contact Information

**Address**

705 E. Walnut St.

**City**

Columbia

**State**

Missouri

**County**

USA

**Zip**

65201-4487

**Organization Phone Number:**

573-886-4060

**Website:**

<http://www.courts.mo.gov/hosted/circuit13/>

**Head of Organization**

Mary Kathryn Epping

**Head of Organization Phone:**

573-886-4058

**Address**

Judges Office

705 E. Walnut St.

**City**

Columbia

**State**

Missouri

**County**

USA

**Zip**

65201-4487

**Organization Fax Number:**

573-886-4070

**Email:**

[mary.epping@courts.mo.gov](mailto:mary.epping@courts.mo.gov)

**Head of Organization Title (e.g. Director, President, CEO)**

Court Administrator

**Head of Organization Email:**

[mary.epping@courts.mo.gov](mailto:mary.epping@courts.mo.gov)

#### Local Organization Contact Information (If there is a local office with differen

**Local Organization Name:**

**Local Organization Fax:**

Address  
City  
State  
County  
Zip

Address  
City  
State  
County  
Zip

Local Contact Name:

Local Contact Title:

Local Contact Email:

Local Contact Phone:

## General Information

|   |  |
|---|--|
| Organization Mission Statement (Purpose):                   | <p><b>Provide your organization's mission statement. (600 character limit)</b></p> <p>To provide access to justice with expedition and timeliness; applying equality, fairness and integrity with independence and accountability; to instill public trust and confidence in the judiciary. To keep families together when safe and possible; to provide families with access to evidence-based and timely permanency.</p>   |
| Organization History:                                       | <p><b>Provide a brief history of your organization including the number of years the organization has been in operation. (600 character limit)</b></p> <p>The first Boone County Courthouse was constructed in 1828 and has been in operation since that time. The types of cases heard at the courthouse include family law matters, juvenile, criminal, and civil.</p>   |
| Brief Statement of Organization's Major Goals:              | <p><b>Provide a brief statement of the ultimate goals toward which your organization is working. (600 character limit)</b></p> <p>Child Permanency Services (CPS) is a joint collaboration between Family Facets and the 13th Circuit Family Court. Goals include: reducing the time children spend in alternative care, creating opportunities for lasting permanency, increasing access to evidence-based reunification efforts, and increasing collaborative and evidence-based decisions in child welfare.</p> |
| Articles of Incorporation:                                  | <p><b>Articles of Incorporation (MUST BE IN PDF FORMAT)</b></p> <p><b>Provide a copy of the organization's Articles of Incorporation.</b></p>  |
| Bylaws: Provide a copy of the organization's Bylaws.        | <p><b>Bylaws (MUST BE IN PDF FORMAT)</b></p>   |
| Organizational Chart (must be for the entire organization): | <p><b>Organizational Chart (MUST BE IN PDF FORMAT)</b></p> <p>/document/download/filename/1550672348_30406_022019TablesOfOrganization.pdf/</p>   |
| Strategic Plan:   | <p><b>Strategic Plan (MUST BE IN PDF FORMAT)</b></p>   |
| Service Area:   | <p><b>Briefly describe the geographic area in which your organization provides services. (600 character limit)</b></p> <p>The 13th Circuit encompasses all of Boone County.</p>  |
| Population Served:  | <p><b>Briefly describe the population(s) served by your organization. (600 character limit)</b></p> <p>We serve anyone who comes into the courthouse for any type of court case, for any reason (party, witness, etc).</p>   |
| Conflict of Interest Policy:                                | <p><b>Does your organization have a written Conflict of Interest policy?</b></p> <p>yes</p>  |
| Whistleblower Policy:                                       | <p><b>Does your organization have a written Whistleblower policy?</b></p> <p>no</p>  |

Business Continuity Plan: Does your organization have a written Business Continuity plan?  
no

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

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

### Governing Board

Length of Board Term (e.g. "2 years"):  
N/a.

Organization Governing Board:

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

Governing Board Member

### Advisory Board (if applicable)

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

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

Organization Advisory Board:

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

Advisory Board Member

### Financial Information

Organization Fiscal Year:

We are a state and county run entity. Our county budgets run on the calendar year (Jan-Dec).

If the organization has filed an extension with the IRS for Form 990/990EZ, please indicate the filing date: MM/DD/YYYY

IRS Tax Exempt Status Determination Letter:

If applicable, upload the correspondence from the IRS indicating that your organization has been designated as tax exempt.

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

/document/download/filename/1498165501\_29953\_BooneCountyTaxExemptLetter.pdf/

Financial Statement:

Upload your organization's most recently completed Financial Statement and corresponding communications (required for audited statements). Financial statements must be reviewed by a qualified third party and be accompanied by a letter or report of assurance (compilation, review, or audit).

Financial Statement (MUST BE IN PDF FORMAT)

IRS 990 or 990 EZ:

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

990/990 EZ (MUST BE PDF FORMAT)

Financial Policies and Procedures:<br />Summarize the

organization's policies and procedures regarding board oversight of the organization finances. (600 character limit)

The court has its own budget administrator and all bills are processed from individual offices, signed by the court administrator, and sent to the Boone County Auditor.

### Employees Compensation

Top Five Compensated Employees:

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

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

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

FTE should not exceed 1.0 for each employee.

Click +New to add Employee Compensation information.

#### Employees

| Employees Compensation   |                 | Link Info |              |              | Active                              | Date                |
|--|-----------------|-----------|--------------|--------------|-------------------------------------|---------------------|
| Employee Title:  | Qualifications: | FTE:      | Salary:      | Benefits:    |                                     |                     |
| Associate Circuit Judge  | JD              | 4.00      | \$137,745.00 | \$105,283.00 | <input checked="" type="checkbox"/> | Added on 10/27/2017 |
| Circuit Judge  | JD              | 4.00      | \$149,723.04 | \$113,044.00 | <input checked="" type="checkbox"/> | Added on 10/27/2017 |
| Total Active Links:2, Total Deactivated Links:0, Current Active Links:2, Current Deactivated Links:0 |                 |           |              |              |                                     |                     |

### Accreditation (If applicable):

Accreditation:

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

Accreditation 1:

Accreditation 2:

Accreditation 3:

### Certifications:

Certifications:

Please indicate that the above named organization:

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

yes

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

yes

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

no religious worship or services, engage in no religious proselytizing, or exert no other religious influence in the provision of services under this agreement.

n/a

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

yes

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

yes

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

ADA Plan of Accommodation (MUST BE IN PDF FORMAT)

Transition Plan (MUST BE IN PDF FORMAT)

### Heart of Missouri United Way

The following documents are required only of organizations receiving HMUW funding, and for those applying for or renewing Heart of Missouri United Way certification.

Agencies receiving funding are required to provide these documents annually and should complete these uploads by October 31.

Organization "Budget to Actual Report" (MUST BE IN PDF FORMAT) The Budget to Actual Report will cover the same fiscal period as your most recent IRS Form 990, and \*Third Party Financial Statement Review or \*\*Audit (\*Third Party Financial Statement Review required for Organization's reporting less than \$250,000 in annual revenue / \*\*Audit required for Organizations reporting \$250,000 or more in annual revenue).

IRS Pro Forma - ONLY FOR ORGANIZATIONS WHO DO NOT FILE AN IRS FORM 990 or 990EZ (MUST BE IN PDF FORMAT) To complete an IRS Pro Forma go to www.irs.gov, download a blank IRS Form 990 and complete the following sections: Page 1, Items A-M; Part I (Summary) Lines 1-4 only; Part II (Signature Block); Part VII (Compensation section A only); Part VIII (Statement of Revenues); Part IX (Statement of Functional Expenses); and Part XII (Financial Statements and Reporting)

Accounting and Reporting Policies and Procedures Questionnaire (MUST BE IN PDF FORMAT) Submission of this questionnaire is required only for agency's required to submit a \*Third Party Financial Statement Review. (Please contact United Way if you need a copy of the ARPPQ to be sent to you) \*Third Party Financial Statement Review required for Organization's reporting less than \$250,000 in annual revenue.

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

### Linked 'Proposal Cover Sheet' Records

#### Link to Proposal Cover Sheet

##### Proposal Cover Sheet

| Grant  | Organization Name<br>(will aut... | Fund Source                         | Funder       | Funding<br>Cycle | Link Info |                     |
|--|-----------------------------------|-------------------------------------|--------------|------------------|-----------|---------------------|
|  |                                   |                                     |              |                  | Active    | Date                |
| Children's Services Fund - POS 2019 (Application in Progress ends 07/18/2019 12:00 PM CDT) | 13th Circuit/Boone County Court   | Children's Services Fund - POS 2019 | Boone County | RFP #34-18JUL19  |           | Added on 07/08/2019 |
| Children's Services Fund - POS 2017 (Interim Reporting ends 07/31/2019 11:59 AM GDT)       | 13th Circuit/Boone County Court   | Children's Services Fund - POS 2017 | Boone County | #30-20JUL17      |           | Added on 06/22/2017 |

Total Active Links:2, Total Deactivated Links:0, Current Active Links:2, Current Deactivated Links:0

### System Fields

## Program Overview (V3)

### Children's Services Fund - POS 2019...

Quick View Information

#### Program Overview Form Information

The purpose of the Program Overview form is to provide information regarding the program and service(s) proposed by your organization.

##### Guidelines:

Information should be based on the proposed contract/agreement period.

Information provided should be for the entire program, not just the portion proposed to be contracted/funded by the Boone County, City of Columbia, and/or the Heart of Missouri United Way.

Each narrative response should be clear and succinct.

Information provided in the Program Overview form must correspond with the information provided in the Program Service form(s).

##### Instructions:

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

All sources of information should be properly cited using the American Psychological Association (APA) Style of author-date method of in-text citation. All sources that are cited must appear in the reference list at the end of this form.

##### Resources:

Boone Indicators Dashboard (<http://booneindicators.org>)

For detailed information regarding the APA Style, please visit the APA Style web site: <http://www.apastyle.org/>

\* Indicates Required Field

#### Statement of Issue Being Addressed

a. Describe and document the community-level issue(s) to be addressed by the proposed program (e.g. homelessness, child abuse & neglect, substance abuse, suicide, etc.), utilizing objective, relevant information, including data from the Boone Indicators Dashboard (BID) <http://booneindicators.org/>. (1500 character limit)

Attachment and bonding is vital to development and well-being. Disruptions impact temperament, relationships, physical, and mental health. "Emotional and cognitive disruptions in early lives of children has the potential to impair brain development" (Amer. Academy of Pediatrics, 2000). BID 2015 notes 20 cases of emotional abuse, 9 medical neglect, 93 neglect, and 45 physical abuse, a total of 167 cases. Children in alternative care receive an avg of 1-hr visitation per wk. Research highlights frequent and immediate visitation can enhance permanency outcomes. "The frequency of parental visitation is a stronger predictor of reunification than parental characteristics, child characteristics, and the reason for child placement" (Leathers, 2003). Parents who receive less visitation are less engaged with child welfare entities, less motivated during trmt, and children spend longer in custody (Child Welfare Info Gateway, 2011). The longer children remain in care, the higher the risk of multiple placements which facilitates system-induced trauma, compounding the traumatic experience (Cheng, 2010). The U.S. Dept of HHS (1999) reported between 1/3 and 2/3 of maltreatment cases were affected by substance use; while more recent studies indicate much higher rates (Traube, 2012). Parents with substance use may also experience social isolation, poverty, unstable housing, and dv. These co-occurring issues may contribute to substance use and child maltreatment (Testa & Smith, 2009).

b. Describe the population(s) in the City of Columbia and/or the Boone County area affected by the issue(s) to be addressed by the proposed program, utilizing objective, relevant information, including data from the Boone Indicators Dashboard (BID) <http://booneindicators.org/>. (NOTE: HMUW applicants may include Cooper and Howard County data in this field.) (1500 character limit)

The program offers case management, in-home supervised visitation, evidence-based parent education, and in-home therapy/substance use assessment to children and families achieve lasting permanency. For the past 5 years in Boone County there were a total of 688 children ages 0-5 in care, an average of 138 per year (Children's Division Annual Report, 2014-2018). From 2014 to 2018 there were a total of 222 alternative care cases closed in the 13th Circuit of children under the age of 5, spending an average of 210 days in care. In 2016 \$20,519 was the cost of a foster care in care for 1 year. Reducing the amount of time children spend in alternative care will reduce cost to the community and taxpayers. Preserving families will prevent and reduce behavioral health problems related to system induced trauma in our community long term. Prioritizing visitation between vulnerable children (0-5) and their parents will increase parental engagement, and decrease issues that are likely to develop later that will impact schools and community resources. 11,461 BID (2016) people are uninsured in Boone County and transportation remains a barrier. The presence of mental health problems and the longer a child spends in care, the greater the risk for lack of permanency and/or re-entry (Child Welfare Info Gateway 2017). The discrepancy between need and available resources highlights the critical need of in-home mental health treatment to uninsured children in families delivered in their homes

#### Program Goal

State the goal(s) of the proposed program. The program goal(s) should correspond to the organization's mission statement and major goal(s), as stated in the Organization Profile. (300 character limit)

The goals are:  
 Serve 30 families per year,  
 Reunite 15 families per year,  
 Provide 2000 hours of visitation a year,  
 Provide evidence-based parenting education to 40 clients per year, and  
 Provide mental health services to 30 clients per year.

## Program Overview

Provide an overview of the proposed program. (1500 character limit)

The 13th Circuit will work with 3 Child Permanency Specialists (CPS) and 1 Supervisor from Family Facets to provide services to apx. 30 families per yr. All participants will receive 20 day assessment, families will be placed on one of two tracks (90 or 180 Day Permanency). 90 Day is as follows: Phase 1: 6-8 wks, safety plan, 4 visits per wk, needs and parental capacity assessment, intervention plan, and Core Lessons of evidence-based parenting curriculum. Phase 2: 6-8 wks, 3 visits per wk, on-call support, parental capacity building, dev. permanency intervention plan, and link to auxiliary services. CPS will observe, model, and teach skills to nurture and protect children. Phase 3: 6 wks, 1-2 visits per wk by Supervisor, includes completion of the intervention plan, additional parenting curriculum, with emphasis on maintenance and utilization of follow up services/resources. Supervisor is primary support for the family and will visit 1-2 times per week. 180 Day is as follows: CPS facilitates 3 visits per week, completes evidence-based parenting education for up to 90 days. At time recommendation is made for families to enter regular 90 Day Permanency and work towards reunification. Parents referred for substance issues will receive assessment. Parents and children in need of therapy will receive assessment and treatment, in-home. Upon completion of 10 Core Lessons, parents will receive \$100 voucher from agency. CPS will offer parenting program to non CPS families also.

## Program Consumers

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

The families participating in this program will be parents who live in Boone County, with a priority given to those who are indigent (200% of Federal Poverty Level), with children ages 0-5 years who are placed in alternative care. There will not be a priority based on race or ethnicity. The characteristics of people being served will be parents in the community who are identified by the court, Juvenile Office, or Children's Division as needing additional services and the ability to engage them in services, and those who do not have other means or resources for additional visitation or treatment. A Family Court Judge or Commissioner determines indigency in the courtroom, however, statistics on how many of the parents with kids aged 0-5 years in care, who are indigent, is not currently tracked. Anecdotally many of the families with kids in care ages 0-5 years are in indigency status. The court will make a determination whether the family is in need of services. We anticipate at least 40% of referred parents will have substance use problems; and lack access to mental health services. In 2018, CPS found that 57% of non-completers and 43% of completers were identified as having substance use problems as the primary reason for removal of their children.

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

CPS has strategically chosen to increase priority age from 0-2, to 0-5; as well as provide two tracks for permanency. This will increase number of individuals served, provide most valued service by CPS stakeholders (visitation), while still prioritizing vulnerable children. Both tracks of CPS will allow the court to focus on sustainable permanency, and reduce re-entries. Families who do not have local support through extended family or the ability to pay for therapeutic services are those most in need of help. These parents need assistance learning safe and effective parenting practices, navigating and accessing community resources, gaining access to increased visits with their children to ensure attachment to their child continues, and access to mental health and substance use services. 100% of parents referred were identified as having mental health issues in FY2018. Timely access to treatment and resolution of mental health issues was a primary barrier to completion of CPS program. It is estimated that directly including these services and allowing an additional track will allow for many parents (designated 2018 non-completers) to resolve reunification barriers and successfully reunite with their children.

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

Challenges identified in the Children Service Fund Review (2019) include access to mental health, substance use assessments, and parent education. CPS aims to provide all stated needs in-home. CPS is available 24hrs a day, on holidays, and weekends. Only families where reunification is the permanency plan will be considered. CPS is extending the assessment phase, offering an additional track, and offering mental health and substance use assessment to reduce non-completers.

d. Total number of unduplicated individuals to be served by the proposed program:

87

*The field below will auto-populate once the Program Budget section is complete. This calculation is based on the total number of unduplicated individuals to be served, as indicated above in item d, and the total program expenses as indicated in the program Budget section to be completed below.*

e. Average program cost per individual

3993.52

## Consumer Demographics Instructions

Complete the Residence, Race, Ethnicity, Gender, Income, and Age sub-sections below to the best of your knowledge. The purpose of this section is to provide detailed demographic information for consumers to be served by the proposed program service(s) over the period of time as defined in the RFP. The totals for all sections should be identical.

All counts are for Unduplicated Individuals. No individual should be counted twice under any sub-section.

Information provided in the Consumer Demographic sub-section should correlate with the information provided in the rest of the proposal.



\*Indicates a required field.

## Residence

Boone County (includes City of Columbia residents)

87

City of Columbia

0

Cooper County

0

Howard County

0

Other Counties

0

Residence Total

87

Record Lock

0

## Race

White (alone)

57

Black or African American (alone)

20

Multiple Races

10

Asian (alone)

0

Native American Indian or Alaskan Native

0

Native Hawaiian or other Pacific Islander (alone)

0

Some Other Race

0

Race Total

87

## Ethnicity

Hispanic or Latino (of any race)

7

Not Hispanic or Latino

80

Ethnicity Total

87

## Gender

Female

63

Male

24

Other

0  
**Gender Total**  
 87

### Income

**At or below 200% of Federal Poverty Level**  
 87  
**Over 200% of Federal Poverty Level**  
 0  
**Income Total**  
 87

### Age (County-Children's Services Fund RFP)

**Infant/Toddler (birth – 2 years)**  
 0  
**Preschool (3 years – 5 years)**  
 0  
**School Age (6 years – 11 years)**  
 0  
**Middle School (12 years – 14 years)**  
 0  
**High School (15 years – 19 years)**  
 0  
**Parent/Guardian (19 years and younger)**  
 0  
**Parent/Guardian (age 20 and over)**  
 0  
**Adult (age 20 and over - not a parent/guardian)**  
 0  
**Age Total**  
 0

### Individuals Trained

*Instructions: If providing training for providers, please complete the Individuals Trained section. No individual's demographic information will be required. We will only need totals.*

a. Number of individuals to be trained:

6

b. Provide information on the types of training that will be offered. (1500 character limit)

Current (N=4) and any new (N=2) CPS staff will receive training in cultural competency, implicit bias, and working with survivors of domestic violence. Any new CPS staff will receive in the field training, assessment of parental capacity training, risk and harm reduction training, safety planning, setting goals and intervention training, and Facilitating the Nurturing Program Training. Clinical staff will receive/need training in substance use assessment and evidence-based treatment of trauma. Family Facets already has a therapy program and will seek to use clinical staff who are trained when appropriate and available.

### Program Access

a. Provide details on the location, days/hours of operation (e.g. Monday-Friday, 8 a.m.- 5 p.m.), and any other logistical information for the proposed program. (500 character limit)

Families will be referred or court ordered to this program by the Family Court Judge or Commissioner. This program is intended for families determined to be indigent with children in care ages 0-5. It is also meant for parents who do not have local family resources who can assist. The parents also need to be willing to commit to the program. CPS will be available to the participants, meeting them in the family home, and will be available during both regular and non-regular working hours.

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

To be eligible for Child Permanency Services families must be determined indigent, have children ages 0-5 in out of home placement, have a written service agreement with the 13th Circuit, and be willing to participate. Any family involved in the Family Court with an abuse or neglect case will be eligible to participate as long as they meet the criteria. The focus will be on families who are indigent, or whose income is below 200% of the Federal Poverty Guideline, as determined by the Family Court Judge or Commissioner.

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

No

Provide a rationale for no fees being charged for service(s) in the proposed program. (600 character limit)

The court does not want these services to be cost prohibitive, and while a fee will not be charged, Family Facets will bill Medicaid for therapy when possible for services provided.

## Program Quality

a. Describe any external requirements of the proposed program and/or service(s), such as licensing, minimum standards, etc. (600 character limit)

All staff will pass a criminal background check, have a current valid driver's license, and no history of child abuse or neglect. Specialists hold at least a Bachelor in social work, psychology, or related field; 1+ yrs of experience with children and families. Supervisor will have a Master's with 3+ years of experience; or a Bachelor with 7 yrs experience. Mental health clinicians will hold a Masters in Social Work or Psychology and a full or provisional license to practice. Clinicians conducting substance use assessments will hold a Master degree and specialized credentials through NAADAC.

b. Is the proposed program and/or service(s) currently accredited by a recognized accrediting body?

No

Provide the name of the accreditation agency. (300 character limit)

c. Are there best practices and/or standards for the proposed program and/or service(s)? Best practices and standards should be cited from reputable sources.

Yes

Indicate, cite, and describe the available best practices and/or standards. (600 character limit)

Visits should start as soon as possible to preserve attachment (Child Welfare Information Gateway, 2011). For visits to be beneficial they should be frequent and long enough to enhance the parent-child relationship and to document the parent's interest and involvement (Amor Academy of Pediatrics, 2000).

The Federal Child and Family Services Review (CFSR) provides results for each state regarding its conformity with child safety, permanency and child wellbeing. Items associated with stronger performance in permanency outcome include: services to the family to protect children and families.

d. Is there evidence to support the efficacy of the proposed program and/or service(s)? Evidence must be up-to-date and scientifically-based and should be cited from scholarly research reports published in peer reviewed journals or from credible government sources.

Yes

Identify, cite, and describe the evidence. (1500 character limit)

The Child Permanency Services (CPS) utilizes evidence-based assessments of parental capacities including the NCFAS G+R and the Nurturing Skills Competency Scale. CPS utilizes means of early engagement and increased visitation, which has been shown to reduce the amount of time of children in care, facilitate attachment, and increase parental engagement (Fernandez & Lee, 2011; Gaudiosi/Children

An estimated 12 percent of children in this country live with a parent who is dependent on or abuses alcohol or other drugs (HHS, Substance Abuse and Mental Health Services Administration [SAMHSA], Office of Applied Studies, 2009). Based on data from the period 2002 to 2007, the National Survey on Drug Use and Health (NSDUH) reported that 8.3 million children under 18 years of age lived with at least one substance dependent or substance-abusing parent.1 Of these children, approximately 7.3 million lived with a parent who was dependent on or abused alcohol, and about 2.2 million lived with a parent who was dependent on or abused illicit drugs. While many of these children will not experience abuse or neglect, they are at increased risk for maltreatment and entering the child welfare system.

Provide a rationale for utilizing the proposed evidence-based program and/or service(s). (1500 character limit)

e. Describe any unique or innovative aspects of the proposed program that enhance the quality of the program. (1500 character limit)

Unique characteristics include early visitation between the parent(s)/caregiver(s), the intensity of the program, on call 24/7 for the family, longevity of the program continuing to coach and teach the family new skills to nurture and protect their children, team approach supporting the family, and in home service delivery. Additions for 2020 RFP include two tracks to permanency, increasing likelihood for reunification and decreasing re-entries, and inclusion of home based substance use assessment and mental health services.

Child Permanency Services personnel will deliver services based on the following two evidence-based frameworks.

Engaging Families: Making Visits Matter—A Field Guide (Gonzalez et al, 2014)

Visitation is a Right, Not a Privilege: Pennsylvania Roundtable (Orlitz, 2013)

It is clear from a review of the State CSFR Final Reports that numerous factors interact and play important roles in a state's ability to reunite children in foster care with their families. Meaningful family engagement, assessment, case planning, and service delivery are key. Systemic supports related to funding for services, support from the courts, and stable, competent staff also appear to impact, directly and indirectly, the achievement of reunification goals. A review of the relevant literature sheds additional light upon State CSFR findings regarding the factors in achieving timely, stable reunifications. (Child Welfare Information Gateway, June 2011)

f. Describe the quality improvement process utilized for the program. Quality improvement is defined as systemic and continuous actions that are used to measurably improve services and program consumer outcomes. (1500 character limit)

QIIP has been essential to the ongoing development of CPS, and has aided us in making strategic changes to better serve children and families. As such, we will continue our protocol as follows: A Quality Utilization and Improvement Protocol (QIIP) Team will consist of Family Facets Personnel (1 supervisor and 1 specialist), 1 member of the 13th circuit, and 2 additional members of Child Welfare agencies. The QIIP Team will meet quarterly to review reports generated by Family Facets, to include outcomes and performance measures for program participants. Programs and services may be altered based on data and feedback. Measures of performance will be both quantitative and qualitative. The program effectiveness will be qualitatively

measured through a Family Satisfaction Survey. The program effectiveness will be holistically and quantitatively measured by attainment of program goals. Families will be assessed individually at pre-established times including intake, end of phases, and at discharge. Additionally, families and the program as a whole will be assessed quantitatively by the completion of their intervention plan

g. How will consumer feedback be collected for this program? Describe how this information will be utilized to enhance service(s) and help with program outcomes. (1500 character limit)

Each family unit and referral source will complete an anonymous Family Satisfaction/Referral Source Satisfaction survey assessing all areas of the program and service providers' effectiveness during their intervention. This information will be shared quarterly with QUIP Team.

## Collaboration

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

The 13th Circuit works with Children's Division, which contracts with other agencies to provide supervision and care of kids in the Family Court for abuse and neglect cases. In this collaboration, and through monthly Fostering Court Improvement Project (FCIP) meetings, the court identified the need for more timely reunification of young children. FCIP is a collaborative partnership involving stakeholders from all professions that work with families involved in the foster or alternative care system. Various data is utilized to assess performance and outcomes, and initiate plans or make improvements through active sub-group planning committees. FCIP is pleased with the outcomes of CPS from FY 2018 and 2019. Many families have achieved permanency and remained intact. The court and Family Facets have identified 4 primary ways to improve CPS including: 1) reduce number of non-completers by extending assessment phase, 2) allowing additional pathway (track) for families who need additional time for reunification, 3) adding mental health and substance use assessment and services to program participants, 4) allow non CPS families to receive evidence based parenting program in group setting.

If MOUs or contracts/agreements related to the proposed program and/or service(s) are in place, please upload these documents in a PDF format (1):

If MOUs or contracts/agreements related to the proposed program and/or service(s) are in place, please upload these documents in a PDF format (2):

If MOUs or contracts/agreements related to the proposed program and/or service(s) are in place, please upload these documents in a PDF format (3):

## Program Personnel Instructions

**Instructions:** Provide titles, minimum qualifications, and salary ranges for ALL positions for which salaries will be charged, in whole or in part, to the proposed project.

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

To determine FTE, divide the number of hours assigned to program services per year by 2080 (e.g. 1040/2080 = .5 FTE)

Salary = Wages + FICA (Social Security/Medicare)

## Program Personnel Information

| POSITION OR TITLE<br>(Do not use employee names) | MINIMUM QUALIFICATIONS<br>(B.A., Licensed, etc.)              | FTE          | FULL-TIME SALARY RANGE FROM:<br>(wages, Social Security and Medicare) | FULL-TIME SALARY RANGE TO:<br>(wages, Social Security and Medicare) |
|--|---|--------------|---|---|
| P1<br>Child Permanency Specialist                | MQ1<br>BA, 1 yr experience                                    | FTE1<br>1.00 | SR1 FROM<br>\$33,200.00   | SR1 TO<br>\$35,675.00   |
| P2<br>Child Permanency Specialist                | MQ2<br>BA, 1 yr experience                                    | FTE2<br>1.00 | SR2 FROM<br>\$33,200.00   | SR2 TO<br>\$35,675.00   |
| P3<br>Child Permanency Specialist                | MQ3<br>BA, 1 yr experience                                    | FTE3<br>1.00 | SR3 FROM<br>\$33,200.00   | SR3 TO<br>\$35,675.00   |
| P4<br>Child Permanency Supervisor                | MQ4<br>Master's Degree, 3 yrs experience, BA 7 yrs experience | FTE4<br>1.00 | SR4 FROM<br>\$37,200.00   | SR4 TO<br>\$42,675.00   |
| P5<br>Therapist                                  | MQ5<br>Master's Degree, Licensed                              | FTE5<br>0.50 | SR5 FROM<br>\$15,500.00   | SR5 TO<br>\$19,700.00   |
| P6<br>Substance                                  | MQ6<br>Master's Degree, Licensed, Certified                   | FTE6<br>0.25 | SR6 FROM<br>\$11,250.00   | SR6 TO<br>\$15,200.00   |

|                    |                                    |      |             |             |
|--------------------|------------------------------------|------|-------------|-------------|
| Counselor/Assessor |                                    |      |             |             |
| P7                 | MQ7                                | FTE7 | SR7 FROM    | SR7 TO      |
| Program Director   | Master's Degree, 10 yrs experience | 0.25 | \$17,200.00 | \$22,600.00 |

### Program Personnel Narrative

Describe how each position will be utilized in the proposed program and the rationale for the minimum qualifications and salary range for each of those positions. (1500 character limit)

Family Facets will be the subcontracted agency providing the staff to deliver all components of the program. This will include 3 Child Permanency Specialists (1.0), 1 Supervisor (1.0), 1 Therapist (.25), 1 Substance Use Counselor/Assessor (.25), and 1 Program Director (.25). Specialists will provide parent education, assessment of parental capacities, facilitation of visits, case management, and facilitation of resource brokerage and meetings. It is essential Specialists have relevant education and minimum 1 year experience. Supervisor will oversee staff, delivery of services, and provide concrete services in final phase. They will interface with community agencies. Program Director will manage grant and data, as well as solve program delivery problems. Therapist and Substance Counselor will provide services in CPS families in-home, and Medicaid and Children's Treatment Services (CTS) will be billed when possible. All Salaries are competitive with fair market for degree, appointment, service, and qualifications.

### Program Budget Instructions

Complete the Program Budget section below reflecting how funds will be utilized. Include any funding received from other funders that will be utilized to support the proposed program. This should NOT be an overall organizational budget.

For each item for which figures are entered, the corresponding narrative field MUST be completed. Provide information on how other funders will help support the proposed program.

### Program Budget

#### PROGRAM REVENUE

PROPOSED % OF PROPOSED TOTAL

For each source of revenue, describe how the funding will be utilized in the proposed program.

#### 1. DIRECT SUPPORT

|   |            |     |
|---|------------|-----|
| <b>A. Heart of Missouri United Way (300 character limit)</b>  | 1A         | 1A% |
|   | \$0.00     | 0   |
| <b>B. Other United Ways (300 character limit)</b>   | 1B         | 1B% |
|   | \$0.00     | 0   |
| <b>C. Capital Campaigns (300 character limit)</b>   | 1C         | 1C% |
|   | \$0.00     | 0   |
| <b>D. Grants (non-governmental) (300 character limit)</b>   | 1D         | 1D% |
|   | \$0.00     | 0   |
| <b>E. Fund Raising &amp; Other Direct Support (300 character limit)</b>   | 1E         | 1E% |
| Family Facets will provide each family (up to 30 families) with \$100.00 voucher for concrete needs upon completion of Core Lessons of Nurturing Program, and additional \$100.00 voucher for completion of program. Monies can be used for 1.6 Infant Formula, 1.10 Car Seats, 1.11 Clothing, 1.12 Cribs, 1. | \$6,000.00 | 2   |

#### 2. GOVERNMENT CONTRACTS/SUPPORT:

|   |              |      |
|---|--------------|------|
| <b>A. Boone County - Children's Services Funding (300 character limit)</b>  | 2A           | 2A % |
| The court will continue to subcontract with Family Facets who will have 3 child permanency specialists, a child permanency supervisor, a b therapist, a .25 substance counselor/assessor and a .25 program director to serve 87 individuals per year. | \$273,936.55 | 79   |

|   |                       |      |
|---|-----------------------|------|
| B. Boone County - Community Health Funding (300 character limit)  | 2B                    | 2B % |
|   | \$0.00                | 0    |
| C. Boone County- Other Funding (300 character limit)  | 2C                    | 2C % |
|   | \$0.00                | 0    |
| D. Funding from Other Counties (300 character limit)  | 2D                    | 2D % |
|   | \$0.00                | 0    |
| E. City of Columbia - Social Service Funding (300 character limit)  | 2E                    | 2E % |
|   | \$0.00                | 0    |
| F. City of Columbia - CDBG/Home Funding (300 character limit)   | 2F                    | 2F % |
|   | \$0.00                | 0    |
| G. City of Columbia - CHDO Funding (300 character limit)  | 2G                    | 2G % |
|   | \$0.00                | 0    |
| H. City of Columbia - Other Funding (300 character limit)   | 2H                    | 2H % |
|   | \$0.00                | 0    |
| I. Funding from Other Cities (300 character limit)  | 2I                    | 2I % |
|   | \$0.00                | 0    |
| J. Federal (Medicaid, Title III, etc.) (300 character limit)  | 2J                    | 2J % |
| It is estimated one half of Service 4 will be funded by Medicaid. We will provide a total of 1816 units per year (908 Individual Therapy and 908 Family Therapy). Family therapy units funding in the amount of \$68,399.64 (max) will be billed through MC Health Net. The remaining is the maximum request. | \$68,399.64           | 20   |
| K. State (Purchase of Service, Grants, etc.) (300 character limit)  | 2K                    | 2K % |
|   | \$0.00                | 0    |
| L. Other (Schools, Courts, etc.) (300 character limit)  | 2L                    | 2L % |
|   | \$0.00                | 0    |
| 3. Program Service Fees (300 character limit)   | 3.                    | 3 %  |
|   | \$0.00                | 0    |
| 4. Investment Income (realized & unrealized) (300 character limit)  | 4.                    | 4 %  |
|   | \$0.00                | 0    |
| 5. Other Revenue Items (300 character limit)  | 5.                    | 5 %  |
|   | \$0.00                | 0    |
| <b>TOTAL PROGRAM REVENUE</b>  | <b>TOTAL REVENUE</b>  |      |
|   | 347436.19             |      |
| <b>PROGRAM EXPENSES</b>   |                       |      |
| 1. Personnel  | 1.                    | 1 %  |
|   | \$273,036.55          | 79   |
| <b>Personnel Narrative (300 character limit)</b>  |                       |      |
| Staff to deliver all components of the program.   |                       |      |
| 2. Non-Personnel  | 2.                    | 2 %  |
|   | \$74,399.64           | 21   |
| <b>Non-Personnel Narrative (300 character limit)</b>  |                       |      |
| \$100.00 voucher per family for concrete needs upon complete of Core Lessons for Nurturing Program and an additional \$100.00 voucher for completion of the program and Medicaid funds for services.  |                       |      |
| <b>TOTAL PROGRAM EXPENSES</b>   | <b>TOTAL EXPENSES</b> |      |
|   | 347436.19             |      |

**Program Budget Narrative**

Describe the organization's efforts to secure other funding for the proposed program. (500 character limit)

The court works within resources from the state, and budgets money from Family Services and Justice Fund to provide parent aide services and a supervised visitation grant. Funds are limited for cases where a charge or arrest for domestic violence has occurred, and visitation is limited to 12 hours.

The court does not have the funds to provide this level of program. Family Facets will provide direct funds up to 6,000 for concrete needs, and bill Medicaid for approx. 1/2 of mental health services.

## Reference List

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

### Reference List: (5000 character limit)

American Academy of Pediatrics (2000). Developmental Issues for Young Children in Foster Care Committee on Early Childhood, Adoption and Dependent Care. *Pediatrics*, 106 (5) 1145-1150. Retrieved from: <http://pediatrics.aappublications.org/content/106/5/1145>

Cheng, T. C. (2010). Factors associated with reunification: A longitudinal analysis of long-term foster care. *Children and Youth Services Review*, 32(10), 1311-1316.

Child Welfare Information Gateway (2011). Family reunification: what the evidence shows. Washington, DC: U.S. Department of Health and Human Services, Children's Bureau. Retrieved from: [https://www.childwelfare.gov/pubPDFs/family\\_reunification.pdf](https://www.childwelfare.gov/pubPDFs/family_reunification.pdf)

Child Welfare Information Gateway (2012). Supporting reunification and preventing reentry into out-of-home care. Washington, DC: U.S. Department of Health and Human Services, Children's Bureau. <https://www.childwelfare.gov/pubPDFs/srpr.pdf>

Fernandez, E., & Lee, J. -S. (2011). Returning children in care to their families: Factors associated with the speed of reunification. *Child Indicators Research*, 4(4), 547-554.

Gaudiosi, J (2009). Child Maltreatment 2009. U.S. Department of Health and Human Services, Administration for Children and Families. Retrieved from: <https://archive.acf.hhs.gov/programs/cb/pubs/cm09/cm09.pdf>

Grubb Kopriva, J. (2013). Visitation is a Right, Not a Privilege: Pennsylvania Roundtable. Report to the Pennsylvania State Roundtable. Retrieved from: <http://www.ocfcpacourts.us/assets/upload/Resources/Documents/2013%20State%20Roundtable%20Report%20on%20Visitation.pdf>

Gonzalez et al, (2014). Engaging Families: Making Visits Matter—A Field Guide. Department of Children and Families, Division of Youth and Family Services. Retrieved from: <http://muskie.usm.maine.edu/helpkids/PMNetworkDocs/CPM%20Field%20Guide.pdf>

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National Family Preservation Network (NFPN) (2017). Intensive Family Reunification Services Model. Retrieved at <http://www.nfpn.org/reunification/reunification-model>

Child Welfare Information Gateway (2014). Parental substance use and the child welfare system. Washington, DC: U.S. Department of Health and Human Services, Children's Bureau. <https://www.childwelfare.gov/pubpdfs/parentalsubabuse.pdf>

Institute of Public Policy (2019). Boone County Children's Services Fund: Review and Assessment. Columbia, MO: Truman School of Public Affairs, University of Missouri Columbia.

## Linked 'Agreement Form - V3' Records

[Link Instructions - Agreement Form - V3](#)

## Linked 'Agreement Form - V3.1' Records

[Link Instructions Agreement Form - V3.1](#)

## Program Services 1-5 (V3)

### Children's Services Fund - POS 2019...

Quick View Information

#### Program Service Form Information

The purpose of the Program Service form is to provide detailed information about the proposed program service(s).

##### Guidelines:

Information should be based on the proposed contract/agreement period.

Information provided should be for the entire program, not just the portion proposed to be contracted/funded by the City of Columbia, Boone County, or the Heart of Missouri United Way.

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

Each narrative response should be clear and succinct.

Information provided in the Program Service form must correspond with the information provided in the Program Overview form.

##### Instructions:

Complete each section below for each service that will be provided in this program. Remember that all services must be unbundled.

Provide at least one outcome and the corresponding indicator(s) and method of measurement for each service. Any additional outcomes must include corresponding indicator(s) and method(s) of measurement.

##### Resources:

Allowable service terms and definitions are indicated in the Taxonomy of Services. This document can be accessed in My Shared Files and on the Boone Impact Group (BIG) website: <http://www.booneimpact.org/>

Helpful information about Program Performance Measures and developing outcomes, indicators, and method of measurements can be found in the My Shared Files section.

\* Indicates Required Field

#### Development/Start Up Service Funding

*Instructions for Boone County Children's Services Funding and Community Health/Medical Fund:* The Boone County Children's Services Board or the Community Health Advisory Council will consider funding for a service, on a one-time basis, for purchases or funding necessary for the delivery of contracted services.

*Instructions for Heart of Missouri United Way Funding:* The Heart of Missouri United Way Board will consider funding one-time costs for expenses and equipment required in order to deliver the proposed program service(s). One-time funding will only be considered if HMUW chooses to enter into a funding agreement for the proposed program service(s).

*NOTE: Heart of Missouri United Way does not intend for this section to be used for capacity building funding requests. If you will be requesting capacity building funds specific to the proposed program service(s), use the service field(s) below and the appropriate taxonomy service(s).*

##### a. Amount Requested

\$0.00

##### b. Describe how the funds will be utilized. (600 character limit)

##### c. Provide justification for the request for one-time funding. (600 character limit)

#### Service #1 - Name, Definition, and Description

##### a. Service #1 - Taxonomy of Service Name (300 character limit)

9.10 Family Development; 9.11 Family Education; 9.15 Parenting Skills Training; 10.18 Home Visiting

##### b. Service #1 - Taxonomy Definition of Service (300 character limit)

Home Visitation and Education: Increase protective capacities and parent-child bonding by delivering in-home and evidence-based services, visitation, and education to parents.

##### c. Provide a detailed description of the proposed service (#1). This should include how this service would be delivered, what other activities that are included, what consumers are affected, collaboration with other organizations, and any other pertinent information to fully



understand how this program service will be delivered. (3000 character limit)

The 13th Circuit will work with 3 Child Permanency Specialists (CPS) and 1 Supervisor from Family Facets to provide services to apx. 30 families per yr. All participants will receive 20-day assessment, and families will be placed on one of two tracks (90 or 150 Day Permanency). 90 Day is as follows: Phase 1: 6-8 wks, safety plan, 4 visits per wk, needs and parental capacity assessment, intervention plan, and Core Lessons of evidence-based parenting curriculum. Phase 2: 6-8 wks, 3 visits per wk, on-call support, parental capacity building, dev. permanency intervention plan, and link to auxiliary services. CPS will observe, model, and teach skills to nurture and protect children. Phase 3: 6 wks, 1-2 visits per wk by Supervisor. Includes completion of the intervention plan, additional parenting curriculum, with emphasis on maintenance and utilization of follow up services/resources. Supervisor is primary support for the family and will visit 1-2 times per week. 180 Day is as follows: CPS facilitates 3 visits per week, and completed evidence-based parenting education for up to 90 days. At that time a recommendation is made for families to enter regular 90 Day Permanency and work towards reunification. Parents referred for substance issues will receive assessment. Parents and children in need of therapy will receive assessment and treatment, in-home. Upon completion of 10 Core Lessons, CPS parents will receive \$100 voucher from agency.

Each CPS family will receive 3-4 visits during Phase 1 of 90 Day Track; as will each CPS family for duration of Track 2. During supervised visitation, CPS Specialists will be in the family home to mentor, model, and teach parents about attachment, safety, and identified areas of concern. In addition to supervised visitation, CPS will meet with CPS parents a minimum of 1X pr week to deliver evidence-based parent education (the Nurturing Program). The 10 Core Lessons of this program will be completed prior to participants moving to Phase 2, or Reunification Stage. Once families are in this phase, children are residing in the home. CPS Specialists visit the family 3 times per week to assure skills and safety are being used and preserved. The final phase (3; Maintenance) last apx. 90 days. CPS Specialists and or Supervisor visits the family 1 time per week to provide ongoing support and problem solving.

Supervised visits will begin as soon as possible, ideally within 72 hours of removal, which is after the first time the family will be in court, with a maximum of 96 hours post removal. Visits will initially occur at least 3 times per week to facilitate ongoing attachment and will be supervised by the CPS. The goal is to provide intensive mentoring for the first 2 phases then work towards extended family or community resources for ongoing monitoring and safety planning.

Non CPS families can receive parent education in group setting as well, referred by the court or children's division.

Record Lock

0

## Service #1 - Outputs

a. Unit Measure (e.g. 15 minutes, one hour, one bed night, one pound of food, etc) (#1)

One hour

b. Unit Rate (#1)

\$21.00

**IMPORTANT REMINDER:** Organizations should limit their rates, when appropriate, to an established public funding unit rate (e.g. Missouri Department of Mental Health (DMH), Medicaid, MO Healthnet, Missouri Department of Social Services (DSS), etc).(#1)

c. Is the proposed Unit Rate tied to an established public funding rate? (#1)

No

Consideration may be given for a unit rate not consistent with a public funding unit rate, if an acceptable justification is provided. Provide a justification for the proposed rate. (#1) (600 character limit)

Used CSB guide to develop unit rate. Total program expense \$87,350/4160

d. Total Number of Units of Service to be Provided (#1)

4160

e. Total Number of Unduplicated Individuals (#1)

87

f. Average Number of Units of Service per Unduplicated Individual (#1)

47.82

g. Average Cost of Service per Individual (#1)

1004.14

## Service #1 - Service Fee

a. Will the proposed service consumers be charged a fee? (#1)

No

Provide a rationale, why no fees will be charged for the proposed service (#1). (600 character limit)

Participants will not be required to pay a fee as the court does not want these services to be cost prohibitive. In the long run these services will save taxpayers by children having less trauma in their vital growing years.

b. Is this proposed service billable to a third-party payor(s) (e.g. health insurance, state subsidy, etc.)? (#1)

No

Explain why the proposed service is not billable to a third-party payor. (#1) (600 character limit)

Health insurance, state subsidy does not offer services of this nature and is not billable.

**Service #1 - Local Funding**

Does your organization CURRENTLY have an agreement with the City of Columbia, Boone County, and/or the Heart of Missouri United Way for this service? (#1)  
 No

**Service #1 - Funding Request**

a. Amount Requested from the City of Columbia, Boone County, or the Heart of Missouri United Way for this program service. (#1)  
 \$87,350.00

b. Proposed Number of Units of Service (#1)  
 4159.52

c. Provide a justification for the requested level of funding from the City of Columbia, Boone County, Heart of Missouri United Way, or any other funders. Some examples include expanding capacity, filling a gap in or loss of funding from other funding resources, and/or enabling the organization access to funding from other funding sources. (#1) (600 character limit)  
 The court does not have funding to support this level of services to families and would like to continue developing program in order to increase permanency for our families.

**Service #1- Performance Measures**

| Outcome Sample   | Indicator Sample  | Method of Measurement Sample   |
|--|---|--|
| <b>Outcome (1-1)</b><br>Increase Permanency for children ages 0-5  | <b>Indicator (1-1)</b><br>75% of CPS completers will remain in tact after 12 months   | <b>Method of Measurement (1-1)</b><br>Court data on re-entries   |
| <b>Additional Outcome (1-2)</b><br>Increase parental protective capacities.  | <b>Additional Indicator (1-2)</b><br>90% of program completers will demonstrate increased competence in each parental protective capacity (by subscale)     | <b>Additional Method (1-2)</b><br>Baseline and program completion ratings on Adolescent and Adult Parenting Inventory (AAPi) and North Carolina Family Assessment Scale (NCFAS-G+R). This will be given at initial assessment (pre-test), a mid-test (in between each of the phases) and a post-test (at discharge). |
| <b>Additional Outcome (1-3)</b><br>Increase caregiver knowledge of child development and safe parenting practices. | <b>Additional Indicator (1-3)</b><br>75% of Nurturing Program completers will report increased knowledge in child development and safe parenting practices. | <b>Additional Method (1-3)</b><br>Baseline and program completion ratings on AAPi; will be given at initial assessment (pretest) and a posttest (at discharge); closing client satisfaction report.  |
| <b>Additional Outcome (1-4)</b><br>Increase visitation between children and caregivers                             | <b>Additional Indicator (1-4)</b><br>Visitation for CPS families will increase by average of 300%.  | <b>Additional Method (1-4)</b><br>Visitation documented by CPS in Contact Reports, quarterly data reviewed by Executive Team.  |
| <b>Additional Outcome (1-5)</b><br>Reduce risk for recidivism of child abuse and neglect for CPS families          | <b>Additional Indicator (1-5)</b><br>75% of program participants will be assessed as "low risk" for child abuse and neglect at discharge.                   | <b>Additional Method (1-5)</b><br>Baseline and program completion ratings on Adolescent and Adult Parenting Inventory (AAPi); all sub scales. This will be given at initial assessment (pre-test), and a post-test (at discharge)  |

**Service #1 - Performance Measures Narrative**

a. Describe how each outcome is attributable to the Program Goal, as stated in the Program Overview section. (#1) (600 character limit)  
 Overall goal of CPS is to achieve lasting permanency. Research shows parents will be more engaged in the process and likely to get their kids home sooner when the focus is on attachment through increased visitation. Parents will receive Nurturing Parenting education to increase in protective factors. Direct, wrap around, integrated, in-home, family-specific services all increase parental engagement and are proven to achieve lasting permanency and reduce re-entries.

b. Describe and document any external factors or variables which may affect the proposed outcome(s). (#1) (600 character limit)  
 Parental response and readiness to CPS is primary factor. Increased and intense assessment phase is proposed in order to determine this. Track 2 (extended visitation) is also used to further engage parents in reunification efforts. Mental health and substance use have previously been barriers to outcomes which are now included in services. Accurate data impacted previous CPS outcomes. The courts have built data report specific to CPS outcomes.

c. Provide a rationale for the measurement level(s) for each indicator. (#1) (600 character limit)  
 Education, increased visitation, and wrap-around services are highlighted in research and CPS findings as key methods for reducing time children spend

in alternative care. Reduction of time in care by 25% is secondary to reducing re-entries. Reduction of risk for child abuse and neglect is attained via education, and is the most concrete pathway to permanency for children.

**d. Provide a rationale for each method of measurement. (#1) (600 character limit)**

Evidence-based assessment tools are used to assess readiness for reunification (NCFAS G+R) and risk for child abuse and neglect (AAPI), as well as increase in parental protective capacities post parenting education. Increased visitation is primary method for engaging parents in completion of written service agreements in order to reunify with children. Court data on re-entries at 12 months post CPS will provide information regarding lasting permanency.

## Service #2 - Name, Definition, and Description

**a. Service #2 - Taxonomy of Service Name (300 character limit)**

10.11 Case Management; 10.3 Information and Referral; 10.7 Service Coordination

**b. Service #2 - Taxonomy Definition of Service (300 character limit)**

Case Management: Assess, evaluate, coordinate, and broker resources on behalf of families in order to establish lasting permanency

**c. Provide a detailed description of the proposed service (#2). This should include how this service would be delivered, what other activities that are included, what consumers are affected, collaboration with other organizations, and any other pertinent information to fully understand how this program service will be delivered. (3000 character limit)**

In the first 20 days parents will engage in an assessment period. During that time the following will occur:

- 1) a baseline evidenced base assessment of parental capacities using the NCFAS G+R (North Carolina Family Assessment Scale for General Services and Reunification <http://www.nfpa.org/assessment-tools/ncfas-gr-sample>),
- 2) baseline assessment of Nurturing Skills Competency Scale ([http://nurturingparenting.com/shop/p/118/Parents%20&%20Adolescents%20-%20Nurturing%20Skills%20Competency%20Scale%20-%20Pkg/50%20\(NSCS-PA\)](http://nurturingparenting.com/shop/p/118/Parents%20&%20Adolescents%20-%20Nurturing%20Skills%20Competency%20Scale%20-%20Pkg/50%20(NSCS-PA),)),
- 3) ACE Inventory

At the end of the assessment period, CPS will provide a thorough written assessment and recommendation to the Family Support Team (FST) regarding readiness for reunification, and pathway to Track 1 or 2 of the CPS Program. CPS Staff will connect families to needed resources including but not limited to housing, employment, transportation, childcare, and mental health services. CPS will facilitate/attend FST meetings to provide essential updates. CPS will provide transportation to and from visits, to job interviews, etc. CPS will continue working with the families longer if necessary by extending phases to ensure children may safely return home. Families will be re-assessed between each phase, utilizing the NCFAS G+R and the Nurturing Skills Competency Scale. Acquisition of benchmarks (i.e.: 25% increase in skills, 50% increase in skills, etc.) will equate movement to subsequent program phases. Success for families will be determined individually, and based on the following outcome measures: acquisition of Nurturing Skills Competency at a minimum of 75%, increase in NCFAS G+R at a minimum of 50% from intake to termination, and either achieved permanency or a plan for permanency. Assessments will help CPS identify areas of focus and ensure the court knows whether and how the family is progressing. Follow up assessments will occur at 3, 6, and 12-months to assess program success. In addition, parents not currently receiving mental health services will receive a diagnostic assessment by a licensed clinician to assess for mental health needs. If it is determined there is a need for mental health care, such care will be set up and monitored to ensure the parent is participating as necessary. Program director/Supervisor will provide education to Child Welfare Stakeholders regarding models of harm reduction, and attend FST Meetings to identify families for the program. The program director will create and facilitate monthly interagency CPS meetings. CPS will attend weekly consultation to discuss cases and coordinate care. CPS will attend FST Meetings of identified clients, to advocate for clients and coordinate intervention plans. CPS will document interventions, resource broker, attend court proceedings, and further coordinate/correspond with auxiliary services as part of their case management role. CPS will be on call to families to provide "Parent Coaching".

## Service #2 - Outputs

**a. Unit Measure (e.g. 15 minutes, one hour, one bed night, one pound of food, etc) (#2)**

One hour

**b. Unit Rate (#2)**

\$21.14

**IMPORTANT REMINDER:** Organizations should limit their rates, when appropriate, to an established public funding unit rate (e.g. Missouri Department of Mental Health (DMH), Medicaid, MO Healthnet, Missouri Department of Social Services (DSS), etc). (#2)

**c. Is the proposed Unit Rate tied to an established public funding rate? (#2)**

No

Consideration may be given for a unit rate not consistent with a public funding unit, if an acceptable justification is provided. Provide a justification for the proposed rate. (#2) (600 character limit)

Used CSB guide to develop unit rate. Total program expense \$109,950/5200.

**d. Total Number of Units of Service to be Provided (#2)**

5200

**e. Total Number of Unduplicated Individuals (#2)**

67

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

77.61

**g. Average Cost of Service per Individual (#2)**

1640.72

**Service #2 - Service Fee**

a. Will the proposed service consumers be charged a fee? (#2)

No

Provide a rationale why no fee will be charged for the service. (#2) (600 character limit)

Participants will not be required to pay a fee as the court does not want these services to be cost prohibitive. In the long run these services will save taxpayers by children having less trauma in their vital growing years.

b. Is this proposed service billable to a third-party payor(s) (e.g. health insurance, state subsidy, etc.)? (#2)

No

Explain why the proposed service is not billable to a third-party payor. (#2) (600 character limit)

Health insurance, state subsidy does not offer services of this nature and is not billable.

**Service #2 - Local Funding**

Does your organization CURRENTLY have an agreement with the City of Columbia, Boone County, and/or the Heart of Missouri United Way for this service? (#2)

No

**Service #2 - Funding Request**

a. Amount Requested from the City of Columbia, Boone County, or the Heart of Missouri United Way for this program service. (#2)

\$109,950.00

b. Proposed Number of Units of Service (#2)

5201.04

c. Provide a justification for the requested level of funding from the City of Columbia, Boone County, Heart of Missouri United Way, or any other funders. Some examples include expanding capacity, filling a gap in or loss of funding from other funding resources, and/or enabling the organization access to funding from other funding sources. (#2) (600 character limit)

The court does not have funding to support this level of services to families and would like to continue developing program in order to increase permanency for our families.

**Service #2 - Performance Measures**

| Outcome (2-1)   | Indicator (2-1)   | Method of Measurement (2-1)   |
|---|---|---|
| Increase utilization of evidence-based assessments in child welfare case planning       | 100% of Family Support Team Members will receive an initial assessment plan based on the results of the Adolescent and Adult Parenting Inventory (AAPI) and North Carolina Family Assessment Scale (NCFAS-G+R), within 25 days of referral. | Completion of task, Executive Team reviews.   |
| <b>Additional Outcome (2-2)</b><br>Increase collaboration among service providers       | <b>Additional Indicator (2-2)</b><br>100% of CPS families accepted will receive integrated, wrap around services  | <b>Additional Method (2-2)</b><br>A minimum of 1 Family Support Team Meeting per phase, Weekly Reports sent to Family Support Team, CPS Consultation with Mental Health Providers               |
| <b>Additional Outcome (2-3)</b><br>Reduce average time in care for children ages 0-5    | <b>Additional Indicator (2-3)</b><br>Reduce time from protective custody to return to parents for CPS completers by 25%   | <b>Additional Method (2-3)</b><br>The court and Children's Division will measure this based on reports these entities are able to run for the time of kids in care in their electronic records. |
| <b>Additional Outcome (2-4)</b><br>Increase permanency for children ages 0-5            | <b>Additional Indicator (2-4)</b><br>75% of CPS completers will remain intact after 12 months   | <b>Additional Method (2-4)</b><br>Court data on re-entries  |
| <b>Additional Outcome (2-5)</b><br>Increase concrete and informal supports for families | <b>Additional Indicator (2-5)</b><br>90% of CPS Program Completers will be connected to a minimum of 3 community resources  | <b>Additional Method (2-5)</b><br>Completion of task, Executive Team Review, Client Satisfaction Survey   |

**Service #2 - Performance Measures Narrative**

**a. Describe how each outcome is attributable to the Program Goal, as stated in the Program Narrative section (2) (600 character limit)**

Evidence based tools will be used to guide primary goal of lasting permanency for children 0-5. Children and caregivers involved in child welfare are involved in multiple services, often without cohesive representation and advocacy. Effective communication, integration, and advocacy is essential. Families also need resources that offer assistance with concrete needs as well as informal supports to achieve lasting permanency. They also need help accessing.

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

Parental response and readiness to CPS is primary factor. Increased and intense assessment phase is proposed in order to determine this. Track 2 (extended visitation) is also used to further engage parents in reunification efforts. Mental health and substance use have previously been barriers to outcomes, which are now included in services. Accurate data impacted previous CPS outcomes. The courts have built data report specific to CPS outcomes. Wait times for services may impact outcomes.

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

All CPS families who are accepted past assessment should receive case management in an effort to maximize success. A majority of program completers will be connected to resources, calculating for willfulness and wait times. Reduction of time in care by 25% is secondary to reducing re-entries.

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

Evidence based tools are documented in CPS paperwork, sent to team via email, and discussed at Family Support Team Meetings (FST). Community resources and tasks associated with increased collaboration will be documented in CPS contact logs. Executive Team will review completion. Court data on re-entries at 12 months post CPS will provide information regarding lasting permanency.

**Service #3 - Name, Definition and Description****a. Service #3 - Taxonomy of Service Name (300 character limit)**

4.15 Behavioral Health Assessment; 4.13 Substance Use Disorder Assessment

**b. Service #3 - Taxonomy Definition of Service (300 character limit)**

Assessment: Provide critical behavioral health and substance assessment to guide reunification efforts.

**c. Provide a detailed description of the proposed service (#3). This should include how this service would be delivered, what other activities that are included, what consumers are affected, collaboration with other organizations, and any other pertinent information to fully understand how this program service will be delivered. (3000 character limit)**

At the time of referral, Children's Division is asked to provide both primary and secondary rationale for removal of minor children from parents referred to CPS. Additionally, the referral source is asked to indicate if mental health and substance use are issues for the parents, and if services are needed. Within 72 hours of referral, CPS meets with the Case Manager and the parents in the family home to conduct an intake screening. During that time, a conversation about reasons for removal, primary barriers to reunification, and mental health/substance use needs are discussed. In the first 20 days parents will engage in an assessment period. During this time period, families will be identified as needing a substance use evaluation to determine need for ongoing substance use treatment as well as the impact of their substance use on parental capacity. During this time period, families will be identified as needing mental health treatment as well as the impact of their mental health on parental capacity. Family Facets will contract with/employ a qualified and licensed therapist and substance use counselor to provide these services in the families home, or in the office if needed. CPS will coordinate with these professionals and alter treatment plans, resource brokerage, and delivery of intervention plans as needed.

**Service #3 - Outputs****a. Unit Measure (e.g. 15 minutes, one hour, one bed night, one pound of food, etc) (#3)**

One Assessment

**b. Unit Rate (#3)**

\$122.28

**IMPORTANT REMINDER:** Organizations should limit their rates, when appropriate, to an established public funding unit rate (e.g. Missouri Department of Mental Health (DMH), Medicaid, MO Healthnet, Missouri Department of Social Services (DSS), etc). (#3)

**c. Is the proposed Unit Rate tied to an established public funding rate? (#3)**

Yes

**Indicate the publicly available rate and describe the source. (#3) (600 character limit)**

Rate of service is the established rate of service for in-home Medicaid rates, listed here under 'Other Services'  
<https://apps.dss.mo.gov/fmsFeeSchedules/DLFiles.aspx>.

**d. Total Number of Units of Service to be Provided (#3)**

60

**e. Total Number of Unduplicated Individuals (#3)**

60

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

1

**g. Average Cost of Service per Individual (#3)**

122.28

**Service #3 - Service Fee**

a. Will the proposed service consumers be charged a fee? (#3)

No

Provide a rationale why no fees will be charged for the proposed service. (#3) (600 character limit)

Participants will not be required to pay a fee as the court does not want these services to be cost prohibitive. In the long run, assessment results will aid in timely reunification efforts

b. Is this proposed service billable to a third-party payor(s) (e.g. health insurance, state subsidy, etc.)? (#3)

No

Explain why the proposed service is not billable to a third-party payor. (#3) (600 character limit)

Missouri Medicaid does not cover mental health services for adults.

**Service #3 - Local Funding**

Does your organization CURRENTLY have an agreement with the City of Columbia, Boone County, and/or the Heart of Missouri United Way for this service? (#3)

No

**Service #3 - Funding Request**

a. Amount Requested from the City of Columbia, Boone County, or the Heart of Missouri United Way for this program service. (#3)

\$7,336.80

b. Proposed Number of Units of Service (#3)

60

c. Provide a justification for the requested level of funding from the City of Columbia, Boone County, Heart of Missouri United Way, or any other funders. Some examples include expanding capacity, filling a gap in or loss of funding from other funding resources, and/or enabling the organization access to funding from other funding sources. (#3) (600 character limit)

Mental health and substance use is a primary barrier identified by all CPS stakeholders, and is not covered by Missouri Medicaid or any current grants.

**Service #3 - Performance Measures****Outcome (3-1)**

CPS caregivers will receive more timely mental health assessments

**Indicator (3-1)**

100% of CPS caregivers who require mental health evaluation will receive one within 10 days of referral

**Method of Measurement (3-1)**

Completion of task, evaluation by Executive team, Referral Source Survey

**Additional Outcome (3-2)**

CPS caregivers will receive more timely substance use evaluations

**Additional Indicator (3-2)**

100% of CPS caregivers who require substance use evaluation will receive one within 10 days of referral

**Additional Method (3-2)**

Completion of task, evaluation by Executive team, Referral Source Survey

**Additional Outcome (3-3)**

Reduce amount of time children 0-5 spend in alternative care

**Additional Indicator (3-3)**

Reduce time from protective custody to return to parents for CPS completers by 25%.

**Additional Method (3-3)**

The court and Children's Division will measure this based on reports these entities are able to run for the time of kids in care in their electronic records.

**Additional Outcome (3-4)**

Increase permanency for children ages 0-5.

**Additional Indicator (3-4)**

75% of CPS completers will remain intact after 12 months

**Additional Method (3-4)**

Court data on re-entries

**Additional Outcome (3-5)****Additional Indicator (3-5)****Additional Method (3-5)****Service #3 - Performance Measures Narrative**

a. Describe how each outcome is attributable to the Program Goal, as stated in the Program Narrative section. (#3) (600 character limit)

Reduction of time spent in care and lasting permanency are primary goals. Timely access to mental health evaluation and substance use assessment is needed to assess parental readiness for services, and to guide CPS intervention

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

Assessment results may indicate parents are not ready to engage in CPS program, and may impact reduction of days in alternative care and increased permanency. CPS may receive more than estimated CPS referrals and will not be able to provide more than requested units of assessment.

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

All CPS caregivers who are in need of substance use and/or mental health evaluation at the time of referral are eligible for services. Timely assessment has been deemed 10 days post referral so that results can be included in 20 day assessment.

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

Assessments and assessment results will be delivered in writing, via email to Family Support Team Members. Executive Team will review completion. Court data on re-entries at 12 months post CPS will provide information regarding lasting permanency.

### Service #4 - Name, Definition, and Description

**a. Service #4 - Taxonomy of Service Name (300 character limit)**

4.18 Individual Therapy; 4.15 Family Therapy

**b. Service #4 - Taxonomy Definition of Service (300 character limit)**

Treatment: Provide critical mental health treatment to CPS children and families to aid in reunification and lasting permanency.

**c. Provide a detailed description of the proposed service (#4). This should include how this service would be delivered, what other activities that are included, what consumers are affected, collaboration with other organizations, and any other pertinent information to fully understand how this program service will be delivered. (3000 character limit)**

At the time of referral, Children's Division is asked to provide both primary and secondary rationale for removal of minor children from parents referred to CPS. Additionally, the referral source is asked to indicate if mental health and substance use are issues for the parents, and if services are needed. Within 72 hours of referral, CPS meets with the Case Manager and the parents in the family home to conduct an intake screening. During that time, a conversation about reasons for removal, primary barriers to reunification, and mental health/substance use needs are discussed. In the first 20 days parents will engage in an assessment period. During this time period, families will be identified as needing a substance use evaluation to determine need for ongoing substance use treatment as well as the impact of their substance use on parental capacity. During this time period, families will be identified as needing mental health treatment as well as the impact of their mental health on parental capacity. Family Facets will contract with/employ a qualified and licensed therapist and substance use counselor to provide these services in the families home, or in the office if needed. CPS will coordinate with these professionals and alter treatment plans, resource brokerage, and delivery of intervention plans as needed.

Individual treatment will be delivered to children, adolescents, and parents; and family therapy will be delivered to parents with one or more children present. Therapy sessions will be guided by assessment and diagnoses, as well as CPS assessment protocols (and vice versa). Treatment will occur in the home in order to reduce barrier of transportation.

### Service #4 - Outputs

**a. Unit Measure (e.g. 15 minutes, one hour, one bed night, one pound of food, etc) (#4)**

One hour

**b. Unit Rate (#4)**

\$75.33

**IMPORTANT REMINDER: Organizations should limit their rates, when appropriate, to an established public funding unit rate (e.g. Missouri Department of Mental Health (DMH), Medicaid, MO Healthnet, Missouri Department of Social Services (DSS), etc). (#4)**

**c. Is the proposed Unit Rate tied to an established public funding rate? (#4)**

Yes

**Indicate the publicly available rate and describe the source. (#4) (600 character limit)**

Rate of service is the established rate of service for in-home Medicaid rates, listed here under 'Other Services'  
<https://apps.dss.mo.gov/fmsFeeSchedules/DLFiles.aspx>.

**d. Total Number of Units of Service to be Provided (#4)**

1816

**e. Total Number of Unduplicated Individuals (#4)**

67

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

27.1

**g. Average Cost of Service per Individual (#4)**

2041.78

### Service #4 - Service Fee

**a. Will the proposed service consumers be charged a fee? (#4)**

No

**Provide a rationale why no fees will be charged for the proposed service. (#4) (600 character limit)**

Participants will not be required to pay a fee as the court does not want these services to be cost prohibitive. In the long run, mental health treatment will aid in timely and lasting reunification efforts.

**b. Is this proposed service billable to a third-party payor(s) (e.g. health insurance, state subsidy, etc.)? (#4)**

Yes

Indicate the third-party payor(s) to be billed and the consumer eligibility criteria for the third-party source(s). (#4) (600 character limit)  
 Family therapy and Individual Therapy (children ages 3-17) should be covered under MO Health Net while children are in Alternative Care.

What program service fee payment options will be provided to program consumers if they are uninsured or underinsured (e.g. catastrophic coverage, high deductible, etc.)? (#4) (600 character limit)

CPS will only bill CSB for assumed covered services if MO Health Net or managed Medicaid does not pay. If no payer reimburses, families will not be charged.

**Service #4 - Local Funding**

Does your organization CURRENTLY have an agreement with the City of Columbia, Boone County, and/or the Heart of Missouri United Way for this service? (#4)

No

**Service #4 - Funding Request**

a. Amount Requested from the City of Columbia, Boone County, or the Heart of Missouri United Way for this program service. (#4)  
 \$68,399.64

b. Proposed Number of Units of Service (#4)  
 908

c. Provide a justification for the requested level of funding from the City of Columbia, Boone County, Heart of Missouri United Way, or any other funders. Some examples include expanding capacity, filling a gap in or loss of funding from other funding resources, and/or enabling the organization access to funding from other funding sources. (#4) (600 character limit)

It is estimated we will provide a total of 1816 units per year (908 individual Therapy and 908 Family Therapy). Family therapy units funding in the amount of \$68,399.64 (max) will be billed through MO Health Net. The remaining is the maximum requested to cover 908 hours of individual Therapy for uninsured adults receiving CPS Services.

**Service #4 - Performance Measures**

| Outcome (4-1)   | Indicator (4-1)  | Method of Measurement (4-1)   |
|---|--|---|
| CPS children and families will have increased access to mental health services                  | 90% of CPS children and families who require mental health treatment will initiate services within 15 days of referral.          | Completion of task, evaluation by Executive team, Referral Source Survey  |
| <b>Additional Outcome (4-2)</b><br>Reduce amount of time children 0-5 spend in alternative care | <b>Additional Indicator (4-2)</b><br>Reduce time from protective custody to return to parents for CPS program completers by 25%. | <b>Additional Method (4-2)</b><br>The court and Children's Division will measure this based on reports these entities are able to run for the time of kids in care in their electronic records. |
| <b>Additional Outcome (4-3)</b><br>Increase permanency for children ages 0-5.                   | <b>Additional Indicator (4-3)</b><br>75% of CPS completers will remain intact after 12 months                                    | <b>Additional Method (4-3)</b><br>Court data on re-entries  |
| <b>Additional Outcome (4-4)</b>   | <b>Additional Indicator (4-4)</b>  | <b>Additional Method (4-4)</b>  |
| <b>Additional Outcome (4-5)</b>   | <b>Additional Indicator (4-5)</b>  | <b>Additional Method (4-5)</b>  |

**Service #4 - Performance Measures Narrative**

a. Describe how each outcome is attributable to the Program Goal, as stated in the Program Narrative section (#4) (600 character limit)  
 Reduction of time spent in care and lasting permanency are primary goals. Timely access to mental health treatment for both children and caregivers is essential.

b. Describe and document any external factors or variables which may affect the proposed outcome(s) (#4) (600 character limit)  
 Children under the age of 3 are not eligible for individual therapy, and can only receive family therapy. CPS may receive more than estimated CPS referrals and will not be able to provide more than requested units of individual and family therapy.

c. Provide a rationale for the measurement level(s) for each indicator (#4) (600 character limit)  
 All CPS children and caregivers who are in need of individual and family treatment at the time of referral are eligible for services. Timely access has been deemed 15 days post referral to services.

d. Provide a rationale for each method of measurement (#4) (600 character limit)  
 Initiation and continuation of individual and family treatment of CPS families will be communicated to Family Support Team in CPS weekly reports. Court data on re-entries at 12 months post CPS will provide information regarding lasting permanency.



**Service #5 - Name, Definition, and Description**

- a. Service #5 - Taxonomy of Service Name (300 character limit)
- b. Service #5 - Taxonomy Definition of Service (300 character limit)
- c. Provide a detailed description of the proposed service (#5). This should include how this service would be delivered, what other activities that are included, what consumers are affected, collaboration with other organizations, and any other pertinent information to fully understand how this program service will be delivered. (3000 character limit)

**Service #5 - Outputs**

- a. Unit Measure (e.g. 15 minutes, one hour, one bed night, one pound of food, etc) (#5)
- b. Unit Rate (#5)  
\$0.00
- IMPORTANT REMINDER:* Organizations should limit their rates, when appropriate, to an established public funding unit rate (e.g. Missouri Department of Mental Health (DMH), Medicaid, MO Healthnet, Missouri Department of Social Services (DSS), etc). (#5)
- c. Is the proposed Unit Rate tied to an established public funding rate? (#5)
- d. Total Number of Units of Service to be Provided (#5)  
0
- e. Total Number of Unduplicated Individuals (#5)  
0
- f. Average Number of Units of Service per Unduplicated Individual (#5)  
0
- g. Average Cost of Service per Individual (#5)  
0

**Service #5 - Service Fee**

- a. Will the proposed service consumers be charged a fee? (#5)
- b. Is this proposed service billable to a third-party payor(s) (e.g. health insurance, state subsidy, etc.)? (#5)

**Service #5 - Local Funding**

Does your organization CURRENTLY have an agreement with the City of Columbia, Boone County, and/or the Heart of Missouri United Way for this service? (#5)

**Service #5 - Funding Request**

- a. Amount Requested from the City of Columbia, Boone County, or the Heart of Missouri United Way for this program service. (#5)  
\$0.00
- b. Proposed Number of Units of Service (#5)  
0
- c. Provide a justification for the requested level of funding from the City of Columbia, Boone County, Heart of Missouri United Way, or any other funders. Some examples include expanding capacity, filling a gap in or loss of funding from other funding resources, and/or enabling the organization access to funding from other funding sources. (#5) (600 character limit)

**Service #5 - Performance Measures**

|                          |                            |                             |
|--------------------------|----------------------------|-----------------------------|
| Outcome (5-1)            | Indicator (5-1)            | Method of Measurement (5-1) |
| Additional Outcome (5-2) | Additional Indicator (5-2) | Additional Method (5-2)     |

Additional Outcome (5-3)

Additional Indicator (5-3)

Additional Method (5-3)

Additional Outcome (5-4)

Additional Indicator (5-4)

Additional Method (5-4)

Additional Outcome (5-5)

Additional Indicator (5-5)

Additional Method (5-5)

#### Service #5 - Performance Measures Narrative

- a. Describe how each outcome is attributable to the Program Goal, as stated in the Program Narrative section (#5) (600 character limit)
- b. Describe and document any external factors or variables which may affect the proposed outcome(s) (#5) (600 character limit)
- c. Provide a rationale for the measurement level(s) for each indicator (#5) (600 character limit)
- d. Provide a rationale for each method of measurement (#5) (600 character limit)

#### Total Amount Requested for Start-Up and Service #1 - Service #5

Total Amount Requested for Start-Up and Service #1 - Service - #5  
273036.44

#### Linked 'Agreement Form - V3' Records

[Link Instructions - Agreement Form - V3](#)

#### Linked 'Agreement Form - V3.1' Records

[Link Instructions - Agreement Form - V3.1](#)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 2019

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of

July

2019


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

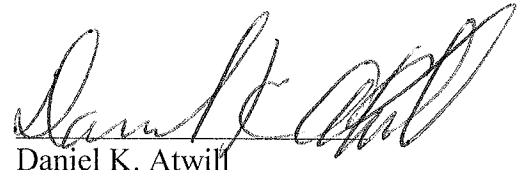
Now on this day, the County Commission of the County of Boone does hereby award Contract 08-04APR19 – Voting Systems to Election Systems & Software, LLC.

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

Done this 16th day of July 2019.

ATTEST:

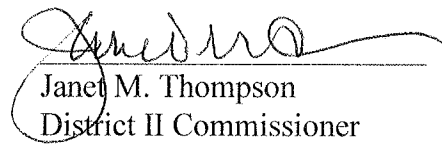
  
Brianna L. Lennon *DKB*  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
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, CPPO, CPPB  
DATE: July 9, 2019  
RE: RFP Award Recommendation: *08-04APR19 – Voting Systems*

Request for Proposal *08-04APR19 – Voting Systems* closed on April 4, 2019. Three proposal responses were received.

The evaluation committee consisted of the following:

Brianna Lennon, Boone County Clerk  
James Barnes, Senior Programmer, IT  
Art Auer, Elections Director, Clerk  
Gary Roberts, Operations Manager, Clerk  
Kenneth Canole, Voting Systems Manager, Clerk

The evaluation committee recommends award to Election Systems & Software, LLC per their attached Evaluation Report. Total cost of contract is \$825,558.00 and will be paid as follows:

\$357,484.00 - 2300 – Election Services, 92300 – Replacement Machinery & Equipment  
\$187,281.00 - 2320 – Election Equipment Replacement Activity, 92300 - Replacement Machinery & Equipment  
\$280,793.00 - 1132 – Election & Registration, 92300 – Replacement Machinery & Equipment

There is an initial two-year warranty period. At the end of the two-year warranty period, annual maintenance will be firm for three additional years at \$61,120.00 per year. Maintenance may be renewed annually beyond year five with no more than a 5% increase annually.

ATT: Evaluation Report

cc: Proposal File

## Evaluation Report for Request for Proposal

08-03APR19 – Voting Systems

### OFFEROR #1: Election Systems & Software, LLC

It has been determined that Election Systems & Software, LLC has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that Election Systems & Software, LLC has submitted a **non-responsive** proposal.

Proposed: DS200 Precinct Scanner and Tabulator, ExpressVote Universal Voting System, DS450 Central Scanner and Tabulator, Electionware Election Management System, Project Management Services and Training, Hardware and Software Services and Support

### Experience, Expertise and Reliability of Offeror

#### **Strengths:**

- ES&S has been providing election equipment, software, and services since 1979 and has been in Missouri since 1991 (pg. 8-9).
- The proposed equipment is currently installed in Johnson County, Laclede County, Greene County and Kansas City (cover letter).
- ES&S as a company has supported more than 100,000 elections and has installed more than 200,000 voting systems (Executive Summary).
- Boone County's current voting system, which was purchased in 2006, is ES&S equipment and ES&S has provided support services and maintenance to Boone County throughout that time.
- Company has established relationship with KNOWiNK poll pads for optional integration with equipment.
- ES&S owns the intellectual property rights for their system software source code, which makes them unique between these competitors.

#### **Concerns:**

- ES&S is based in Omaha, Nebraska, although maintenance of equipment can be done on-site or performed by staff.

## Method of Performance

### **Strengths:**

#### **Equipment:**

- Interface between Express Vote and KNOWiNK lets the voter pull up their correct ballot without requiring the help of an election judge (extra components are required for this to work).
- DS450 (Central Count) tabulator has printer functionality that adds a number to every ballot (after they are tabulated) to allow for risk limiting audits.
- Equipment has 4 hours of battery backup that is integrated into the machine.
- The Express Vote and DS200 have no internet connections.
- Paper ballots and ballots printed from the Express Vote can both be fed into the DS200 Precinct reader.
- Express Vote has a unique ballot stock. This blank ballot is not set for a specific election. Unused ballots could be used for the next election. This is also a security benefit as a ballot card must be provided by an election judge before a voter can start voting the machine (i.e. a voter could not use the Express Vote to mark multiple ballots without asking a judge to spoil a ballot and provide a replacement).
- Voter can verify their vote by inserting their completed ballot card into Express Vote for confirmation that what is printed on their card is what is read by the system.
- Headphones and audio ballot handsets are included with the Express Vote. The handset is patented with the customary layout of buttons.
- DS200 comes with security lid attached and stays attached to the reader during election. Has viewing windows in the ballot path for checking for jams.
- DS450 Central Scanner has ballot sorting capability.
- Current boxes used by the county for transport can still be used and supplies could be transported along with equipment in the metal box. Wheels will have to be removed from the DS200.
- County staff can clean scanners and access the reader for maintenance.
- Full election and ballot styles can be included on every piece of equipment.
- Provisional ballot envelope slot is in the front of the machine.
- DS200 has a large screen for voters and judges to read any error messages, though it does not have an auditory sound if there is an issue for the voter to address.
- During demonstration, the Express Vote was accessible and would work well for individuals with disabilities.

#### **Software:**

- Software is fully customizable and allows the county to program our own election and print our own ballots.
- ES&S software automatically generates audio ballots and the pronunciation can be customized.

- Election result reports can be saved in several formats including PDF, XLS, HTML, CSV, XML, and ASCII.
- Program has import capability to take the County's jurisdictional data, such as voting locations, districts, candidate, and contest information.
- All ballots are imaged by the equipment for adjudication purposes and have a cast vote record of how the system interpreted the voter's selections. This aids in auditing and adjudication of ballots.
- To make the software operational, it does not need to access the County's domain (network) or the Internet.
- ES&S operating system and network are designed and put together with hardened security before being brought here and then tested again on-site for quality assurance.

**Concerns:**

**Equipment:**

- ES&S does include a charge for disposal of equipment.
- USB drives are an additional cost since they are specific ES&S USB drives.
- DS200 could fit on current county ballot bins, but it would require a retrofit that the county would have to pay for.
- The DS200 precinct tabulator will eventually have risk limiting audit features, but the features are in development.
- Real-time backup does not occur because the optional backup USB drive is written during the close polls process. The USB drive should not be removed until the close polls process is completed.
- During creation of the election, one election-specific password is created to be used for all DS200 machines to access supervisor menu for troubleshooting.
- DS200 has two guides for ballots, one for larger ballots and one for the Express Vote so training will be needed on the correct insertion location.

**Software:**

- N/A

OFFEROR #2: Dominion Voting Systems/Elkins-Swyers Company

It has been determined that Dominion Voting Systems/Elkins-Swyers Company has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that Dominion Voting Systems/Elkins-Swyers Company has submitted a **non-responsive** proposal.

Experience, Expertise and Reliability of Offeror

**Strengths:**

- Elkins-Swyers Printing Company was established in 1910, located in Missouri, and has a former County Clerk on staff (pg. 13).
- Dominion supports 1,300 jurisdictions nationwide (pg. 14) and has more than 100,000 precinct tabulator units deployed worldwide (pg. 15).
- Good record in Colorado elections, where Dominion is based (note that Colorado is a vote-by-mail state with vote centers, which means the equipment may not be used the same way in Boone County).
- Companies have established relationship with KNOWiNK poll pads for optional integration with equipment.

**Concerns:**

- References provided were not located in Missouri and were large jurisdictions governed by different state law that administered elections in a different way (vote-by-mail, central counting) (pg. 7).
- Dominion equipment is used in smaller Missouri counties, which often utilize Elkins-Swyers' "turnkey election", which includes equipment, ballot layout, coding, printing, testing, and delivery for small counties. We would not utilize that service since Boone County is a program-your-own election county and prefers to keep ballot layout, coding, testing, and some printing in-house for accountability and security purposes.
- Elkins-Swyers is located in Springfield and sells Dominion equipment, but Dominion is its own company in Colorado. Repairs would need to happen at their repair facility in Texas.
- Concern over excessively large trade in allowance/discount being given in comparison to their competitors.

Method of Performance

**Strengths:**

**Equipment:**



- The ImageCast Precinct reader and Image Cast X have no internet connections.
- Paper ballots and ballots printed from the ImageCast X can both be fed into the ImageCast Precinct reader.
- Components are largely off-the-shelf, which is intended to make it easier to replace broken or old equipment.
- The ImageCast Precinct reader can read sharpie marker-marked paper ballots.
- Image Cast X has removable batteries which are charged outside the device, which can allow swapping out of batteries on election day.
- Testing and final load of machines requires clearing of test media and the ImageCast Precinct readers allows that to occur within the machine.
- Interface between ImageCast X and KNOWiNK lets the voter pull up their correct ballot without requiring the help of an election judge (extra components are required for this to work).
- ImageCast Precinct reader uses a password paired with a hardware token to access supervisor menu for troubleshooting.
- Full election and ballot styles can be included on every piece of equipment.

**Software:**

- Dominion's software automatically generates audio ballots and the pronunciation can be customized.
- Ballot images include AuditMark, which is a record of how the system interpreted the voter's selections. This aids in auditing and adjudication of ballots.
- System has risk limiting audit capability.
- To make the software operational, it does not need to access the County's domain (network) or the Internet.
- Software is fully customizable and allows the county to program our own election and print our own ballots.
- Program has import capability to take the County's jurisdictional data, such as voting locations, districts, candidate, and contest information.
- It is possible at the end of an election to gather all logs and store them in one zip file. They also have several election result report file export options, including PDF, Word, (Data Stream Options) XML/HTML.
- The system employs automated scripts for hardening of the OS, which disables any unused application or service and locks down several Microsoft Windows 10/Windows 2012 server features.

**Concerns:**

**Equipment:**

- ImageCast Precinct has a dual path for ballots: regular and write-ins. The compartment in the bin for write-in ballots can be difficult for judges to access for removal of ballots. The provisional ballot storage is also in the back of machine, which can be hard for voters and poll workers to access.

- ImageCast Precinct has a small screen for voters and judges to read any error messages.
- Each ImageCast X ballot marking device requires a separate off-the-shelf laser printer that uses toner cartridges and paper. This can introduce the possibility of a paper jam or other mechanical issue, which could be problematic for judges during the election and election day set-up. (voters can pull the ballot out while it's printing, causing errors or smudging)
- Aside from an optional soft-sided case, the off-the-shelf printer also doesn't have a storage or delivery container for transport or protection of the equipment.
- The ImageCast X has removable batteries that also require additional storage space to charge and store them.
- With the ImageCast Precinct, county staff would not be able to clean scanners or access the reader for maintenance, and if there are any problems with those components, the machine will need to be shipped back at the county's expense for repair and cleaning. Dominion will pay for return shipping.
- The ADA component (ImageCast X), particularly the audio ballot, was not quite intuitive for voters, which we observed during the demonstration and the keypad functionality is a separate cost item.
- General perspective of Dominion is that the equipment is easily replaceable with off-the-shelf components and they expect the equipment to be replaced more often. We are concerned components might break more easily (like the large tablet with little protection or the off-the-shelf printer) and Dominion's expectation (as stated in the demonstration) would be that we do a full equipment replacement at five years.
- System relies on a plastic card being encoded (if using separate KNOWiNK encoders) or pre-coded for use by election judges in order to begin the voting session.
- ImageCast Precinct and the ImageCast X cannot fit together in current boxes used by the county for transport. County would either need to replace the metal transport boxes or find a new way to transport.

**Software:**

- Dominion did not utilize data supplied by Boone County in their software demonstration (as requested in the RFP). Dominion utilized St. Louis County's data because they were preparing for a demonstration in St. Louis County. Of all three vendors, they were the only one not able to meet this request, which seemed concerning from a support perspective if they were supporting several large jurisdictions on election day and spread thin.
- Elkins-Swyers does not own the intellectual property rights for the Dominion system software.

OFFEROR #3: Henry M. Adkins & Son, Inc. / Unisyn

It has been determined that Henry M. Adkins & Son, Inc. has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that Henry M. Adkins & Son, Inc. has submitted a **non-responsive** proposal.

Experience, Expertise and Reliability of Offeror

**Strengths:**

- Companies have established relationship with KNOWiNK poll pads for optional integration with equipment.
- Henry Adkins and Son, Inc. was established in 1939, located in Missouri, and has a former County Clerk on staff (pg. 2).
- Unisyn is based in California and has been offering elections equipment and services since 2005.
- Adkins normally delivers products in their own fleet of vehicles.
- Unisyn equipment is used in 73 Missouri counties, including Jackson County.
- Adkins staff is completely trained and certified in the operation and programming of the Unisyn OpenElect system.

**Concerns:**

- Most of the 73 counties utilizing Unisyn equipment are smaller than Boone County.

Method of Performance

**Strengths:**

**Equipment:**

- The Freedom Vote and OVO scanner have no internet connections.
- Paper ballots and ballots printed from the Freedom Vote can both be fed into the OVO Precinct reader.
- Freedom Vote tablet was well-received in demonstrations by voters with disabilities.
- Screen Reader is integrated for audio ballots.
- OVO prints a message if a ballot has an issue in addition to showing on the OVO screen, which is large.
- County staff can be trained to assess equipment.
- OVO scanner has a hard drive installed to retain information in case of an emergency.
- Unique QR Codes are used to open and close polls and for supervisor access for troubleshooting on both the OVO and Freedom Vote.

- Interface between Freedom Vote and KNOWiNK lets the voter pull up their correct ballot without requiring the help of an election judge (extra components are required for this to work).
- Full election and ballot styles can be included on every piece of equipment.

**Software:**

- To make the software operational, it does not need to access the County's domain (network) or the Internet.
- The software runs on the Linux operating system and hardening is done at the compilation of the system by Unisyn.
- System has risk limiting audit capability (using additional optional software).
- Program has import capability to take the County's jurisdictional data, such as voting locations, districts, candidate, and contest information.

**Concerns:**

**Equipment:**

- If the general QR code that brings up the ballot is used, it would have to be held by the poll worker because it can be reused (i.e. a voter with the generic ballot style QR code could use the Freedom Vote to print multiple ballots since it prints on thermal paper).
- No battery backup is integrated into the machines, so the solution suggested is to purchase multiple UPSs to deploy in power outage.
- Concerns about the durability of the OVO because it does have a hard drive installed and the machines receive a lot of wear and tear.
- The provisional ballot storage on the OVO precinct scanner is also in the back of machine, which can be hard for voters and poll workers to access.
- OVO and Freedom Vote cannot fit together in current boxes used by the county for transport. County would either need to replace the metal transport boxes, find a new way to transport, or fit the Freedom Vote inside the bin of the OVO for delivery (which would require election judges to reseal the OVO precinct reader to the bin after taking the Freedom Vote out of the bin).
- At the end of election night, election judges would have to remove the OVO precinct reader from the bin to access ballots for removal. The depth of the bin might require the bin to be laid down on side to get ballots out. There is no side access to the ballots.

**Software:**

- Screen Reader cannot be customized for pronunciation of candidate names although future versions of the software may include it.
- OpenElect has a set way to set up ballots that is a different layout than current ballots and there is very little customization available.
- Election result reports are only able to be outputted in PDF format.
- Henry Adkins does not own the intellectual property rights for Unisyn system software.

**SUMMARY:**

The evaluation committee members consisted of staff from the Boone County Clerk's office: Brianna Lennon, Boone County Clerk; Art Auer, Elections Manager; James Barnes, Elections IT; Gary Roberts, Elections Operations Manager; and, Kenneth Canole, Voting Systems Manager.

Subject Matter Experts that were consulted throughout the process and who attended the public demonstration to provide feedback included Rodney Davis (Election Judge), Beverly Braun (Election Judge), Dawn Zeterberg (representative of Columbia Disabilities Commission), and Gary Wunder (representative of the National Federation of the Blind).

The initial committee review meeting was held April 15, 2019. Following review of the proposal responses, areas of concerns were identified that needed additional clarification. A clarification was sent to each of the Offerors. It was also decided to move forward with receiving demonstrations from all three Offerors.

Vendor demonstrations in which the vendors came to the Boone County Clerk's office to demonstrate how their hardware and software work with the election equipment were held on April 29/Henry M. Adkins, April 30/Elections Systems & Software, and May 1/Elkins-Swyers.

A public demonstration in which we set up the voting machines at a centrally located and accessible public place so voters could experience the equipment was held on May 2, 2019 at the City of Columbia's Activity & Recreation Center (ARC).

The evaluation committee met again on May 7 to discuss the demonstrations. The committee scored the three proposal responses to determine which vendors to move forward with to receive a Best and Final Offer. It was decided to receive a BAFO from all three.

The evaluation committee met on May 21 to review the BAFO. They had additional clarification questions for ES&S, KNOWiNK, Adkins, and Elkins-Swyers. The evaluation committee met on June 3 to review the clarification/BAFOs and to score the BAFO/Clarification/RFP responses again.

**Recommendation for Award: Election Systems & Software, LLC**

**Summary:**

The committee carefully considered each of the three submittals along with their clarifications and demonstrations. Boone County has a history of highly customized elections and the goal for the committee was to select equipment that would best serve Boone County voters while replacing aging equipment with a newer, more efficient system that enhanced security features over existing system capabilities, upgraded ADA features and accessibility, and provided for future advancements in elections administration. Election Systems & Software, LLC achieves those goals by providing updated hardware, software, and support through Electionware and the Express Vote and DS200 election equipment. The Express Vote machine is fully accessible,


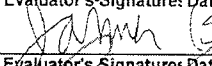
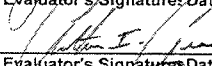
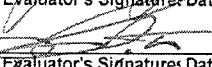
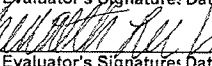
programmed with improved audio ballot functionality for voters, and can be placed on a table for ease-of-use. It is also an all-in-one device that does not require a separate printer because it prints the voters' selections on a blank ballot card. Voters cannot accidentally or intentionally cast multiple ballots because a blank ballot card, obtained only from election judges, is necessary to initiate a voting session. The DS200 provides a large screen for troubleshooting messages, scans and images each ballot for adjudication, and can be easily set up and shut down by election judges at polling places. The equipment also has integrated battery backup for emergency situations. The DS450 central tabulator allows for sorting of ballots and facilitates advanced auditing, such as risk limiting auditing. The Electionware software also allows the county to create ballots to our specifications and to program the DS200 and Express Vote to contain an entire election so that the equipment can be used during absentee voting periods, saving the county time and cost.

Short list

**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**  
**REQUEST FOR PROPOSAL NUMBER - 08-04APR19 - Voting Systems**  
 Melinda Bobbitt, CPPPO, CPPB, Director of Purchasing

|   | NAME OF OFFEROR                               | Method of Performance(30 points) | Experience/Expertise of Contractor (20 points) | TOTAL SUBJECTIVE POINTS (50 pts.) | For Purchasing Use Only |                             |
|---|---|----------------------------------|--|-----------------------------------|-------------------------|-----------------------------|
|   |   |                                  |  |                                   | COST POINTS (50 pts.)   | TOTAL POINTS (Max 100 pts.) |
| 1 | Election Systems & Software, LLC              | 30                               | 20   | 50                                | 36                      | 86                          |
| 2 | Dominion Voting Systems/Eikins-Swyers Company | 21                               | 14   | 35                                | 50                      | 85                          |
| 3 | Henry M. Adkins & Son, Inc.                   | 20                               | 15   | 35                                | 33                      | 68                          |

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


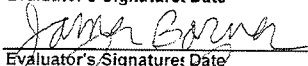
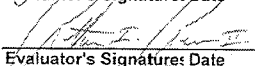


|   |                        |                        |       |
|---|------------------------|------------------------|-------|
|    | Brianna Lennon         | Clerk                  |       |
| Evaluator's Signatures: Date  | Evaluator Printed Name | Title                  | Dept. |
|    | James Barnes           | Senior Programmer      | IT    |
| Evaluator's Signatures: Date  | Evaluator Printed Name | Title                  | Dept. |
|   | Art Auer               | Election Director      |       |
| Evaluator's Signatures: Date  | Evaluator Printed Name | Title                  | Dept. |
|  | Gary Roberts           | Operations Manager     |       |
| Evaluator's Signatures: Date  | Evaluator Printed Name | Title                  | Dept. |
|  | Kenneth Canole         | Voting Systems Manager |       |
| Evaluator's Signatures: Date  | Evaluator Printed Name | Title                  | Dept. |

3 AFO  
Final Scoring

**EVALUATION REPORT FORM**  
 PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI  
 REQUEST FOR PROPOSAL NUMBER - 08-04APR19 - Voting Systems  
 Melinda Bobbitt, CPPO, CPPB, Director of Purchasing

|   | NAME OF OFFEROR                               | Method of Performance(30 points) | Experience/Expertise of Contractor (20 points) | TOTAL SUBJECTIVE POINTS (50 pts.) | For Purchasing Use Only |                             |
|---|---|----------------------------------|--|-----------------------------------|-------------------------|-----------------------------|
|   |   |                                  |  |                                   | COST POINTS (50 pts.)   | TOTAL POINTS (Max 100 pts.) |
| 1 | Election Systems & Software, LLC <i>new</i>   | 30                               | 20   | 50                                | 38                      | 88                          |
| 2 | Dominion Voting Systems/Elkins-Swyers Company | 21                               | 14   | 35                                | 50                      | 85                          |
| 3 | Henry M. Adkins & Son, Inc.                   | 20                               | 15   | 35                                | 44                      | 79                          |

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

|   |                        |                        |       |
|---|------------------------|------------------------|-------|
|    | Brianna Lennon         | Boone County Clerk     | Clerk |
| Evaluator's Signature: Date   | Evaluator Printed Name | Title                  | Dept. |
|    | James Barnes           | SW Program             | IT    |
| Evaluator's Signature: Date   | Evaluator Printed Name | Title                  | Dept. |
|   | Art Auer               | Electronics Director   | VR    |
| Evaluator's Signature: Date   | Evaluator Printed Name | Title                  | Dept. |
|  | Gary Roberts           | Operations Manager     | VR    |
| Evaluator's Signature: Date   | Evaluator Printed Name | Title                  | Dept. |
|  | Kenneth Canole         | Voting Systems Manager | VR    |
| Evaluator's Signature: Date   | Evaluator Printed Name | Title                  | Dept. |



**PURCHASE AGREEMENT  
FOR  
Voting Systems**

**THIS AGREEMENT** dated the 16th day of July, 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Election Systems & Software, LLC**, herein "Contractor" or "ES&S."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Proposal for **Voting Systems** number **08-04APR19** with any applicable addenda, ES&S's General Terms with Exhibit A – Hardware Maintenance and Software License, Maintenance and Support Services, ES&S's quotes for EVS 6.0.2.0. PYO Standalone EMS and EVS 6.0.2.0 PY Client/Server, Rob Wiebusch emails dated May 25, 2019, June 3, 2019, and June 28, 2019, Clarification #1, #3 and #4 with Best and Final Offer (BAFO) #2, the Contractor's Proposal Response dated April 4, 2019, clarification responses #1, #3, #4 with best and final offer response #2, all executed by **Rob Wiebusch** on behalf of the Contractor. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with Proposal Response may be permanently maintained in the County Purchasing Office file for this proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Proposal, any applicable addenda and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's Proposal Response(s).
2. **Contract Duration** - This agreement shall commence on **the date of award by Commission Order above** and extend for a two-year period following installation of equipment, subject to the provisions for termination specified below. This maintenance agreement may be renewed for up to an additional three (3) one-year periods, following the initial warranty/maintenance two-year period. **Maintenance pricing is firm for years three, four and five for \$61,120.00 per year. Maximum percentage increase or decrease for any, one-year renewal period beyond year five is 5.0%.**
3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items/services per the proposal specifications, and responded to on the Response / Pricing Page of BAFO #2, and in conformity with the contract documents for the prices set forth in the Contractor's Proposal Response, as needed and as ordered by the County, all as set forth in the table below.

|        | <u>Description</u>   | <u>Unit Cost</u> | <u>Qty.</u> | <u>Extended Total</u> |
|--------|--|------------------|-------------|-----------------------|
|        | <u>Pricing for New Ballot Box</u>  | <u>Unit Cost</u> | <u>Qty.</u> | <u>Extended Total</u> |
| 6.1.1. | <b>Equipment: Central Tabulating Machine</b><br>Model DS450 Hardware Version 1.0 (includes Scanner, Steel Table/Cart, Start-Up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Two (2) 8GB Thumb Drives, and Annual License Fee)              | \$49,950.00      | 1           | \$49,950.00           |
| 6.1.2. | <b>Equipment: Electronic Vote Counting System Precinct Tabulators with required Peripherals and related software.</b><br>Model DS200 Hardware Version 1.3 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and 4GB Jump Drive) | \$5,750.00       | 100         | \$575,000.00          |

|         |   |                    |                              |                       |
|---------|---|--------------------|------------------------------|-----------------------|
|         | <b>4GB Jump Drive (Additional)</b>  | \$105.00           | 10                           | \$1,050.00            |
| 6.1.3.  | <b>Equipment: Ballot Marking Devices (BMD) for the Electronic Vote Counting System with required peripherals and related software.</b><br>ExpressVote BMD Terminal Hardware Version 1.0 (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, 4GB Flash Drive and Power Supply with AC Cord) | \$3,325.00         | 100                          | \$332,500.00          |
|         | <b>ExpressVote Version 1.0 BAFO Discount</b>  |                    |                              | <b>(\$10,000.00)</b>  |
|         | <b>ExpressVote Soft-Sided Case</b>  | \$175.00           | 100                          | \$17,500.00           |
| 6.1.4.  | <b>Battery Backup Source outlined in section 3.2.4.2.2. and for all above equipment</b>   | Included           | Included                     | Included              |
| 6.1.5.  | <b>Programming and Results Software outlined in section 3.2.4.4.</b>  | \$17,400.00        | 1                            | \$17,400.00           |
| 6.1.6.  | <b>Election Accumulating and Reporting Computer(s) outlined in section 3.2.4.1.7.</b>   |                    | 2 work-stations and 1 server | \$12,683.00           |
| 6.1.7.  | <b>Delivery of all equipment (6.1.1. through 6.1.10.)</b>   |                    |                              | \$1,800.00            |
| 6.1.8.  | <b>Installation of all equipment (6.1.1 through 6.1.6.)</b>   |                    |                              | \$23,925.00           |
| 6.1.9.  | <b>Training</b>   |                    |                              | Included              |
| 6.1.10. | <b>In-Person Support outlined in section 3.2.4.1.12.</b>  |                    |                              | Included              |
|         | <b>Tabletop Scanners for ExpressVote</b>  | \$495.00           | 100                          | \$49,500.00           |
| 6.1.12. | <b>Disposal Fee of existing equipment</b>   |                    |                              | \$7,500.00            |
| 6.1.3.  | <b>Trade-In Allowance</b>   |                    |                              | <b>(\$253,250.00)</b> |
|         | <b>TOTAL</b>  |                    |                              | \$825,558.00          |
| 6.1.11. | <b>Equipment Maintenance Agreement (per year starting year 3 – after required two-year warranty period. Maintenance is firm for years 3, 4, and 5.</b>  | \$61,120.00 / year |                              |                       |

4. **Delivery** – The equipment shall be delivered and installed within 42 calendar days after receipt of Purchase Order and Notice to Proceed. All deliveries shall be made FOB Destination with freight charges included and prepaid. Contractor pays and bears the freight charges.

5. **Training** – Training shall be provided to Boone County staff within one day of installation.

6. **Billing and Payment** - All billing shall be invoiced to the **Boone County Clerk**, 801 E. Walnut Street, Room 236, Columbia, MO 65201 and billings may only include the prices listed in the Contractor's BAFO #2 response. No additional fees for delivery or extra services not included in the BAFO #2 response or taxes shall be included as additional charges in excess of the charges in the Contractor's response to the specifications. The County agrees to pay all monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in

the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

Invoices will be issued in accordance with the following schedule:

|  |                     |
|--|---------------------|
| Contract Execution   | \$223,793.00        |
| Upon delivery of the Programming and Results Software and Election Accumulating and Reporting Computer | \$280,000.00        |
| Upon delivery of the DS450   | \$27,484.00         |
| Upon delivery of the DS200's   | \$57,000.00         |
| Upon delivery of the BMD units   | \$50,000.00         |
| Upon delivery of the Tabletop Scanners   | \$49,500.00         |
| Remainder following completion of training   | \$137,781.00        |
|  | <b>\$825,558.00</b> |

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

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

9. **Termination** – Except as otherwise set forth, herein, this agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, provided Contractor, after receipt of notice by the County, fails to cure any such breach within thirty (30) days or such other period of time as may be provided by the County based on the timing of any upcoming election and the circumstances of the breach, or
- b. County may terminate this agreement if, in the opinion of the Boone County Commission, delivery of products/services are delayed, or products/services delivered are not in conformity with the contract documents and Contractor, after receipt of notice by County, fails to cure any such breach and/or nonconformity within thirty (30) days or such other period of time as may be provided by the County based on the timing of an upcoming election and the circumstances of the breach and/or nonconformity, or
- c. If appropriations are not made available and budgeted for any calendar year.
- d. Boone County 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 County.

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

**ELECTION SYSTEMS& SOFTWARE, LLC**

**BOONE COUNTY, MISSOURI**

DocuSigned by:  
*Richard J. Jablonski*  
by \_\_\_\_\_  
3E3BC949720E400...  
Richard J. Jablonski  
title VP of Finance  
\_\_\_\_\_

by: Boone County Commission  
DocuSigned by:  
*Daniel K. Platt*  
\_\_\_\_\_ BA4B934CED6E4EB...  
Presiding Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

DocuSigned by:  
*J. D. House*  
\_\_\_\_\_ 7D71DEAEB9D74DD...  
County Counselor

DocuSigned by:  
*Brianna L Lennon by MT*  
\_\_\_\_\_ 7D82DA986BF6495...  
County Clerk

**AUDITOR CERTIFICATION**

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

|  |                         |  |
|--|-------------------------|--|
| DocuSigned by:<br><i>Diane Reedford by gj</i><br>_____<br>4147B4E3F1C847D...<br><b>Signature</b> | 7/9/2019<br><b>Date</b> | 2300-92300/\$350,000, 2320-92300/\$200,000<br>1132-92300/\$275,558<br><b>Appropriation Account</b> |
|--|-------------------------|--|

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

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

## GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.
2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.
3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:
- Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
  - Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
  - Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
  - Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.
4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a two (2) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.
5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. So long as the Customer subscribes to and maintains a software license, maintenance and support services agreement with ES&S, ES&S shall provide the County with all software Updates required by state and federal election laws or voluntary voting system guidelines issued by the United States Election Assistance Commission. Notwithstanding the foregoing, in the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:
- the total cost of any third party items that are required in order to operate the Updates; and
  - the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- In the event of a change in local law, ES&S shall provide the Customer with a written cost estimate setting forth fees in order for ES&S' Equipment and ES&S' Software to comply with the change in local law. Upon written approval by the Customer, the Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.
6. **Delivery, Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.
7. **Warranty.**
- ES&S Equipment/ES&S Software.** ES&S warrants that for a two (2) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.
  - Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.
  - Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.
  - Proprietary Rights.** Customer acknowledges and agrees as follows:  
ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.
  - Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.
  - Disputes.**
    - Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.
    - Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 60 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.
    - Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

14. **Voting System Reviews.** In the event that the Customer requires any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) the cost of such Review costs;

(ii) the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

15. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.



**EXHIBIT A**  
**HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT**  
**SERVICES**  
**(POST-WARRANTY PERIOD)**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **Two-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

**ARTICLE II**  
**HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products identified on Attachment 1 as "**Extended Warranty with Annual Maintenance**" Coverage and "**Extended Warranty with Biennial Maintenance**" Coverage working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial

Term or any renewal thereof for those hardware products identified as “**Extended Warranty with Annual Maintenance**” Coverage on Attachment 1. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition (“Routine Maintenance Services”) once each **Twenty-Four (24) Months** during the Initial Term or any renewal thereof for those hardware products identified as “**Extended Warranty with Biennial Maintenance**” Coverage on Attachment 1. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer’s Designated Location. Customer’s “Designated Location” shall mean Customer’s owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as “Repair Services”. ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer’s Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S’ then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide “emergency” Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer’s request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a “Loaner Unit”). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S’ then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

### **ARTICLE III**

#### **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**Schedule A1**  
**Pricing Summary**

| <b><u>Summary:</u></b>  |   |                     |
|---|---|---------------------|
| <b>Description</b>  | <b>Refer To</b>   | <b>Amount</b>       |
| ES&S Hardware Maintenance Fees  | ES&S Hardware Maintenance Description and Fees Below                      | \$90,435.00         |
| ES&S Software License, Maintenance and Support Fees   | ES&S Software License, Maintenance and Support Description and Fees Below | \$52,200.00         |
| ES&S Firmware License, Maintenance and Support Fees   | ES&S Firmware License, Maintenance and Support Description and Fees Below | \$48,225.00         |
| <b>Total Maintenance Fees for the Initial Term before Discount:</b>   |   | <b>\$190,860.00</b> |
| <b>Less: Customer Discount</b>  |   | <b>(\$7,500.00)</b> |
| <b>Total Net Maintenance Fees for the Initial:</b>  |   | <b>\$183,360.00</b> |
| <b><u>Payment Terms:</u></b><br>ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term. |   |                     |
| <b><u>Terms &amp; Conditions:</u></b>   |   |                     |
| <b>Note 1:</b> Any applicable state and local taxes are not included, and are the responsibility of Customer.   |   |                     |

**ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**Initial Term: Expiration of the Warranty Period through the third anniversary thereof

| <b>Qty</b>  | <b>Description</b>  | <b>Coverage Period</b> | <b>Annual Maintenance Fee Per Unit</b> | <b>Maintenance Fee In Total</b> |
|---|---|------------------------|--|---------------------------------|
| 100   | Model DS200 Scanner<br>(Extended Warranty with Annual Maintenance)        | Year 1                 | \$185.00                               | \$18,500.00                     |
| 1   | Model DS450 Scanner<br>(Extended Warranty with Biennial Maintenance)      | Year 1                 | \$1,895.00                             | \$1,895.00                      |
| 100   | ExpressVote BMD Terminal<br>(Extended Warranty with Biennial Maintenance) | Year 1                 | \$97.50                                | \$9,750.00                      |
| <b>Total Maintenance Fees for Year 1</b>                    |   |                        |  | <b>\$30,145.00</b>              |
| 100   | Model DS200 Scanner<br>(Extended Warranty with Annual Maintenance)        | Year 2                 | \$185.00                               | \$18,500.00                     |
| 1   | Model DS450 Scanner<br>(Extended Warranty with Biennial Maintenance)      | Year 2                 | \$1,895.00                             | \$1,895.00                      |
| 100   | ExpressVote BMD Terminal<br>(Extended Warranty with Biennial Maintenance) | Year 2                 | \$97.50                                | \$9,750.00                      |
| <b>Total Maintenance Fees for Year 2</b>                    |   |                        |  | <b>\$30,145.00</b>              |
| 100   | Model DS200 Scanner<br>(Extended Warranty with Annual Maintenance)        | Year 3                 | \$185.00                               | \$18,500.00                     |
| 1   | Model DS450 Scanner<br>(Extended Warranty with Biennial Maintenance)      | Year 3                 | \$1,895.00                             | \$1,895.00                      |
| 100   | ExpressVote BMD Terminal<br>(Extended Warranty with Biennial Maintenance) | Year 3                 | \$97.50                                | \$9,750.00                      |
| <b>Total Maintenance Fees for Year 3</b>                    |   |                        |  | <b>\$30,145.00</b>              |
| <b>Total Hardware Maintenance Fees for the Initial Term</b> |   |                        |  | <b>\$90,435.00</b>              |

**Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period for "Extended Warranty with Annual Maintenance" Coverage Items shall be 55% of the then current maintenance fee per unit. The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period for "Extended Warranty with Biennial Maintenance" Coverage Items shall be 75% of the then current maintenance fee per unit.**

**Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.**

**Note 3: Customer's Designated Location: Boone County, Missouri**

**Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.**

**Hardware Maintenance Services Provided by ES&S Under this Schedule A1**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
  - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - Use of a checklist tailored for each piece of ES&S Equipment.
5. Repair Services.
  - Customer will receive coverage for interim repair calls.
    - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
    - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.
6. Priority Services.
  - Customer has access to the ES&S Help Desk for assistance.
  - The customer receives priority on service calls.
  - The customer receives priority on response time.
  - The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
SOFTWARE**

Initial Term: Expiration of the Warranty Period through the third anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

| Qty  | Description                          | Coverage Period | Software License, Maintenance and Support Fee In Total |
|--|--------------------------------------|-----------------|--|
| 1  | ElectionWare Software – PYO Standard | Year 1          | \$17,400.00  |
| 1  | ElectionWare Software – PYO Standard | Year 2          | \$17,400.00  |
| 1  | ElectionWare Software – PYO Standard | Year 3          | \$17,400.00  |
| <b>Total Software License, Maintenance and Support Fees for the Initial Term</b> |                                      |                 | <b>\$52,200.00</b>                                     |

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the third anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

| Qty   | Description              | Coverage Period | Annual Firmware License, Maintenance and Support Fee Per Unit | Firmware License, Maintenance and Support Fee In Total |
|---|--------------------------|-----------------|---|--|
| 100   | Model DS200 Scanner      | Year 1          | \$80.00   | \$8,000.00   |
| 1   | Model DS450 Scanner      | Year 1          | \$1,575.00  | \$1,575.00   |
| 100   | ExpressVote BMD Terminal | Year 1          | \$65.00   | \$6,500.00   |
| <b>Total License, Maintenance and Support Fees for Year 1</b> |                          |                 |   | <b>\$16,075.00</b>                                     |
| 100   | Model DS200 Scanner      | Year 2          | \$80.00   | \$8,000.00   |
| 1   | Model DS450 Scanner      | Year 2          | \$1,575.00  | \$1,575.00   |
| 100   | ExpressVote BMD Terminal | Year 2          | \$65.00   | \$6,500.00   |
| <b>Total License, Maintenance and Support Fees for Year 2</b> |                          |                 |   | <b>\$16,075.00</b>                                     |
| 100   | Model DS200 Scanner      | Year 3          | \$80.00   | \$8,000.00   |
| 1   | Model DS450 Scanner      | Year 3          | \$1,575.00  | \$1,575.00   |
| 100   | ExpressVote BMD Terminal | Year 3          | \$65.00   | \$6,500.00   |
| <b>Total License, Maintenance and Support Fees for Year 3</b> |                          |                 |   | <b>\$16,075.00</b>                                     |



| Qty  | Description | Coverage Period | Annual Firmware License, Maintenance and Support Fee Per Unit | Firmware License, Maintenance and Support Fee In Total |
|--|-------------|-----------------|---|--|
| <b>Total Firmware License, Maintenance and Support Fees for the Initial Term</b> |             |                 |   | <b>\$48,225.00</b>                                     |

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
  - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.

9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.



## Election Systems & Software, LLC

11208 John Galt Blvd  
Omaha, NE 68137

# EVS 6.0.2.0 PYO Standalone EMS System Purchase Order

March 14, 2019

## Boone County, Missouri

801 E Walnut St Rm 236  
Columbia, MO 65201

| Qty Ord. | Description  | Price             | Ext. Price        |
|----------|--|-------------------|-------------------|
|          | <b>EMS WORKSTATION</b>   |                   |                   |
| 1        | <b>DELL OPTIPLEX 5050 (DESKTOP)</b>  | <b>\$1,620.00</b> | <b>\$1,620.00</b> |
|          | <ul style="list-style-type: none"> <li>• OptiPlex 5050 SFF XCTO</li> <li>• Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W)•</li> <li>OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)</li> <li>• TPM Enabled</li> <li>• 8GB DDR4 2400MHz (8GBX1) Memory</li> <li>• 3.5 inch 500GB 7200rpm Hard Disk Drive</li> <li>• AMD Radeon R5 430, 2GB (DP, SL-DVI-I)</li> <li>• DVD+/-RW Bezel, Small Form Factor</li> <li>• No Out-of-Band Systems Management</li> <li>• Chassis Intrusion Switch SFF</li> <li>• Dell KB216 Wired Multi-Media Keyboard English Black</li> <li>• Dell MS116 Wired Mouse, Black</li> <li>• Adobe Reader 11</li> <li>• Waves Maxx Audio</li> <li>• Windows 7 Professional English 64bit DT (Includes Windows 10 Pro License, Microsoft Volume License Only)</li> <li>• Intel Core i5 Processor Label</li> <li>• Dell Limited Hardware Warranty Plus Service</li> <li>• ProSupport: Next Business Day Onsite 5 Years</li> <li>• ProSupport: 7x24 Technical Support, 5 Years</li> <li>• Dell 22 Monitor   P2217H</li> </ul> |                   |                   |
| 1        | <b>UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)</b>   | <b>\$147.00</b>   | <b>\$147.00</b>   |
| 1        | <b>*SYMANTEC ENDPOINT PROTECTION 14.0.1</b>  | <b>\$27.00</b>    | <b>\$27.00</b>    |
| 1        | <b>*SYMANTEC 14.0.1 MAINT/SUPPORT</b>  | <b>\$34.00</b>    | <b>\$34.00</b>    |

|   |  |            |                   |
|---|--|------------|-------------------|
| 1 | <b>*ADOBE ACROBAT STANDARD XI</b>                        | \$412.00   | \$412.00          |
|   |  |            |                   |
|   |  |            |                   |
|   | <b>MISCELLANEOUS COMPONENTS</b>                          |            |                   |
| 1 | <b>OKI B432DN MONO LASER DUPLEX PRINTER</b>              | \$416.00   | \$416.00          |
| 1 | <b>LD 6' USB 2.0 A-B CABLE,T,IVOTR,RTAL 6' USB CABLE</b> | \$4.00     | \$4.00            |
|   |  |            |                   |
|   | <b>SERVICES</b>  |            |                   |
| 1 | <b>OFF-SITE INSTALLATION</b>                             | \$1,300.00 | \$1,300.00        |
|   |  |            |                   |
|   | <b>Order Total</b>                                       |            | <b>\$3,960.00</b> |



## Election Systems & Software, LLC

11208 John Galt Blvd  
Omaha, NE 68137

# EVS 6.0.2.0 PYO Client/Server System Purchase Order

May 08, 2019

## Boone County, Missouri

801 E Walnut St Rm 236  
Columbia, MO 65201

| Qty Ord. | Description   | Price             | Ext. Price        |
|----------|---|-------------------|-------------------|
|          | <b>EMS FILE SERVER</b>  |                   |                   |
| 1        | <b>DELL POWEREDGE T430</b>  | <b>\$7,794.00</b> | <b>\$7,794.00</b> |
|          | <ul style="list-style-type: none"> <li>• PowerEdge T430 Server</li> <li>• PE Server FIPS TPM 1.2v2 CC</li> <li>• Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration</li> <li>• Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz</li> <li>• 1 CPU Standard</li> <li>• 2400MT/s RDIMMS</li> <li>• 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width</li> <li>• RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs)</li> <li>• PERC H730 RAID Controller, 1GB NV Cache</li> <li>• (6) 2TB 7.2K RPM SATA 6Gbps 3.5" Hot-Plug Hard Drive</li> <li>• On-Board LOM</li> <li>• iDRAC8, Basic</li> <li>• DVD+/-RW, SATA, Internal</li> <li>• Dual, Hot-Plug, Redundant Power Supply (1+1), 750W</li> <li>• (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America</li> <li>• Keyboard and Optical Mouse, USB, Black, English</li> <li>• Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL</li> <li>• Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images</li> <li>• 5-pack of Windows: Server 2016 Device CALs (Standard or Datacenter)</li> <li>• 5 Year ProSupport and NBD On-Site Service</li> </ul> |                   |                   |
| 1        | <b>DELL E2216H 21.5" WIDE LED LCD VGA DP MONITOR 3YR</b>  | <b>\$214.00</b>   | <b>\$214.00</b>   |
| 1        | <b>6' VGA M/M MONITOR CABLE</b>   | <b>\$8.00</b>     | <b>\$8.00</b>     |
| 1        | <b>*SYMANTEC ENDPOINT PROTECTION 14</b>   | <b>\$61.00</b>    | <b>\$61.00</b>    |

|   |  |            |                    |
|---|--|------------|--------------------|
| 1 | <b>UNINTERRUPTIBLE POWER SUPPLY (UPS)<br/>BATTERY BACKUP, 1500 VA (SERVERS) - <i>Optional</i></b>  | \$302.00   | \$302.00           |
|   |  |            |                    |
|   | <b>EMS WORKSTATION</b>   |            |                    |
| 2 | <b>DELL OPTIPLEX 5050 (DESKTOP)</b>  | \$1,620.00 | \$3,240.00         |
|   | <ul style="list-style-type: none"> <li>• OptiPlex 5050 SFF XCTO</li> <li>• Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W)</li> <li>• OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)</li> <li>• TPM Enabled</li> <li>• 8GB DDR4 2400MHz (8GBX1)Memory</li> <li>• 3.5 inch 500GB 7200rpm Hard Disk Drive</li> <li>• AMD Radeon R5 430, 2GB (DP, SL-DVI-I)</li> <li>• DVD+/-RW Bezel, Small Form Factor</li> <li>• No Out-of-Band Systems Management</li> <li>• Chassis Intrusion Switch SFF</li> <li>• Dell KB216 Wired Multi-Media Keyboard English Black</li> <li>• Dell MS116 Wired Mouse, Black</li> <li>• Adobe Reader 11</li> <li>• Waves MaxxAudio</li> <li>• Windows 7 Professional English 64bit DT (Includes Windows 10Pro License, Microsoft Volume License Only)</li> <li>• Intel Core i5 Processor Label</li> <li>• Dell Limited Hardware Warranty Plus Service</li> <li>• ProSupport: Next Business Day Onsite 5 Years</li> <li>• ProSupport: 7x24 Technical Support, 5 Years</li> <li>• Dell 22 Monitor   P2217H</li> </ul> |            |                    |
| 2 | <b>UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS) - <i>Optional</i></b>   | \$147.00   | \$294.00           |
| 2 | <b>*SYMANTEC ENDPOINT PROTECTION 14.0.1</b>  | \$61.00    | \$122.00           |
| 2 | <b>*ADOBE ACROBAT STANDARD XI</b>  | \$412.00   | \$824.00           |
|   |  |            |                    |
|   | <b>MISCELLANEOUS COMPONENTS</b>  |            |                    |
| 1 | <b>OKI B432DN MONO LASER DUPLEX PRINTER - <i>Optional</i></b>  | \$416.00   | \$416.00           |
| 1 | <b>LD 6' USB 2.0 A-B CABLE,T,IVOTR,RTAL 6' USB CABLE</b>   | \$4.00     | \$4.00             |
| 1 | <b>D-LINK 8-PORT DESKTOP SWITCH</b>  | \$63.00    | \$63.00            |
|   |  |            |                    |
|   |  |            |                    |
|   | <b>Order Total</b>   |            | <b>\$13,342.00</b> |

**Invoicing and Payment Terms:**

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

**Note 1:** Pricing of purchase order is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. Agreements will need to be updated if not executed within 30 days.

**Note 2:** In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

**Note 3:** Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.

**Note 4:** Shipping and Handling is not included in the Order Total and will be invoiced separately .

**Note 5:** Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES &S ("Third Parties"). Customer further acknowledges that except for the payment to ES& S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties . ES&S shall provide Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES &S.

---

Customer Signature

Date

---

Title

**Melinda Bobbitt**

---

**To:** Wiebusch, Rob  
**Subject:** RE: Clarification #4 with BAFO #2 for Voting Systems for Boone County

Rob,

That is correct—the ADA pad.

Thanks,  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201

E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)  
Phone: (573) 886-4391  
Fax: (573) 886-4390



**From:** Wiebusch, Rob <rob.wiebusch@essvote.com>  
**Sent:** Friday, May 24, 2019 3:09 PM  
**To:** Melinda Bobbitt <MBobbitt@boonecountymo.org>  
**Subject:** Re: Clarification #4 with BAFO #2 for Voting Systems for Boone County

Hi Melinda,

The attached references a “Touch Pad” for the ExpressVote. Is that referring to the ADA pad that is attached to the side of the unit? The one that the blind individual used with his hands during our demonstration. If so, the answer is YES. Every ExpressVote we sell comes with the ADA pad included.

I’ve checked with our finance team and we are able to reduce the price of the Blue Tote Bins by \$25 each. I’ll have them rework our pricing to reflect the price of \$200 instead of \$225. I hope to get our updated BAFO over to you on Monday or Tuesday.

Have a great weekend!

Rob

402.216.8769  
[www.ESSVote.com](http://www.ESSVote.com)



## Melinda Bobbitt

---

**From:** Wiebusch, Rob <rob.wiebusch@essvote.com>  
**Sent:** Saturday, May 25, 2019 9:58 PM  
**To:** Melinda Bobbitt  
**Subject:** RE: Clarification #4 with BAFO #2 for Voting Systems for Boone County  
**Attachments:** Boone County MO RFP BAFO - Plastic Ballot Boxes - 05.24.2019.pdf

Hi Melinda,

The ADA Pad is included with every ExpressVote. The attached is our updated BAFO pricing which includes a \$25 discount per Blue Tote Bin. Please let me know if you have any additional questions and have a great rest of your weekend!

Rob  
402.216.8769

**From:** Melinda Bobbitt <MBobbitt@boonecountymo.org>  
**Sent:** Friday, May 24, 2019 3:46 PM  
**To:** Wiebusch, Rob <rob.wiebusch@essvote.com>  
**Subject:** RE: Clarification #4 with BAFO #2 for Voting Systems for Boone County

Rob,

That is correct—the ADA pad.

Thanks,  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201

E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)  
Phone: (573) 886-4391  
Fax: (573) 886-4390



**From:** Wiebusch, Rob <[rob.wiebusch@essvote.com](mailto:rob.wiebusch@essvote.com)>  
**Sent:** Friday, May 24, 2019 3:09 PM  
**To:** Melinda Bobbitt <[MBobbitt@boonecountymo.org](mailto:MBobbitt@boonecountymo.org)>  
**Subject:** Re: Clarification #4 with BAFO #2 for Voting Systems for Boone County

Hi Melinda,

The attached references a "Touch Pad" for the ExpressVote. Is that referring to the ADA pad that is attached to the side of the unit? The one that the blind individual used with his hands during our demonstration. If so, the answer is YES. Every ExpressVote we sell comes with the ADA pad included.

I've checked with our finance team and we are able to reduce the price of the Blue Tote Bins by \$25 each. I'll have them rework our pricing to reflect the price of \$200 instead of \$225. I hope to get our updated BAFO over to you on Monday or Tuesday.

Have a great weekend!

Rob

402.216.8769

[www.ESSVote.com](http://www.ESSVote.com)

On May 24, 2019, at 13:26, Melinda Bobbitt <[MBobbitt@boonecountymo.org](mailto:MBobbitt@boonecountymo.org)> wrote:

Dear Mr. Wiebush,

See attached.

Thanks,  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201

E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)  
Phone: (573) 886-4391  
Fax: (573) 886-4390



**From:** [gcanxcopier@boonecountymo.org](mailto:gcanxcopier@boonecountymo.org) <[gcanxcopier@boonecountymo.org](mailto:gcanxcopier@boonecountymo.org)>  
**Sent:** Friday, May 24, 2019 2:32 PM  
**To:** Melinda Bobbitt <[MBobbitt@boonecountymo.org](mailto:MBobbitt@boonecountymo.org)>  
**Subject:** Message from KM\_C754e

<SKM\_C754e19052413321.pdf>

**Melinda Bobbitt**

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**From:** Wiebusch, Rob <rob.wiebusch@essvote.com>  
**Sent:** Monday, June 3, 2019 5:39 PM  
**To:** Melinda Bobbitt  
**Subject:** Re: Clarification #4 with BAFO #2 for Voting Systems for Boone County

Hi Melinda,

Sorry about that. I do confirm that we have included all the necessary equipment to run a given election in Boone County, MO and there will not be any 'surprises' after the fact. Let me know if you need anything else.

Rob

402.216.8769  
[www.ESSVote.com](http://www.ESSVote.com)

On Jun 3, 2019, at 16:00, Melinda Bobbitt <[MBobbitt@boonecountymo.org](mailto:MBobbitt@boonecountymo.org)> wrote:

Rob,

I do not see that you answered the first question on the attached Clarification.

Thanks,  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201

E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
<image001.jpg>

**From:** Wiebusch, Rob <[rob.wiebusch@essvote.com](mailto:rob.wiebusch@essvote.com)>  
**Sent:** Saturday, May 25, 2019 10:00 PM  
**To:** Liz Palazzolo <[LPalazzolo@boonecountymo.org](mailto:LPalazzolo@boonecountymo.org)>; Robert Wilson <[RWilson@boonecountymo.org](mailto:RWilson@boonecountymo.org)>  
**Cc:** Melinda Bobbitt <[MBobbitt@boonecountymo.org](mailto:MBobbitt@boonecountymo.org)>  
**Subject:** FW: Clarification #4 with BAFO #2 for Voting Systems for Boone County

Hi Liz, Robert,

Just wanted to make sure you receive this email in a timely fashion given Melinda is out of the office for a few days. Have a great rest of the weekend!

Rob  
402.216.8769

**Melinda Bobbitt**

---

**From:** Wiebusch, Rob <rob.wiebusch@essvote.com>  
**Sent:** Tuesday, May 14, 2019 12:05 PM  
**To:** Melinda Bobbitt; Boyce, Danielle  
**Subject:** RE: RFP #08-04APR19 - Clarification #3 BAFO #1

Hi Melinda,

Sorry about that! The **Tabletop Scanners** are \$495 each and would provide the desired process. Please let me know if you have any additional questions.

Rob

**From:** Melinda Bobbitt <MBobbitt@boonecountymo.org>  
**Sent:** Tuesday, May 14, 2019 9:10 AM  
**To:** Boyce, Danielle <danielle.boyce@essvote.com>  
**Cc:** Wiebusch, Rob <rob.wiebusch@essvote.com>  
**Subject:** RE: RFP #08-04APR19 - Clarification #3 BAFO #1

Danielle and Rob,

Your clarification #1 on page 2 states "see the attached Pricing Forms, which include costs for tabletop scanners needed to complete the desired process". Which line item on the Pricing Forms include these tabletop scanners? We do not see them.

Thanks,

Thanks,  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201

E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

Phone: (573) 886-4391

Fax: (573) 886-4390



## Melinda Bobbitt

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**From:** Wiebusch, Rob <rob.wiebusch@essvote.com>  
**Sent:** Friday, June 28, 2019 12:56 PM  
**To:** Boone\_County\_Clerk  
**Cc:** Melinda Bobbitt; Kurland, Christopher; Hallett, Tim  
**Subject:** RLA W/ Your new voting system  
**Attachments:** Risk Limiting Audit - RLA Basic Steps.docx

Hi Brianna,

I've attached a RLA guide that was developed in collaboration with our Utah customers and various others around the country. These customers have the same equipment/software that is included in the contract we are currently negotiating with Boone County. This is something I want Boone County to lead the way on to set an example for other Missouri counties and I am eager to work together on this! Any future enhancements to our software will go through EAC certification and then through Missouri certification and then will be provided at no cost to the county given we have a Hardware Maintenance Agreement in place. The only potential cost consideration would be a future upgrade to a 3<sup>rd</sup> party software application such as Adobe for example. We can talk in greater detail on our call today at 3:00.

Rob

Rob Wiebusch | Regional Sales Manager  
M: 402.216.8769  
[Rob.Wiebusch@ESSVote.com](mailto:Rob.Wiebusch@ESSVote.com)

### Disclaimer

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This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

# Boone County Purchasing



**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

---

May 24, 2019

Election Systems & Software, LLC  
Attn: Rob Wiebusch, Regional Sales Manager  
11208 John Galt Boulevard  
Omaha, NE 68137  
E-mail: [rob.wiebusch@essvote.com](mailto:rob.wiebusch@essvote.com)

RE: Clarification #4 with Best and Final Offer #2 to  
*Systems*

*08-04APR19 – Voting*

Dear Mr. Wiebusch:

This letter shall constitute an official request by the County of Boone – Missouri to enter into competitive negotiations with your organization. Included with this letter are three attachments.

The first attachment is a clarification question list, and it includes the following: (1) a listing of the deficiencies or other concerns identified within your proposal which may not comply with the requirements of the RFP or Boone County policy, and (2) a listing of areas within your proposal which require further information and/or clarification.

The second and third attachments are for a Best and Final Offer. They include the Best and Final Offer Form and the Pricing Forms for this Request for Proposal which also includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed BAFO response and completed pricing forms.

Your detailed clarification response should address each area identified on the clarification question list using the same numbering outline as the list. In addition, as a result of this request for a Best and Final Offer, you may now modify the pricing/fees of your proposal and/or may change, add information, and/or modify any part of your proposal. However, if pricing is resubmitted, be sure to follow the pricing structure stated in the RFP. Furthermore, please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately

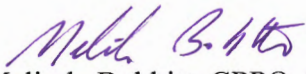
described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to provide written response by **10:00 a.m. May 31, 2019** by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org). Your written response will be distributed to the evaluation team.

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

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4391 or e-mail [Mbobbitt@boonecountymo.org](mailto:Mbobbitt@boonecountymo.org). I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

cc: Proposal File

Attachments: Clarification #4 / Best and Final Offer #2 (BAFO) Form / Pricing Forms

**BOONE COUNTY - MISSOURI**

PROPOSAL NUMBER AND DESCRIPTION: *08-04APR19 – Voting Systems*

**CLARIFICATION FORM #4**

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

**I. CLARIFICATION – please provide a response to the following requests.**

- 1) The County believes we have done thorough due diligence to work with you to identify all needed hardware/software to run an election. You have visited our office, provided demonstrations, and been interviewed. Can you confirm that you have provided all needed equipment/hardware to run an election, and the County will receive no surprises later that there is a need for additional equipment, software, upgrades, etc. that needs to be purchased?
- 2) Please confirm that touchpads are included with ExpressVote.
- 3) Blue bins are not within budget. Can you provide better pricing in your BAFO?

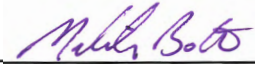


CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
PROPOSAL NUMER AND DESCRIPTION: 08-04APR19 – Voting Systems

**BEST AND FINAL OFFER FORM #2**

This BAFO is issued in accordance with the Instructions to Bidders and is hereby incorporated into and made a part of the Contract Documents.

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

By:   
**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

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

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

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

Federal Tax ID (or Social Security #): \_\_\_\_\_

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

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

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

## 5. Response Page for Best and Final Offer (BAFO) #2

The Offeror shall provide a firm, fixed price for the Original Contract Period. All costs associated with the required services/equipment shall be included in the prices. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

### 5.1. PRICING FOR RETROFITTING METAL BALLOT BOX

|        | <u>Description</u>  | <b>Unit Cost</b> | <b>Qty.</b>                            | <b>Extended Total</b> |
|--------|---|------------------|--|-----------------------|
|        |   | Unit Cost        | Qty.                                   | Extended Total        |
| 5.1.1. | <b>Equipment: Central Tabulating Machine</b><br>Model DS450 Hardware Version 1.0 (includes Scanner, Steel Table/Cart, Start-Up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Two (2) 8GB Thumb Drives, and Annual License Fee)                                       | \$               | 1                                      | \$                    |
| 5.1.2. | <b>Equipment: Electronic Vote Counting System Precinct Tabulators with required Peripherals and related software.</b><br>Model DS200 Hardware Version 1.3 (Includes Scanner without Ballot Box or Carrying Case, Internal Backup Battery, Paper Roll and 4GB Jump Drive                                     | \$               | 100                                    | \$                    |
| 5.1.3. | <b>4GB Jump Drive (Additional)</b>  | \$               | 10                                     | \$                    |
| 5.1.4. | <b>Model 100 to DS200 Steel Ballot Box Conversion Kit</b>   | \$               | 100                                    | \$                    |
| 5.1.5. | <b>Equipment: Ballot Marking Devices (BMD) for the Electronic Vote Counting System with required peripherals and related software.</b><br>ExpressVote BMD Terminal Hardware Version 1.0 (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, 4GB Flash Drive and Power Supply with AC Cord) | \$               | 100                                    | \$                    |
| 5.1.6. | <b>ExpressVote Version 1.0 BAFO Discount</b>  |                  |  | (\$ )                 |
| 5.1.7. | <b>ExpressVote Soft-Sided Case</b>  | \$               | 100                                    | \$                    |
| 5.1.8. | <b>Battery Backup Source outlined in section 3.2.4.2.2.</b>   | \$               | Battery Backup for all above equipment | \$                    |

|         |  |    |     |       |
|---------|--|----|-----|-------|
| 5.1.9.  | <b>Programming and Results Software outlined in section 3.2.4.4.</b>                                       | \$ | 1   | \$    |
| 5.1.10. | <b>Election Accumulating and Reporting Computer(s) outlined in section 3.2.4.1.7.</b>                      | \$ | 1   | \$    |
| 5.1.11. | <b>Delivery of all equipment (5.1.1. through 5.1.10.)</b>  |    |     | \$    |
| 5.1.12. | <b>Installation of all equipment (5.1.1 through 5.1.10.)</b>   |    |     | \$    |
| 5.1.13. | <b>Training</b>  |    |     | \$    |
| 5.1.14. | <b>In-Person Support outlined in section 3.2.4.1.12.</b>   |    |     | \$    |
| 5.1.15. | <b>DS200 Blue Tote Bins</b>  | \$ | 100 | \$    |
| 5.1.16. | <b>ExpressVote Privacy Canopy</b>  | \$ | 100 | \$    |
| 5.1.17. | <b>Disposal Fee of existing equipment</b>  |    |     | \$    |
| 5.1.18. | <b>Trade-In Allowance</b>  |    |     | (\$ ) |
| 5.1.19. | <b>SUB-TOTAL: Initial Purchase: 5.1.1. thru 5.1.18.</b>  |    |     | \$    |
|         |  |    |     |       |
| 5.1.20. | <b>Equipment Maintenance Agreement (per year starting year 3 – two years was included in initial term)</b> | \$ | 3   | \$    |
| 5.1.21  | <b>Grand Total: 5.1.19 + 5.1.20.</b>   |    | \$  | \$    |
|         |  |    |     |       |

**5.1.22. Maintenance (County would have option to renew maintenance each year by written notice):**

- a. Year 3 \$ \_\_\_\_\_
- b. Year 4 \$ \_\_\_\_\_
- c. Year 5 \$ \_\_\_\_\_
- d. Maximum percentage increase or decrease for any one-year renewal period beyond Year 5: \_\_\_\_\_ %

**5.1.23. Verify that all License Fees are included above through Year 5. If not, list pricing below:**

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**5.2. PRICING FOR NEW BALLOT BOX**

|         | <b><u>Description</u></b>   | <b>Unit Cost</b> | <b>Qty.</b>                            | <b>Extended Total</b> |
|---------|---|------------------|--|-----------------------|
|         |   | Unit Cost        | Qty.                                   | Extended Total        |
| 5.2.1.  | <b>Equipment: Central Tabulating Machine</b><br>Model DS450 Hardware Version 1.0 (includes Scanner, Steel Table/Cart, Start-Up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Two (2) 8GB Thumb Drives, and Annual License Fee)                                       | \$               | 1                                      | \$                    |
| 5.2.2.  | <b>Equipment: Electronic Vote Counting System Precinct Tabulators with required Peripherals and related software.</b><br>Model DS200 Hardware Version 1.3 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with steel door and e-Bin, Paper Roll and 4GB Jump Drive                           | \$               | 100                                    | \$                    |
| 5.2.3.  | <b>4GB Jump Drive (Additional)</b>  | \$               | 10                                     | \$                    |
| 5.2.4.  | <b>Equipment: Ballot Marking Devices (BMD) for the Electronic Vote Counting System with required peripherals and related software.</b><br>ExpressVote BMD Terminal Hardware Version 1.0 (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, 4GB Flash Drive and Power Supply with AC Cord) | \$               | 100                                    | \$                    |
| 5.2.5.  | <b>ExpressVote Version 1.0 BAFO Discount</b>  |                  |  | (\$ )                 |
| 5.2.6.  | <b>ExpressVote Soft-Sided Case</b>  | \$               | 100                                    | \$                    |
| 5.2.7.  | <b>Battery Backup Source outlined in section 3.2.4.2.2.</b>   | \$               | Battery Backup for all above equipment | \$                    |
| 5.2.8.  | <b>Programming and Results Software outlined in section 3.2.4.4.</b>  | \$               | 1                                      | \$                    |
| 5.2.9.  | <b>Election Accumulating and Reporting Computer(s) outlined in section 3.2.4.1.7.</b>   | \$               | 1                                      | \$                    |
| 5.2.10. | <b>Delivery of all equipment (5.2.1. through 5.1.9.)</b>  |                  |  | \$                    |
| 5.2.11. | <b>Installation of all equipment (5.2.1 through 5.2.9.)</b>   |                  |  | \$                    |
| 5.2.12. | <b>Training</b>   |                  |  | \$                    |

|         |  |    |     |       |
|---------|--|----|-----|-------|
| 5.2.13. | <b>In-Person Support outlined in section 3.2.4.1.12.</b>   |    |     | \$    |
| 5.2.14. | <b>DS200 Blue Tote Bin</b>   | \$ | 100 | \$    |
| 5.2.15. | <b>ExpressVote Privacy Canopy</b>  | \$ | 100 | \$    |
| 5.2.16. | <b>Disposal Fee of existing equipment</b>  |    |     | \$    |
| 5.2.17. | <b>Trade-In Allowance</b>  |    |     | (\$ ) |
| 5.2.18. | <b>SUB-TOTAL: Initial Purchase: 5.2.1. thru 5.2.17)</b>  |    |     | \$    |
| 5.2.19. | <b>Equipment Maintenance Agreement (per year starting year 3 – two years was included in initial term)</b> | \$ | 3   | \$    |
| 5.2.20. | <b>Grand Total: 5.2.18 + 5.2.19.</b>   |    |     | \$    |

**5.2.21. Maintenance (County would have option to renew maintenance each year by written notice):**

- a. Year 3 \$ \_\_\_\_\_
- b. Year 4 \$ \_\_\_\_\_
- c. Year 5 \$ \_\_\_\_\_
- d. Maximum percentage increase or decrease for any one-year renewal period beyond Year 5: \_\_\_\_\_ %

**5.2.22. Verify that all License Fees are included above through Year 5. If not, list pricing below:**

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**Pricing for New Ballot Box**

|         |   | Unit Cost                                 | Qty.                                   | Extended Total |
|---------|---|---|--|----------------|
| 6.1.1.  | Equipment: Central Tabulating Machine<br>Model DS450 Hardware Version 1.0 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Two (2) 8GB Thumb Drives, and Annual License Fee)                                      | \$49,950.00                               | 1                                      | \$49,950.00    |
| 6.1.2.  | Equipment: Electronic Vote Counting System Precinct Tabulators with required Peripherals and related software<br>Model DS200 Hardware Version 1.3 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and 4GB Jump Drive)                          | \$5,750.00                                | 100                                    | \$575,000.00   |
|         | 4GB Jump Drive (Additional)   | \$105.00                                  | 10                                     | \$1,050.00     |
| 6.1.3.  | Equipment: Ballot Marking Devices (BMD) for the Electronic Vote Counting System with required peripherals and related software<br>ExpressVote BMD Terminal Hardware Version 1.0 (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, 4GB Flash Drive and Power Supply with AC Cord) | \$3,325.00                                | 100                                    | \$332,500.00   |
|         | ExpressVote Version 1.0 BAFO Discount   |   |  | (\$10,000.00)  |
|         | ExpressVote Soft-Sided Case   | \$175.00                                  | 100                                    | \$17,500.00    |
| 6.1.4.  | Battery Backup Source outlined in section 3.2.4.2.2.  | Included                                  | Battery Backup for All Above Equipment | Included       |
| 6.1.5.  | Programming and Results Software outlined in section 3.2.4.4.   | \$17,400.00                               | 1                                      | \$17,400.00    |
| 6.1.6.  | Election Accumulating and Reporting Computer(s) outlined in section 3.2.4.1.7.  | \$3,960.00                                | 1                                      | \$3,960.00     |
| 6.1.7.  | Delivery of all equipment (6.1.1. through 6.1.6.)   |   |  | \$1,800.00     |
| 6.1.8.  | Installation of all equipment (6.1.1 through 6.1.6.)  |   |  | \$23,925.00    |
| 6.1.9.  | Training  |   |  | Included       |
| 6.1.10. | In-Person Support outlined in section 3.2.4.1.12.   |   |  | Included       |
|         | DS200 Blue Tote Bin   | \$225.00                                  | 100                                    | \$22,500.00    |
|         | DS200 Blue Tote Bin Discount  |   |  | (\$2,500.00)   |
|         | ExpressVote Privacy Canopy  | \$39.95                                   | 100                                    | \$3,995.00     |
| 6.1.11  | Equipment Maintenance Agreement (per year starting year 3 - two years was included in initial term)   | Per Year (After Required 2 Year Warranty) |  | \$59,870.00    |
| 6.1.12  | Disposal Fee of existing equipment  |   |  | \$7,500.00     |
| 6.1.13  | Trade-In Allowance  |   |  | (\$253,250.00) |
| 6.1.14  | Grand Total: (Does not include post-warranty maintenance for years 3-6)   |   |  | \$791,330.00   |

**6.1.15. Maintenance (County would have option to renew maintenance each year by written notice):**

|   |             |
|---|-------------|
| a. Year 3   | \$59,870.00 |
| b. Year 4   | \$59,870.00 |
| c. Year 5   | \$59,870.00 |
| d. Maximum percentage increase or decrease for any one-year renewal period beyond Year 5: | 5.00%       |

+ 59870.00  
 59870.00  
 59870.00  
 -----  
 970940.00

# Boone County Purchasing



**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

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May 7, 2019

Election Systems & Software, LLC  
Attn: Rob Wiebusch, Regional Sales Manager  
11208 John Galt Boulevard  
Omaha, NE 68137  
E-mail: [rob.wiebusch@essvote.com](mailto:rob.wiebusch@essvote.com)

RE: Clarification #3 with ~~Best and Final Offer #1~~ to  
Systems

08-04APR19 – Voting

Dear Mr. Wiebusch:

This letter shall constitute an official request by the County of Boone – Missouri to enter into competitive negotiations with your organization. Included with this letter are three attachments.

The first attachment is a clarification question list, and it includes the following: (1) a listing of the deficiencies or other concerns identified within your proposal which may not comply with the requirements of the RFP or Boone County policy, and (2) a listing of areas within your proposal which require further information and/or clarification.

The second and third attachments are for a Best and Final Offer. They include the Best and Final Offer Form and the Pricing Forms for this Request for Proposal which also includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed BAFO response and completed pricing forms.

Your detailed clarification response should address each area identified on the clarification question list using the same numbering outline as the list. In addition, as a result of this request for a Best and Final Offer, you may now modify the pricing/fees of your proposal and/or may change, add information, and/or modify any part of your proposal. However, if pricing is resubmitted, be sure to follow the pricing structure stated in the RFP. Furthermore, please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately

described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to provide written response by **10:00 a.m. May 16, 2019** by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org). Your written response will be distributed to the evaluation team.

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

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4391 or e-mail [Mbobbitt@boonecountymo.org](mailto:Mbobbitt@boonecountymo.org). I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

cc: Proposal File

Attachments: Clarification #3 / Best and Final Offer #1 (BAFO) Form / Pricing Forms



**BOONE COUNTY - MISSOURI**

PROPOSAL NUMBER AND DESCRIPTION: *08-04APR19 – Voting Systems*

**CLARIFICATION FORM #3**

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

**I. CLARIFICATION – please provide a response to the following requests.**

1. The Boone County Clerk's Office does not currently own Knowink poll pad printers. Please explain your proposed process(es), including any additional equipment needed and costs, for our election judges to check in voters on the Knowink poll pad and then bring up the correct ballot style on the ballot marking device.
2. In order to complete digital adjudication, the Boone County Clerk's Office assumes that multiple PCs are necessary. Please provide additional information about the needs for multiple PCs and pricing associated with them.
3. There is currently no auditory or obvious visual alert on the precinct scanner for voter errors. Are you intending to make any changes to the alert functions for voters?
4. Break out pricing for Blue Box and Privacy Screens on our attached Pricing Form.
5. Please confirm staff members that will be onsite for Boone County election days and whether staff members will be onsite for every election day.
6. Please confirm the start date for the first year of annual maintenance.

# RESPONSES TO CLARIFICATION #3

The first attachment is a clarification question list, and it includes the following: (1) a listing of the deficiencies or other concerns identified within your proposal which may not comply with the requirements of the RFP or Boone County policy, and (2) a listing of areas within your proposal which require further information and/or clarification.

## ES&S RESPONSE

Acknowledged.

The second and third attachments are for a Best and Final Offer. They include the Best and Final Offer Form and the Pricing Forms for this Request for Proposal which also includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed BAFO response and completed pricing forms.

## ES&S RESPONSE

Acknowledged. ES&S agrees and will comply.

Please see the attached, completed **BAFO Form I** and **Pricing Forms**.

Your detailed clarification response should address each area identified on the clarification question list using the same numbering outline as the list. In addition, as a result of this request for a Best and Final Offer, you may now modify the pricing/fees of your proposal and/or may change, add information, and/or modify any part of your proposal. However, if pricing is resubmitted, be sure to follow the pricing structure stated in the RFP. Furthermore, please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

## ES&S RESPONSE

Acknowledged. ES&S agrees and will comply.

Please see the attached **Pricing Forms** for our best offer, which includes an additional discount.

You are requested to provide written response by 10:00 a.m. May 16, 2019 by e-mail to [mboobbitt@boonecountymo.org](mailto:mboobbitt@boonecountymo.org). Your written response will be distributed to the evaluation team.

## ES&S RESPONSE

Acknowledged. ES&S agrees and will comply.

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

**ES&S RESPONSE**

Acknowledged. ES&S agrees and will comply.

1. **CLARIFICATION** - please provide a response to the following requests.

1. The Boone County Clerk's Office does not currently own Knowink poll pad printers.

Please explain your proposed process(es), including any additional equipment needed and costs, for our election judges to check in voters on the Knowink poll pad and then bring up the correct ballot style on the ballot marking device.

**ES&S RESPONSE**

ES&S agrees and will comply.

ES&S recommends the County consult with KnowInk for procurement details for the KnowInk poll pad printers. ES&S, in collaboration with KNOWink, has configured a seamless integration between the Poll Pad product (with printer) and the ExpressVote. Poll workers simply print a receipt via the Poll Pad printer at the time a given voter is checked in, which is then scanned on the optional ExpressVote scanner to present the voter with their correct ballot style. This integration provides a foolproof way for poll workers to ensure that every voter receives the correct ballot style.

Additionally, please see the attached **Pricing Forms**, which include costs for tabletop scanners needed to complete the desired process.

2. In order to complete digital adjudication, the Boone County Clerk's Office assumes that multiple PCs are necessary. Please provide additional information about the needs for multiple PCs and pricing associated with them.

**ES&S RESPONSE**

ES&S agrees and will comply.

If the County wants multiple adjudication workstations, then multiple PC's are required. Please see the attached **EVS 6.0.2.0 PYO Client/Server System Purchase Order** for an alternative to the one workstation quoted.



The County also could add an additional monitor to their originally quoted EMS workstation set up to perform adjudication.

3. *There is currently no auditory or obvious visual alert on the precinct scanner for voter errors. Are you intending to make any changes to the alert functions for voters?*

**ES&S RESPONSE**

The DS200 provides an obvious visual alert for all voter errors and an auditory alert for some errors. The DS200 provides a clear message in full text or numeric format on its 12-inch color touchscreen when a ballot was successfully scanned. The DS200 can be programmed to stop and return ballots to voters who have made an error in marking their ballots. The County can choose to program the DS200 to detect and visually alert the voter to overvotes, undervotes, mismarked ballots, and/or blank ballots.

Situations that require election worker interaction (ballot handling exception messages) are displayed clearly in plain text and are supplemented with an audible warning signal. The DS200 gives the voter a second chance to correct the error on the ballot and resubmit it. Alternatively, depending on the County's programming choice, after displaying the alert, the voter can be allowed to submit the ballot with the error. A confirmation screen provides clear feedback to the elector that their ballot has been successfully tabulated.

Additional auditory alerts ideas have been submitted to our product development team after the great feedback we received at the Boone County public demonstration. Future auditory alert functionality would be provided via a firmware upgrade with no modifications needed to the hardware.

4. *Break out pricing for Blue Box and Privacy Screens on our attached Pricing Form.*

**ES&S RESPONSE**

ES&S agrees and will comply.

Please see the attached **Pricing Forms**, which include the cost for our blue tote bin and privacy canopies.

5. *Please confirm staff members that will be onsite for Boone County election days and whether staff members will be onsite for every election day.*

**ES&S RESPONSE**

ES&S agrees and will comply.

As we have done in the past, ES&S staff members will be on-site for each Election Day upon the County's request.

6. *Please confirm the start date for the first year of annual maintenance.*

**ES&S RESPONSE**

The start date for the first year of annual maintenance would be one year from the date of installation.



# Boone County Purchasing



**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing

613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

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April 16, 2019

Election Systems & Software, LLC  
Attn: Rob Wiebusch, Regional Sales Manager  
11208 John Galt Boulevard  
Omaha, NE 68137  
E-mail: [rob.wiebusch@essvote.com](mailto:rob.wiebusch@essvote.com)

RE: Clarification #1 to 08-04APR19 – Voting Systems


Dear Mr. Wiebusch:

Following review of your proposal response, the evaluation committee has identified questions for clarification. The attached Clarification Form includes any changes being made to the RFP as a result of this request. The Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification response. You are requested to provide written response by **2:00 p.m. April 23, 2019** by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

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

If you have any questions regarding this Clarification request, please call (573) 886-4391 or e-mail [Mbobbitt@boonecountymo.org](mailto:Mbobbitt@boonecountymo.org). I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

cc: Evaluation/Committee Members / Proposal File

**BOONE COUNTY - MISSOURI**

PROPOSAL NUMBER AND DESCRIPTION: 08-04APR19 – Voting Systems

**CLARIFICATION FORM #1**

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

**I. CLARIFICATION – please provide a response to the following request.**

- 1) Regarding section 3.2.8. – *Modifications and Upgrades*: change paragraph 3.2.8.1. of the RFP to read:

3.2.8.1. The Contract **should** provide at no additional charge to the County for the life of the maintenance contract:

- a. All software modifications and upgrades that are necessary to comply with changes to local, State, and Federal election laws or Voluntary Voting System Guidelines issued by the United States Election Assistance Commission; and
- b. All hardware and software modifications necessary to correct defects in the systems.

Changing the “shall” to a “should” could result in the County being responsible for the cost of any software modifications or upgrades which are a result of a change in local law. If this changes your pricing, use the attached Revised Pricing Form to complete the new pricing.

- 2) How would you know about any security breach since we program-your-own and are completely standalone?
- 3) How do you tell which randomly named image is which ballot during audit?
- 4) We do not have Poll Pad Printers. How would voters that check in on the poll pad be able to vote on the ExpressVote? Can ExpressVote scan codes other than the QR code?
- 5) Why do we need an additional 4GB Jump Drive at an additional \$105/each x 10 = \$1,050?
- 6) We understand that there have been issues in Johnson County with your “hybrid” voting equipment. Please explain how that issue occurred, what steps have been done to remedy it, and what equipment and configurations were involved.
- 7) Parts of your proposal response were marked as confidential. If awarded a contract, your proposal response will become part of our contract and part of public record at time of

contract execution. Please submit pages and paragraph #s that you want returned to you and not be part of your proposal response.

- 8) Regarding additional features that you're adding with the DS200 for the Risk Limiting Audit: When are you planning on doing that, and are you going to offer the upgrade to jurisdictions that have already purchased the equipment?
- 9) Your proposal response includes the statement that your system "features robust import and export capabilities that would facilitate the exchange of data between Missouri's voter registration system (MCVR) and our EMS." Provide further explanation about how the process works, as Boone County operates on a legacy voter registration system.
- 10) Will new DS200 Readers fit into our current metal ballot boxes?
- 11) Explain how other jurisdictions utilize the election templates and master file.
- 12) How are updates done to WIN10 and Electionware?
- 13) What data would you be sending on a secure communication channel?
- 14) Do your precinct counters fit our current security carts?

In compliance with this request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this clarification request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

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

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

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

Federal Tax ID (or Social Security #): \_\_\_\_\_

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

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

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

# CLARIFICATION FORM #1

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

I. CLARIFICATION - please provide a response to the following request.

*1) Regarding section 3.2.8. - Modifications and Upgrades: change paragraph 3.2.8.1. of the RFP to read:*

*3.2.8.1. The Contract should provide at no additional charge to the County for the life of the maintenance contract:*

*a. All software modifications and upgrades that are necessary to comply with changes to local, State, and Federal election laws or Voluntary Voting System Guidelines issued by the United States Election Assistance Commission; and*

*b. All hardware and software modifications necessary to correct defects in the systems.*

*Changing the "shall" to a "should" could result in the County being responsible for the cost of any software modifications or upgrades which are a result of a change in local law. If this changes your pricing, use the attached Revised Pricing Form to complete the new pricing.*

## ES&S RESPONSE

As provided in ES&S' original response, ES&S is unable to agree to provide software modifications and upgrades due to changes in local law as such changes are specific to the County and ES&S is unable to provide these modifications or upgrades to its overall customer base. In addition, ES&S is unable to include pricing for future changes to local law as ES&S does not know the extent to which ES&S' software may need to be modified or changed due to a future change to local law. Notwithstanding the foregoing, ES&S will agree to the following language with respect to this Section:

So long as the County subscribes to and maintains a software license, maintenance and support services agreement with ES&S, ES&S shall provide the County with all software modifications and upgrades required by State, and Federal election laws or Voluntary Voting System Guidelines issued by the United States Election Assistance Commission. The County shall be responsible for obtaining any upgrades or purchases of third party items required to operate the updates as well as the cost of any replacements, retrofits or modifications to the equipment which may be necessary to operate the updates. In the event a change in local law occurs that would require a change to ES&S' proposed voting system, the parties would mutually agree upon the cost of such changes resulting from the change in local law prior to ES&S commencing any work.





In addition and so long as the County subscribes to and maintains a hardware maintenance and a software license, maintenance and support services agreement with ES&S, ES&S shall provide all hardware and software repairs or replacements necessary to correct any defects in ES&S' system in accordance with the warranty and post warranty hardware and software license, maintenance and support terms as set forth in ES&S Standard Agreement submitted with ES&S' original proposal; all of which shall be mutually agreed upon by the parties.

2) How would you know about any security breach since we program-your-own and are completely standalone?

**ES&S RESPONSE**

You are correct, none of your Election Management System (EMS) computers are connected to the Internet and ES&S does not have a way to communicate remotely with any EMS. We would not know of a security breach at your location unless you contacted us. However, we actively monitor threats and security issues through our partnership with the DHS Critical Infrastructure Program and we are a member of the Information Technology ISAC (IT-ISAC) and the Elections Infrastructure ISAC (EI-ISAC). An ISAC is a nonprofit organization that provides a central resource for gathering information on cyber threats to critical infrastructure and two-way sharing of information between the private and public sectors. Furthermore, we encourage all customers to be vigilant with the physical security around their EMS and closely monitor all data movement via USB devices to and from the EMS with other state or county owned computers.

3) How do you tell which randomly named image is which ballot during audit?

**ES&S RESPONSE**

Two ways. First, each scanned ballot image is viewable in Results module of Electionware along with its Cast Vote Record (CVR). Second, the DS450 is equipped with an inkjet printer that can print a 10-digit ballot number on each ballot scanned. This printer is used in the event of the need to perform a risk-limiting post-election audit. The printer is automatically activated whenever an inkjet cartridge is installed. To deactivate the printer, simply uninstall the cartridge. The 10-digit ballot numbers correspond to the ballot numbers listed on the Batch/Bin Reports and the Tabulator CVRs in the Electionware Results module.

4) We do not have Poll Pad Printers. How would voters that check in on the poll pad be able to vote on the ExpressVote? Can Express Vote scan codes other than the QR code?

**ES&S RESPONSE**

After a voter checks in on the poll pad and is verified by a poll worker, they should be issued an ExpressVote card. When a voter inserts a card on the ExpressVote to make their selections, the ExpressVote presents them with the correct ballot layout for their precinct. If there are more than one ballot styles available in that voting location, a pollworker can select the appropriate ballot style for the voter before they begin making their selections. The ExpressVote, when equipped with a barcode scanner, can also scan "regular" Code 39 and 128 barcodes.



5) Why do we need an additional 4GB Jump Drive at an additional \$105/each x 10 = \$1,050?

**ES&S RESPONSE**

The additional USB flash drives perform the following functions:

- 4 needed for EQC process on DS200 and ExpressVotes
- 3 needed in case of another USB stick failure during EQC or loading election definitions
- 1 needed for election backups on the EMS server
- 1 needed for transferring results export files from EMS to County/State computer
- 1 needed for transferring Voter Registration data from County/State to the EMS

6) We understand that there have been issues in Johnson County with your "hybrid" voting equipment. Please explain how that issue occurred, what steps have been done to remedy it, and what equipment and configurations were involved.

**ES&S RESPONSE**

Please note this issue pertained to the ExpressVote Tabulator, not the ExpressVote ballot-marking device proposed in Boone County. In Johnson County, Kansas, while votes were tabulated accurately, election results from the primary on Aug. 7, 2018, were reported more slowly than normal. The delay was traced to the software responsible for reporting total results. The issue was resolved with a rewriting of the ExpressVote Tabulator vote aggregation software code. The new software was certified prior to the November primary, allowing the ExpressVote Tabulator to be used in that election, and it performed well, meeting all expectations.

7) Parts of your proposal response were marked as confidential. If awarded a contract, your proposal response will become part of our contract and part of public record at time of contract execution. Please submit pages and paragraph #s that you want returned to you and not be part of your proposal response.

**ES&S RESPONSE**

ES&S requests removal of the following items that were marked CONFIDENTIAL from their proposal response:

Section 3.2.5.1 (PDF page 62 and the top 2/3rds of page 63) – Training course descriptions.

Appendix D (PDF pages 121-130) and the following references to it:

- Section 3.2.4.1.11 (PDF page 44) – Strike the last sentence of the first paragraph “The steps of the U.S. QC Processes are described in Appendix D.”
- Section 3.2.6.2 (PDF page 67) – Strike the last sentence of the page “The steps of the U.S. QC Processes are described in Appendix D.”



**8) Regarding additional features that you're adding with the DS200 for the Risk Limiting Audit: When are you planning on doing that, and are you going to offer the upgrade to jurisdictions that have already purchased the equipment?**

**ES&S RESPONSE**

ES&S provides updates as part of the Hardware Maintenance Agreement. Risk Limiting Audit features are scheduled for development in the EVS 6.2.0.0 release, which will begin later this summer.

**9) Your proposal response includes the statement that your system "features robust import and export capabilities that would facilitate the exchange of data between Missouri's voter registration system (MCVR) and our EMS." Provide further explanation about how the process works, as Boone County operates on a legacy voter registration system.**

**ES&S RESPONSE**

Electionware features a one-click import of many aspects of your election definition, includes contests, candidates, precincts, districts, ballot measures, polling places, and the relationships between these items. Import data is captured in a series of text files, each containing one aspect of the election definition. For example, one text file contains all the contests, while another file contains all the candidates. The text files must adhere to a specific format, but ES&S has worked with a number of states to build direct export/import integration between the VR system and Electionware.

**10) Will new DS200 Readers fit into our current metal ballot boxes?**

**ES&S RESPONSE**

Yes, the DS200 precinct scanners fit in the current metal ballot boxes. However, the metal ballot boxes require modification to the guide rails, plug location, and removal of the diverter to ensure the ExpressVote cards do not jam. The cost to retrofit each metal ballot box and remove the diverter is estimated at \$500 based on conversion kit availability.

**11) Explain how other jurisdictions utilize the election templates and master file.**

**ES&S RESPONSE**

Other jurisdictions use the election templates to save them time recreating portions of the ballot that rarely change from election to election or between primary and municipal elections. Saving the ballot layout with the number of columns, precincts, voting locations, standard ballot text, and other elements of the ballot save time when programming your next election.

**12) How are updates done to WIN 10 and Electionware?**

**ES&S RESPONSE**

ES&S is committed to the consistent improvement of our products and making those improvements available to our customers as quickly as possible. For this reason, we consistently certify new releases with the



Election Assistance Commission – roughly three releases per year. Each certification brings with it a new version of Electionware that contains new features and enhancements to improve the user experience. Along with these improvements, we regularly include any security patches and service packs that have been released for the Microsoft Windows operating system.

During the warranty period, ES&S shall provide the County with new releases, upgrades or maintenance patches to the software and firmware, together with appropriate documentation (“Updates”), on a schedule defined by ES&S as well as provide help desk hardware, software and firmware support. The specific details regarding ES&S’ warranty is set forth in ES&S’ Standard Agreement.

---

**13) What data would you be sending on a secure communication channel?**

**ES&S RESPONSE**

ES&S uses two secure communication channels. One is used for: customer orders and RMA requests, product documentation, and product advisories. The other is used for providing software updates, voter registration information, and any programming or layout work that ES&S provides non-PYO customers.

---

**14) Do your precinct counters fit our current security carts?**

**ES&S RESPONSE**

ES&S believes the DS200 precinct scanners will fit in the current security carts. The DS200 measures 14Wx5.5Hx16D and 16"W x 6.5"H x 18.5"D when in its soft sided carrying case.



*maintaining voter confidence*



**BOONE COUNTY, MO  
REQUEST FOR PROPOSALS  
#08-04APR19 FOR VOTING  
SYSTEMS**

**COPY**

**April 4, 2019 1:30 PM CT**

**Election Systems & Software, LLC  
11208 John Galt Boulevard  
Omaha, NE 68137**

*Rob Wiebusch, Regional Sales Manager*



*enhancing the voter experience*



## Enhancing the Boone County Election Process

REQUEST FOR PROPOSALS #08-04APR19 FOR VOTING SYSTEMS

COPY

April 4, 2019 1:30 PM CT

Election Systems & Software, LLC  
11208 John Galt Boulevard  
Omaha, NE 68137

*Rob Wielbusch, Regional Sales Manager*

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6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: Election Systems & Software, LLC

Address: 11208 John Galt Blvd.

Omaha, NE 68137

Telephone: (800) 247-8683 Facsimile: (402) 970-1276

E-Mail Address: djablonski@essvote.com

Federal Tax ID (or Social Security #): 47-0617567

Print Name: Richard J. Jablonski Title: Vice President, Finance

Signature: *Richard J. Jablonski* Date: March 28, 2019

6.1. Pricing

**Pricing** – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, set-up, testing, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of renewal equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

Any list of equipment is provided for informational purpose. Offeror shall bid one of the identified, acceptable models within or bid an approved equal. Determination of equality is solely Boone County's responsibility.

Please attach itemized pricing with brand and model numbers.





April 4, 2019

Ms. Melinda Bobbitt, CPPO, CPPB, Director of Purchasing  
 Boone County Purchasing Department  
 613 E. Ash Street, Room 110  
 Columbia, MO 65201

**RE: Request for Proposal #08-04APR19 for Voting Systems**

Ms. Bobbitt:

**Election Systems & Software, LLC (“ES&S”)** is pleased to present Boone County this proposal for the purchase of election tabulation hardware and software that has been certified by the United States Election Assistance Commission (EAC) and approved and certified by the State of Missouri.

Your transition to our leading-edge tabulation technology will improve all aspects of the election process for your voters, election staff, poll workers, and voting equipment technicians. We look forward to working with you to implement the most technically advanced, accessible and secure election solution available within the State of Missouri.

**KEY ASPECTS OF OUR SOLUTION FOR BOONE COUNTY**

The proven election system we are proposing for Boone County has been used in binding elections throughout the United States. This industry-leading solution is composed of the following:

- ✔ DS200 Precinct Scanner and Tabulator
- ✔ ExpressVote Universal Voting System
- ✔ DS450 Central Scanner and Tabulator
- ✔ Electionware Election Management System
- ✔ Project Management Services and Training
- ✔ Hardware and software services and support

**WHY CHOOSE ES&S?**

ES&S is the recognized leader in the election market. ES&S entered the elections industry when the development of optical mark reader technology was in its infancy. Through the continual development and introduction of innovative election products, ES&S has emerged as the leading provider of end-to-end, fully integrated voting solutions.

When deciding among future partnerships, it’s important to keep in mind the depth of election industry experience and financial standing of the company you are selecting. ES&S has been providing election equipment, software, and services for nearly 40 years. Because we are our own manufacturer, ES&S partners with our customers to uncover and implement your needs to help you accomplish your goals. Our business model and strength has provided our customers with peace of mind, knowing that they have a partner with the ability to adapt to future legislation within Missouri and/or changes in the needs of election administration.

One of the key factors when making a purchase like this for Boone County is the consideration of ongoing costs. We have recently installed the above-mentioned equipment in Johnson County, Laclede County, Greene County

and for the Kansas City Election Board, and one of the deciding factors was the cost savings over the life of ownership.

Thank you for considering our proposal. We appreciate the opportunity to present our election-proven voting system to you and look forward to continuing our long-term partnership with you and your staff. If you have questions, please feel free to contact me.

We stand ready to move Boone County into a new era with a Voting System that will meet the needs of election officials and voters for many years to come.

Sincerely,



Rob Wiebusch  
Regional Sales Manager  
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# EXECUTIVE SUMMARY

# ENHANCING THE BOONE COUNTY VOTING EXPERIENCE



Election Systems & Software, LLC (“ES&S”) is excited to present Boone County this information about our latest vote tabulation system equipment.

To implement new voting technology, the County needs a partner with a proven track record of experience, innovation and overall company stability. Our award-winning technology, service and support have made ES&S the election industry leader for approximately 40 years.

## UNDERSTANDING YOUR NEEDS

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We understand your need to replace your current system with a certified voting system to serve the needs of your approximately 120,000 registered voters, to include one (1) central tabulating machine, 100 units of paper-based precinct tabulation equipment and 100 units of accessible ballot marking devices. ES&S understands that the County needs election tabulation equipment, including accessible and paper-based equipment with second chance voting capabilities that can accommodate wide-ranging physical needs, inclusive of voters with disabilities.

Your transition to our leading-edge technology will enhance the entire voting process for your voters, poll workers, and election staff, while you continue to enjoy support and service from a trusted partner.

Our more than 500 employees allow us to develop, enhance, and maintain the most relevant, easy-to-use, and dependable equipment and software available for elections.

Working with ES&S will ensure a smooth implementation -- we fully understand the election process in Missouri.

## WHAT YOU CAN EXPECT

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### A SYSTEM THAT MEETS YOUR NEEDS

As you will read on the following pages, our proposed voting system meets and exceeds the needs and requirements listed throughout your RFP.

ES&S has had the privilege to provide election hardware, software, and support services throughout Missouri since 1991. We have helped Missouri jurisdictions achieve success by providing reliable products and services to all of our valued clients, both large and small.

***ES&S is the largest and most experienced elections-only company in the world and has provided voting systems for nearly four decades.***

- ✔ ES&S has installed more than 200,000 voting systems in its history

- ✔ ES&S has supported more than 100,000 elections during the past decade alone

ES&S entered the elections industry when the development of the optical mark reader technology was in its infancy. We also were the first company to develop solutions that enable people with disabilities to vote privately and independently.

Today, not only do we work with many of the same customers we've served for nearly 40 years, but our business has grown to **serve 42 states and more than 3,300 clients**. From our humble beginnings supporting a handful of election administrators and voters in 1979, today nearly 100 million registered voters tabulate with ES&S.

*Nearly 100 million registered voters tabulate with ES&S.*

*You can be assured ES&S will be here to support you now and in the future.*

If changing legislation requires a change in your election process, you have peace of mind with ES&S. As the only certified company in the state of Missouri that owns the Intellectual Property (IP) and system software Source Code of the equipment we build, ***we are the only provider with complete control over development, upgrades and change requests for our customers***. As the manufacturer of our products, we can work with you, understand your needs, and work with our development team to accomplish your goals. No other Dealer Representative in Missouri can make this statement. ***This provides Boone County with the confidence and assurances that your voting machine technology investment remains certified for use in the state of Missouri should state laws, rules and/or regulations change.***

## EXPRESSVOTE® UNIVERSAL VOTING SYSTEM



The award winning ExpressVote® is a Universal Voting System that *combines paper-based voting with touch-screen technology* to create a breakthrough in voting solutions for early vote centers and on Election Day in precincts or vote centers. It *produces a paper-based record for subsequent tabulation*. While the ExpressVote provides the best solution to meet the needs for people with disabilities, the ExpressVote was designed for use by all voters. The simplicity and ease of use provide a very intuitive voting session for any voter, but especially those with disabilities. During disability testing campaigns and in live elections nationally, the ExpressVote continues to dominate the competitor's systems, earning high praise and appreciation. *The ExpressVote is the election industry's number 1 selling early and Election Day vote center solution.*

### EXPRESSVOTE: KEY FEATURES & BENEFITS

- ✓ **Ease of use & setup.** The intuitive design offers streamlined simplicity for both election officials and voters alike. For election officials, poll opening and closing is as simple as turning the machine on and off. For the voter, the ExpressVote provides an intuitive voting session and multiple opportunities to review vote choices – including via the interface and on the printed card.
- ✓ **Touch-screen interface.** The interconnected **15-inch touch screen** and tactical navigational keypad buttons provide complete independence for the voter as he or she casts a ballot. The official ballot is provided simultaneously in both audio and visual formats. The ExpressVote automatically protects against overvotes and can alert the voter to undervotes.
- ✓ **Controlled & reduced costs.** The ExpressVote uses an internal thermal printer to print vote selections, eliminating the need to replace costly consumables like ink, toner, or drums that will need to be replaced on Election Day. Unused cards can be used in future elections, *which eliminates waste with the ExpressVote*. Reducing the need and expense for pre-printed paper ballots cuts traditional ballot printing costs significantly. ExpressVote makes budgeting for recurring expenses easy and accurate.
- ✓ **Accessibility Compliant.** ExpressVote meets and exceeds the rigorous 2005 Voluntary Voting Systems Guidelines and HAVA section 301 accessibility requirements providing the industry-leading universal voting system for all eligible voters without discrimination of voters with disabilities.

- ✔ **Vote Session Activator.** Election officials no longer have to guess the number of ballots to print. Instead, an inexpensive Vote Session Activator™ card determines the ballot style presented on the touch screen.
- ✔ **Second Chance Voting.** The ExpressVote automatically protects against overvotes and can alert the voter to undervotes. Once the voter has reviewed all selections on-screen and/or audibly, the ExpressVote prints all contests and selections on the card, then returns it for a second voter review.

*"I just had the most WONDERFUL experience. I am totally blind, and I voted myself in the November general election! I tested/voted on the new accessible voting machines during the primary – but that feeling cannot even begin to compare with how I feel this morning. I was in tears by the time I left the polling station – for the first time in years I VOTED without assistance.*

*To the manufacturers and trainers of the accessible voting machines, THANK YOU! Because of you I have the capability of exercising my rights as a US Citizen. To the poll workers in Franklin, Virginia, THANK YOU! Because of you, I can vote right along my sighted peers without feeling "frowned" upon. I am now an equal.*

*Thank you, Franklin, Virginia!*

*(Note: "My husband said I was "skipping" down the sidewalk this morning with my Guide Dog, Hannah – I was so excited!)"*

## DS200® PRECINCT SCANNER AND TABULATOR



The DS200® precinct digital scanner and tabulator combines the best attributes of a paper-based system with the flexibility and efficiency of a digital environment. Precise ballot sensors simultaneously scan both sides of a ballot in high resolution. As a result, cast vote records and ballot images can be stored on memory devices and reviewed, as needed, on a standard PC. The DS200 is designed with flexibility to support a wide range of ballot configurations and designs. It allows for more efficient accumulation and transmission of votes, directly from the polling place. *More than 40,000 DS200 tabulators are in use in 35 states.*

## DS200: KEY FEATURES & BENEFITS

- ✔ **Unique user-friendly design.** The DS200 tabulator was designed for easy election judge setup – opening the lid powers on the unit in one simple step. The election judge then simply presses “Open Polls,” the Zero tapes will print, and the polls are open.
- ✔ **Instant Voter Verification.** The DS200 can query voters about overvotes, undervotes, blanks, crossover votes, and mismarked ballots and allow voters to review and resubmit their ballots.
- ✔ **Safeguards voter intent.** The system captures and retains digital images and cast vote records of every scanned ballot for auditing and adjudication. ES&S does not alter a single digital image.
- ✔ **Large display.** Our 12-inch display enhances voter, election staff, and poll worker interfaces and usability. It provides immediate feedback and instructions to the voter in the language he or she selects.
- ✔ **Internal battery backup.** The DS200 has a **built-in internal** battery backup designed to meet the EAC 2005 VVSG certification standards. No external UPS (universal power supply) or separate charging device is necessary. When plugged in, the DS200 battery charges automatically.
- ✔ **Patented technology.** The DS200 employs U.S. *patented* technology to quickly and accurately process ballots, discriminating between valid voter marks and extraneous ballot elements like smudges, spills, and perforations. This advanced technology enhances voting system accuracy. The DS200 can be set to query voters about overvotes, undervotes, blank ballots, and other situations.
- ✔ **Integrated thermal printer.** The DS200 tabulator’s printer eliminates the need for a paper spool. You simply remove the used plastic core and drop in a new roll of thermal paper – it’s that easy.
- ✔ **Accessible.** The DS200 is compatible with the next generation ExpressVote Universal Voting System.

## DS450 HIGH-THROUGHPUT CENTRAL SCANNER AND TABULATOR



Customizable sorting is now more affordable than ever with the *DS450® high-throughput central scanner and tabulator*. You can process more ballots in less time, without stopping for overvotes, write-ins, or blank ballots. Smaller jurisdictions can handle processing ballots of all sizes quickly. *This mid-range scanner uses*





## ELECTIONWARE: KEY FEATURES & BENEFITS

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- ✔ **Ease of Use.** Electionware is an intuitive, easy-to-use EMS software application that eliminates wasted effort on unnecessary tasks. This allows ES&S to create, layout, and program your election much faster. In addition, its single database ensures consistency across ballots and machine programming.
- ✔ **Security.** Electionware incorporates the very latest in election security, including heightened audit controls and change management processes that are built-in to make sure your election data is safe and secure. Each user is assigned their own login credentials and level of access while the system tracks all actions in its robust Events Log.
- ✔ **Single User Interface.** Electionware comprises several modules, each one representing a stage of the election creation process. Stepping through each module allows the user to systematically proceed with election creation free from worry that key steps have been overlooked.
- ✔ **Help System.** Electionware contains an interactive, comprehensive help system.
- ✔ **Election Results Reporting.** The Electionware suite's election results reporting program can generate paper and electronic reports for election officials, candidates, and the media. Reporting features enable the user to read data from the tabulators, customize report formats, and accumulate accurate election results.

# STRENGTHS AND BENEFITS OF THE ES&S TEAM

The ES&S team offers Boone County the most elections experience of any vendor. The table below illustrates the benefits a continued partnership with ES&S for election systems and support services.

| Strengths   | Benefits   |
|---|--|
| <b>Proven financial stability</b>                                 | When deciding between future partnerships, the longevity of the company you are choosing is important. No other voting system vendor can match our long-term financial stability.  |
| <b>One vendor – the elections industry leader</b>                 | ES&S will provide everything you need to run an election and support you every step of the way. ES&S is the only company in Missouri that represents the equipment we build. ES&S is the only provider with complete control over development, upgrades, changes, and change requests for our customers. As a manufacturer, ES&S also has the ability to work with our customers, understand their needs, and coordinate with our development team to accomplish your goals. |
| <b>Continual improvement</b>                                      | ES&S' long and continuing history of client-focused feedback sessions help us improve our voting equipment. Through the ongoing development and introduction of innovative election products, ES&S remains the leading provider of voting and election service solutions. We own the source code for our firmware and software, so we can nimbly make any updates needed as election laws change.  |
| <b>Voting tabulation experience</b>                               | ES&S provides nearly 40 years of voting tabulation system experience at your service. We entered the elections industry when optical scanning technology for tabulation was at its infancy. Our team has unmatched knowledge and experience preparing, maintaining, and conducting elections.  |
| <b>The ability to meet delivery and support service timelines</b> | ES&S has the capacity to meet delivery requirements for voting systems and required support services.  |

# WHY SHOULD YOU CHOOSE ES&S?

ES&S offers Boone County the right solution. In addition, that solution will be implemented, serviced, and supported by the election industry's largest, most experienced, and knowledgeable team. We know and understand elections like no other vendor. Above all, we offer the County the promise of our continued outstanding support and customer service. In addition, doing business with ES&S provides Boone County with:

- ✔ **Partnership with a proven, financially stable company.** Boone County has the peace of mind and security of knowing that ES&S is the most experienced, financially sound elections company. *With approximately 40 years of elections experience and more than 500 employees,* ES&S is well-positioned to support counties and sustain the tabulation system.
- ✔ **A high-value solution.** ES&S provides you the most cost-effective, efficient, low-risk option available. By selecting ES&S, County officials can be assured investment is sound and their system will be sustained by one company for at least 15 years.
- ✔ **Proven implementation and in-state service and support.** With over 200,000 system implementations in our history, no other vendor can compete with ES&S voting equipment implementation and support plans.
- ✔ **A truly Universal Voting System.** The award-winning ExpressVote Universal Voting System not only earns accolades from disability advocacy groups, but also provides *touch-screen voting for any voter, with a voter-verifiable paper trail.*

## SUMMARY

Our solution will provide Boone County with a *reliable, cost-effective, state-of-the-art voting tabulation system* that will continue to meet the needs of County voters well into the future. County staff and poll workers will find our equipment *easy to move and set up* on Election Day and *convenient to store and maintain* when the election is over. And, as always, our *team of customer service and technical support experts* will be available to assist with any questions or concerns that arise.

Thank you for this opportunity to present this information. We look forward to future successes as we continue to provide Boone County with unparalleled election technology, service and support.

# REQUIREMENTS

## 2.1 INTRODUCTION

## 2.3. BACKGROUND:

Boone County is a first-class, unchartered County situated in Central Missouri with approximately 120,000 registered voters within 685 square miles. With a population of approximately 175,000, including a large college population at the University of Missouri flagship campus, the County serves diverse needs, and as such is looking for election tabulation equipment, including accessible and paper-based equipment with second chance voting capabilities that can accommodate wide-ranging physical needs, inclusive of voters with disabilities. Voting is conducted by absentee ballot (in person or through the mail) and on Election Day at specifically designated polling sites. Missouri holds elections on the first Tuesday after the first Monday on the following dates:

March (every 4th year) - Presidential Primary

April (every year)- General Municipal Election

August - Primary Election (even years) or Special Elections (odd years)

November - General Election (even years) or Special Elections (odd years)

### ES&S RESPONSE

ES&S has taken these needs into consideration and proposes a solution that meets these criteria. Our proposed system includes the DS200 precinct scanner and tabulator, ExpressVote universal voting system, DS450 central scanner and tabulator and Electionware election management system.

**Second chance voting.** The DS200 can be set to query voters on its touch screen about overvotes, undervotes, blanks, crossover votes, and mismarked ballots and allow voters to review and resubmit their ballots.

The DS200 scanner and tabulator is designed to meet all the Common Standards of the Accessibility requirement in VVSG Volume 1 – Section 2.2.7.1. In addition to these accessibility requirements, the DS200 design includes a large LCD touch-screen interface to simplify the voter experience.

**Accessible paper-ballot-marking device.** The ExpressVote is a leading-edge technology touch screen device that enables voters to vote any ballot in the jurisdiction without the need for costly pre-printed paper ballots, saving significant money for Boone County taxpayers over the life of ownership.

The ExpressVote presents voters with a summary of all contests and candidate selections to review their selections and make changes to the ballot selections. Selections can be reviewed both audibly and on-screen before the voting selections are printed. A voter's selection changes will not spoil the voting session. Voters have the choice to modify/change selections, such as making additional selections to any undervoted contests, before printing the vote summary card.

## Enhancing the Boone County Election Process

The ExpressVote has an optional post-print verification that allows the voter to re-insert their marked card with printed vote selections back into the input slot and verify the choices recorded on the vote summary card. This allows voters to have the selections displayed or read back using the full assistive capabilities and in the language of the voter's choice. If the voter wants to make changes at this point, they will need to contact an election official to spoil or void the card and begin the voting process over.

The ExpressVote system can serve every eligible voter, including those with special needs. As a fully compliant ADA (Americans with Disabilities Act) voting solution, ExpressVote enables each voter to cast his or her ballot independently.

The ExpressVote Universal Voting System was developed with universal design principles applied to be usable by all voters, with or without visual impairments, hearing impairments, or need for physical accommodations. As a fully compliant ADA (Americans with Disabilities Act) voting solution, the ExpressVote enables each voter to cast his or her ballot independently.

The ExpressVote combines paper-based voting with touch screen technology to create an innovative breakthrough in voting solutions. Used for absentee in-person and on Election Day in precincts, the ExpressVote handles the entire ballot-casting process. Election officials no longer must guess the number of ballots to print; instead, an inexpensive Vote Session Activator™ card determines the ballot style presented on the touch screen.

### 3.1 GENERAL INFORMATION

*To meet the needs of Boone County, the County is requesting one (1) central tabulating machine, 100 units of paper-based precinct tabulation equipment and 100 units of accessible ballot marking devices.*

*The objective of this project is to replace the aging system with a newer, more efficient and more capable system that will enable the Boone County Clerk's Office to continue to conduct elections and remain in compliance with all applicable laws and regulations. The voting system must meet specific regulatory requirements and include functionality, components, storage capabilities, and maintenance features that support and enable the essential election processes listed below:*

- *Ballot preparation and distribution of ballots;*
- *Election Day and Absentee Voting (both mail and in-person); and*
- *Vote tabulation and reporting.*

#### ES&S RESPONSE

ES&S has tailored its voting tabulation system solution and pricing to support the criteria and quantities provided in this specification. Please see our attached **Pricing Response**, which includes the requested quantities of equipment. Our proposed system includes functionality needed for ballot preparation and distribution of ballots, election day and absentee voting (both mail and in-person), and vote tabulation and reporting.

*The Boone County Clerk's Office seeks to achieve the following goals through this project:*

- *Enhance security features over existing system capabilities;*

## ES&S RESPONSE

### ELECTION MANAGEMENT SYSTEM

In addition to conformance to the federal 2005 Voluntary Voting System Guidelines (VVSG) for integrity, availability, and security of data, the ES&S system employs security in depth, meaning multiple layers of complementing measures. Security measures include integrated warning and alerts, user roles, data encryption, digital signatures, and physical security. No voter information is stored to the voting system software, ensuring voter privacy and security.

Electionware incorporates the very latest in election security, including heightened audit controls and change management processes that are built in to make sure your election data is safe and secure. Electionware requires users to enter a valid username and password prior to gaining access to the application. The passwords are stored as MD5 hashes so that they are unreadable. The system requires that Electionware passwords be strong.

The system administrator creates unique user IDs for each user allowed to log onto election management system (EMS) workstations. Election personnel that are allowed access to the shared folder on the server receive a second unique shared user ID and password. Users are assigned to roles, including: Election administrators, election personnel responsible for coding the elections, election personnel responsible for election results processing, election personnel allowed to access the shared folder on the server, and election administrators allowed to shut down the system.

Depending on a user's access rights, Electionware limits selections. Unavailable selections do not appear in the application interface. Electionware saves a record of all user actions with a username to the system audit log. System security for Electionware limits casual access to system files, but security also depends on sound practices at the election office. Officials should implement a strong physical and procedural security plan that limits access to Electionware to authorized personnel only.

A complete security hardening process is provided for the computer platform of the EMS as a security measure. This process hardens the basic input/output system (BIOS), the operating system, and the User Access Controls so data cannot be modified outside the intended flow of the application or by a malicious hacker. Additionally, unauthorized applications cannot be executed on the EMS workstations. Electionware does not offer any data entry feature that can be used to alter programming.

Furthermore, the EMS system is closed (air-gapped) and therefore has no connection to the internet.

### ELECTIONWARE DATABASE SERVER

Data directories on the Electionware database server are protected from regular users. The database server accesses data through a service account, protecting data files from direct access.

### DATA FROM EMS

Electionware creates access codes and SFTP (Secure File Transfer Protocol) user passwords with an election-specific encryption using Advanced Encryption Standards (AES) methodology. Both the access codes and

SFTP passwords are transmitted as unreadable SHA-256 hashes for protection. The election definition is protected both with public/private key digital signing and encryption to U.S. Federal Information Processing Standards (FIPS) standards.

## DATA TO EMS

ES&S not only digitally signs results data from the tabulators to the EMS as required by the Election Assistance Commission (EAC) to ensure no tampering has occurred, but we also go a step further. ES&S encrypts the results data to FIPS 140-2 standards. Before results are read into the reporting software, they are signature-verified to ensure authenticity and then decrypted for results accumulation.

## VOTING MACHINE SECURITY

Security access codes. Each precinct voting machine requires the user to enter a role-based security access code unique to each election that the Electionware EMS creates. These security access codes limit or detect access to critical system components. They guard against loss of system integrity, availability, confidentiality, and accountability.

The Electionware election management system (EMS) provides the ability to program new access codes for each election. Furthermore, there are additional options for choosing whether access code challenges are required at certain steps. This enables jurisdictions to choose whether to control access using physical controls such as locks and seals, access codes in the user interface, or both.

Controlled and evaluated code execution. Voting machine functions are only executable in the manner and order intended, and only under the intended conditions. The machines continuously evaluate whether the hardware and firmware are executing only in the authorized fashion. Any deviations from this execution due to tampering or system issues are immediately logged and reported to the user via the touch-screen interface and the machine audit log.

Secure hardware design. The hardware is designed to protect against tampering during system repair or interventions in system operations. Security safeguards cannot be bypassed or deactivated during system installation or operation. System access during equipment preparation, testing, and during use by voters is limited by physical locks and access codes. Tamper-evident seals can be added for further protection.

Auditing. The election district tabulator's audit log report lists all events that can occur on the system (errors, alarm conditions, ballot handling exceptions, and user-initiated functions) with a date and time stamp. The log reports from all internal components that can produce an audit log entry, including the power management board, scanner hardware board, and election processing firmware. The election district tabulator audit logs also can be viewed and printed from the election management system (EMS) database.

The accessible ballot marking device records errors and major events with the date and time each occurred based on the unit's real-time clock. Audit logs are constantly updated in the system background and saved to the inserted ES&S USB flash drive in a circular buffer. Each log entry is numbered and includes event details to facilitate recognition, segregation, and retention.

All events and errors are recorded and tagged with the date and time in the machine audit log. Machine audit logs can be viewed or printed for immediate identification and resolution of error conditions. Logs can be transferred via USB memory devices to secondary secured central storage not within the system whose logs





are being recorded. Audit logs are digitally signed when they are exported. Results data from the tabulators is both digitally signed and encrypted.

Flash drives with custom VID/PID. The USB flash drives used to transport election information to the voting machines and to transport results back to the EMS contain a custom VID/PID embedded by the manufacturer for security purposes.

Digital signing and encryption. ES&S software digitally signs every cast vote record and its corresponding image files when they are created. The EMS validates the signatures when reading the vote data to ensure no tampering has occurred.

Additionally, ES&S application software exceeds Election Assistance Commission (EAC) VVSG (Voluntary Voting System Guidelines) requirements by encrypting all vote data sent from the tabulators to the election management system (EMS) computer that hosts the software that aggregates results. Data is encrypted using strong Federal Information Processing Systems (FIPS)-compliant Advanced Encryption Standard (AES) encryption. The results remain encrypted until imported into the EMS for results accumulation.

**ABSENTEE VOTING SYSTEM SECURITY**

Data from the EMS and going back to the EMS is protected with the same type of digital signing and encryption used for the voting machines.

The DS450 central tabulator used to count absentee ballots can require an access code on startup and has varying levels of access code challenges depending on the features being accessed. This includes the administrative lockout for results-related features.

The DS450 keeps a detailed, time-and-date stamped audit log with access code attempts and all user actions, whether successful or failed. Audit logs can be printed in real time on the audit log printer or manually printed from the unit’s menus. Audit logs are digitally signed when they are exported to a USB memory device for review on the EMS.

All ports are behind lockable, sealable clear plastic doors to control access and allow election officials to easily detect unauthorized access.

Cast Vote Records (CVRs) can be written to election media for backup purposes without aggregating vote data for reporting purposes. This prevents the data from being read into the EMS system for reporting before it should be. The aggregation of data is access-code controlled and can be locked out until re-enabled by an administrator. The EMS software also can be password-controlled to limit access to results generation and reporting functions.

The USB flash drive can store images of each ballot cast. To ensure security and protect voter anonymity, the ballot images are stored with random names assigned to each ballot image file.

- *Enable staff to easily program ballots and accommodate late changes to ballots;*

**ES&S RESPONSE**

Our election management system software solution, Electionware, includes the industry’s leading ballot design software application, Paper Ballot. The Paper Ballot module provides extensive ballot design capabilities that easily meet and comply with all jurisdiction laws and administrative code.



Electionware’s Paper Ballot converts the information configured in the jurisdiction’s election database into finished ballot layouts. At any time during the ballot creation process, users may save the ballot layout as a template for future elections. This ensures standard ballot layouts saves a considerable amount of time from one election to the next.

For subsequent elections, the system’s ability to use data from past elections and custom ballot templates eliminates the need to re-enter data or re-create templates.

Along the same lines as Ballot Templates, Election Templates can be used to create new elections with a saved set of election data (parties, precincts, districts, contests, candidates, audio files, etc.), reducing the time and work of creating a new election all over again. As multiple templates can be created, this feature can be used to create extensive lists of all potential subdivisions and offices, as well as more-specialized lists that may be relevant to smaller elections. In short, you can use past elections as the basis for future elections – a feature our customers have widely adopted and appreciate.

The software also provides the ability to edit previously-defined election templates. This feature is very useful during the re-districting process, allowing you to keep your election templates current as district lines change.

Electionware can easily accommodate quick changes to the formatting of text. The Electionware Paper Ballot module provides the County with a true ballot typesetting system for ballot layout and changes. The user can modify typographic attributes (font, font size, alignment, etc.) of all ballot elements (contest title, candidate name, party name, etc.).

By using the Electionware Paper Ballot style sheet functionality, changes can be made on a global scale or for a specific ballot style(s). For instance, with one edit the user can change the font size of an Office Title on every ballot style on which it appears, or the Office Title can be changed on one or many specific ballot styles.

- *Reduce the risk of human error;*

**ES&S RESPONSE**

Throughout the process, Electionware constantly checks for consistency. Electionware has built-in checks that notify the user of effects their current action will have, and it will even prevent multiple users from performing actions that may contradict one another.

- *Maintain high standards for ballot design and production by allowing and supporting the ballot design principals outlined in EAC publication "Effective Designs for the Administration of Federal Elections";*

**ES&S RESPONSE**

Electionware allows and supports ballot design principals outlined in EAC publication “Effective Designs for the Administration of Federal Elections.”



- 
- *Enhance audit capabilities (post-election), transparency and openness to public scrutiny;*

### ES&S RESPONSE

ES&S is committed to supporting modern post-election audit procedures, including risk limiting audits (RLA). We have implemented a number of RLA features with even more support coming in future releases.

If a paper-based RLA is desired, the DS450 is capable of printing a serial number on each ballot. The serial number is small and printed near the corner of the ballot, but most importantly it is printed after the ballot has been scanned and processed. This allows for a pristine image capture of the ballot as it was marked by the voter. As results data is transferred from the DS450 to the Electionware software, Electionware maintains a database of all ballot serial numbers, corresponding ballot images, and corresponding cast vote records (CVR).

Since the ballot, image, and CVR are now linked, any ballot that is randomly selected for audit can now easily be located and reviewed. For example, if ballot number 123456789 is randomly selected for audit, the user is able to:

- (A) Locate the ballot because the number is printed on the ballot,
- (B) Locate the ballot image in Electionware by simply entering the ballot number, and
- (C) View the CVR for the ballot in Electionware. The CVR provides details on the ballot's tabulation

ES&S believes these features are tremendously helpful for any jurisdiction that is seeking to perform a risk limiting audit. In the future, we will be adding similar serialization functionality to the DS200 and ExpressVote.

Finally, some jurisdictions have chosen to forgo the review of physical ballots and perform RLA using only ballot images and the corresponding cast vote records. EVS 6.0.2.0 fully supports this model with no future enhancements required. If a list of ballot numbers is randomly selected for audit, their images and CVRs can quickly be located within Electionware. This type of audit is conducted today in Utah with tremendous success. One county informed ES&S they were able to conduct their audit of 600 independently and randomly selected ballot numbers in 25 minutes. The audit produced 100% accuracy.

- 
- *Upgrade ADA features and accessibility over current system, including more efficient audio ballot programming;*

### ES&S RESPONSE

The ExpressVote allows voters to cast their votes unassisted, thereby maintaining their privacy and anonymity. Every ExpressVote is fully accessible, allowing any voter to select any ExpressVote without the need to declare a disability or be relegated to certain devices.

Most voters, even those with visual impairments or who are blind, can use the corner cut tactile indicator to properly orient the card and insert the cards into the machine. Braille on the face of the ExpressVote indicates where to insert the activation card.

Enhancing the Boone County Election Process



*Braille on ExpressVote Face Instructs Voter*

Each ExpressVote includes the following functionality:

- ✔ Touch screen with colors and accessibility-enhancing effects, including voter-selected font size and contrast settings
- ✔ Interconnected navigational keypad buttons with both Braille and printed text labels designed to indicate function and a related shape to help the voter determine its use
- ✔ Port for a sip-and-puff device, foot pedal, or other two-way switch
- ✔ Audio voting session via text-to-speech or .wav files. Voters can privately listen to instructions and selections at a volume, tone, and speed that will meet their unique needs.
- ✔ High-visibility on-screen ballots with options for Zoom and Contrast



*Keypad with Shaped Buttons and Braille*



*High-Contrast Zoomed-In Text Option*

Enhancing the Boone County Election Process



*Sip & Puff*

The ExpressVote uses electronic technology based on input from election officials and disability organizations. It integrates components such as a digital scanner, printer, touch screen, and a navigational audio-tactile keypad.

Key features of the ExpressVote include:

- ✔ Multiple ballot navigation and selection methods that can be used simultaneously at any time during the voting process.
- ✔ Audio presentation created by either real voice files or through the voice file generator in Electionware Toolbox. Voters privately listen to instructions and selections at their chosen volume and speed. The automated languages are easy to understand for audio-ballot users who tend to significantly increase their speed.
- ✔ Ballot and voter instruction/message presentation in the language selected by the voter both in audio and visual formats. Voting choices and instructions can be displayed in large text on a high contrast background on the touch screen display, as well as played by the audio system in the voter's preferred language.
- ✔ Allows voter to select a black privacy screen during an audio presentation.
- ✔ Tempo and volume controls for adjusting audio ballot presentation.
- ✔ Pause/resume audio capabilities



*Paddle*

Following is a quote from the website “Blind Bargains” after the author tested accessible voting devices from Hart Intercivic, Dominion Voting Systems, and Election Systems & Software posted at <https://www.blindbargains.com/bargains.php?m=15315>

*“With my faith in modern voting technology quickly running out, I moved to the last of the machines, The ExpressVote from Election Systems & Software...I walked up to the machine and inserted my paper ballot into the reader, which immediately caused speech feedback to begin. No intervention was necessary from the election workers... Overall, I completed my 23-question ballot in about 5 minutes. Of the three systems tested, the ExpressVote is the only one I am comfortable recommending in its current form. Set-up was achieved independently by the voter, prompts were spoken efficiently, and a ballot could be completed using the fewest number of key presses.”*

### AUDIO BALLOT

Electionware provides a recording script with a minimal number of recordings required. This reduces the time to verify audio on the ballot. The script that is exported can include all ballot elements, or simply the portions that have changed. It is designed for ease of use in setup.

The ExpressVote will display language choices based on the election setup. The audio provided to the voter matches the language selected.

Audio files for both English and translated languages can be quickly generated using the Text-to-Speech module of a separate software application, Electionware Toolbox. These are then imported into Electionware in one simple step. Automatic validations for missing translations or audio files are generated before burning media for accessible devices.

- Enhance overall voter experience and promote voter confidence through increased efficiency, transparency and accountability for elections, reconciliation and reporting of results;

### ES&S RESPONSE

#### OUR VISION

We will provide products and services of exceptional quality and value to maintain voter confidence and enhance the voting experience for all voters.

#### OUR MISSION

Election Systems & Software is dedicated to providing valuable, trusted, and proven election equipment and services to our election administrators.

We continually evolve to meet the needs of our customers and technology’s ever-changing environment. We provide better elections every day to promote democracy in the municipalities we serve. We fulfill this mission by delivering the highest standards of accuracy, security, and reliability in our election products and services.



- *Reduce the limitations set by the current system for number of precincts, districts, ballot styles and candidates; and*

**ES&S RESPONSE**

Our system allows the following limits:

Number of Precincts: 9,900

Number of Districts: 25

Number of Districts of a given type: 250

Number of Ballot styles: 15,000

Number of Candidates: 10,000 per election, 230 per contest

- *Enable staff to operate the system including ballot design and coding, testing, hardware maintenance, and results reporting with complete independence from the Contractor.*

**ES&S RESPONSE**

ES&S understands that a successful transition to new election technology depends on more than executing a logistics plan. A key element to success is ensuring that you are empowered with the knowledge to administer the new system and carry out a trouble-free election. To meet this end, we emphasize training as a critical component of our overall implementation plan. Our training goal is to ensure a strong level of comfort and competency for all of Boone County’s key project stakeholders. ES&S can train the County voting equipment technicians to complete routine maintenance tasks for the DS200, DS450 and ExpressVote.

*The selected system must address the basic characteristics of a proper system:*

- *The anonymity of a voter's ballot must be preserved;*

**ES&S RESPONSE**

ES&S is committed to the ideal that the voter’s privacy and anonymity are of the utmost importance. Both are stringently preserved throughout the Election Day voting process with the ES&S system.

The ExpressVote ballot marking device enables voters to conduct their voting session privately and independently. The ExpressVote’s touch screen can be shielded either by the position of the unit or by a cardboard privacy screen. Audio is privately played over headphones in both devices. Voters who are blind or who want to ask an Election Officer a question can blacken the screen during all or part of a voting session.

The DS200 precinct tabulator used with the ExpressVote does not display any information that may reveal the identity of the voter or contents of the voter’s ballot while reading, verifying and auditing ballots. For additional security, the voter may insert the vote summary card face down or upside down. The DS200 pulls the card rapidly inside and protects it from view before it is cast. In addition, ES&S sells ballot privacy sleeves that may be used to ensure ballot secrecy as the voter transports a vote summary card from the ExpressVote to the DS200.



## Enhancing the Boone County Election Process

Every ballot cast with the ES&S voting machines is assigned a random 16-byte identifier and all the ballot Cast Vote Records (CVR) and ballot images are stored with exactly the same timestamp. This effectively decouples any association of the ballot to the voting order to guarantee voter privacy.

Depending on the election programming, the tabulators can be set to save an electronic copy of the ballot image and cast vote record onto the USB flash drive when the vote is cast. To ensure that the voter's identity cannot be tied to a ballot image, the system randomizes the ballot image file and does not place a date/time stamp on the file. Thus, there is no logical way to associate a voter with a saved ballot image or cast vote record.

- *The system must be comprehensible and easy to use by the entire voting population, regardless of age, infirmity, or disability;*

### ES&S RESPONSE

The proposed voting system continues to receive high praise from customers all over the county as well as right here in Missouri.

### EXPRESSVOTE

The ExpressVote Universal Voting System is a leading-edge technology touch-screen device that enables voters to vote any ballot in the jurisdiction without the need for paper ballots, saving money for Boone County taxpayers.

The ExpressVote system can serve every eligible voter, including those with special needs. The ExpressVote was developed with universal design principles applied to be usable by all voters, with or without visual impairments, hearing issues, or need for physical accommodations.

As a fully compliant ADA (Americans with Disabilities Act) voting solution, the ExpressVote enables each voter to cast his or her ballot independently.

The ExpressVote combines paper-based voting with touch screen technology to create an innovative breakthrough in voting solutions. Used in early voting and on Election Day in precincts or vote centers, the ExpressVote handles the entire ballot-casting process. Election officials no longer must guess the number of ballots to print — instead, an inexpensive vote session activator card determines the ballot style presented on the touch screen.

- ✓ Enables any voter, including blind, low-vision, and limited dexterity voters, to vote unassisted. Functionality includes: voter choice of multiple user interfaces including touch screen, Braille-embossed keypad, sip-and-puff tube, and foot pedal or other two-way switch; audio voting session via text-to-speech or .wav files; voter selects speed, tone, and volume; high-visibility on-screen ballots; voter-selected font size and contrast settings. All of the accessible features are available to the voter at all times during the voting process and do not require poll workers to “enable” or turn-on special features. Voters may use any of the accessible features simultaneously, at any time during the voting process.
- ✓ Verifiable paper record. After all selections are made, a human- and machine-readable paper record is produced, including text and an optical scan barcode. All votes are digitally scanned for tabulation on ES&S DS200 and DS450 devices.





- ✓ Easy to set up and use. The one-step startup and poll-closing procedure makes the ExpressVote an ideal device for poll workers. The intuitive design offers streamlined simplicity for all voters, poll workers and election staff. The paper card is the vote session activator – there is no expensive technology to manage or program. The ExpressVote is small, lightweight at less than 20 pounds, and easy to carry.
- ✓ Controlled and reduced costs. Traditional ballot printing costs can be reduced significantly by eliminating the need and expense for pre-printed paper ballots. With low operation and maintenance fees, budgeting for recurring expenses becomes easy with the ExpressVote. The ExpressVote system does not use ink, toner, or paper rolls and consumes 70 percent less paper than traditional ballots.
- ✓ Innovative design. Complete and total independence is maintained while voters cast their own records. Voters review a summary page and can make changes before casting ballots. A voter's selection changes will not spoil the voting session. The ExpressVote system produces a verifiable paper record for each voter that is digitally scanned for tabulation. ExpressVote neither stores nor tabulates vote counts. The system is always secure – the election definition media device is protected in a locked environment.
- ✓ The County can program the ExpressVote to handle ballots with exceptions as desired, including providing voters multiple chances to correct ballot issues like undervotes.

## DS200

The DS200 precinct ballot digital optical scanner and tabulator is designed to meet all the Common Standards of the Accessibility requirement in VVSG Volume 1 – Section 2.2.7.1.

In addition to these accessibility requirements, the DS200 design includes a large LCD screen to improve voter feedback, and a touch screen interface to simplify voter interface.

Situations that require voter interaction are displayed clearly in plain text, and some situations are supplemented with an audible warning signal and graphical animation.

*• The voting system is the total combination of mechanical, electromechanical, and electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) used to define ballots; cast and count votes; report or display election results; and maintain and produce any audit trail information, all consistent with Missouri and federal law;*

## ES&S RESPONSE

ES&S agrees and will comply. Our proposed system includes the DS200 precinct scanner and tabulator, ExpressVote universal voting system, DS450 central scanner and tabulator and Electionware election management system. The ES&S voting solution contains audit logs with sufficient information to allow the auditing of all operations related to election and ballot setup, ballot tabulation, results consolidation and report generation.

- *The voting system must include voting devices that are accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation in the voting process (including privacy and independence) as for other voters;*

**ES&S RESPONSE**

Please see our previous response for “Upgrade ADA features and accessibility over current system, including more efficient audio ballot programming.”

- *The system must include components for presenting ballots to voters and capturing votes, including voting devices and associated support and privacy components that constitute voting booths. Throughout this document, voting device is defined as the device used by a voter to record his/her vote. It includes the recording device, the voting booth, all electrical cords and other necessary wires and cables, a suitable power failure back-up system, and any necessary controlling unit, peripheral devices, or equipment;*

**ES&S RESPONSE**

ES&S agrees and will comply. ES&S is offering our ExpressVote ballot marking device with our DS200 precinct scanner and tabulator. All required accessories are included. Please see the included **Pricing Response**.

- *The voting system must also provide options for the pre-election set-up and testing of voting devices, opening and closing of polls, regular voting, accessible voting, curbside voting, pertinent types of absentee voting, provisional balloting, and vote tabulation and election reporting at the precinct, district, county, and state levels to include individual contest reports, and reports of ballots cast with a break down by precinct and equipment type. Reports must be available in formats suitable for transfer to the Boone County Clerk's website for election night reporting;*

**ES&S RESPONSE**

**SET UP AND TESTING**

The ES&S devices are equipped with self-testing capability to identify any need for maintenance or substitution expeditiously and to meet pre-testing and pre-tabulation requirements required by law. Tabulators produce a paper Zero report showing the system has not votes on it at the opening of polls.

**EXPRESSVOTE**

The ExpressVote self-diagnostic tests of all system functions and components and verifies that firmware is properly installed upon system startup. Reports identify the installed election program and firmware versions. Any errors loading system firmware or election programming result in equipment shutdown with a clear error message.

**DS200**

Upon startup, the DS200 automatically performs a series of internal system diagnostic checks, including checking the scanner software, checking the printer, and other system checks. A report of the test results will be generated automatically. Reports include the automatic printing of the Configuration, Status, and Zero



Reports, which provide all the information needed to verify equipment readiness. Users also have the ability to print the Audit Log – a report showing all scanner operations since election definition loading. If any of the system tests fail, the unit will not enter voting mode. The DS200 will attempt to display the appropriate error message and then shut down.

In addition, the device has significant hardware diagnostic capabilities available through the administrative menu, allowing technicians to monitor key hardware components.

## DS450

The DS450 performs automatic self-tests that verify equipment readiness at startup, including checking the scanner software, checking the printer, and other system checks. It can generate and automatically print various reports, including Configuration, Status, and Zero reports, which provide information needed to verify equipment readiness. Users also may print these reports on demand.

In addition, the device has significant hardware diagnostic capabilities available through the administrative menu, allowing technicians to monitor key hardware components. If any of these checks fail, the failure is logged and system operation may be limited or disallowed.

Access to the DS450 can be controlled by requiring a login password to enter the menus.

## OPEN/CLOSE POLLS

### EXPRESSVOTE

All startup and shutdown tasks can be accomplished without technical assistance.

The ExpressVote touchscreen unit can quickly be unpacked and prepared for voting. Election workers simply remove the system from its soft-sided storage/transport case, place the unit on the table, plug the unit into a standard three-prong AC outlet, and turn the unit on. The ExpressVote is then ready to mark ballots.

To shut down the ExpressVote, the poll worker uses the security key to open the security compartment on the side of the unit and turns the power switch to Off.

### DS200

On Election Day, setup tasks for the poll workers are minimal. The poll worker simply plugs the DS200 into an AC outlet and unlocks/unseals the top lid of the ballot box to gain access to the tabulator. The poll worker then unlocks the top lid of the DS200 and raises the lid to automatically initiate the boot-up process.

After the unit boots up, the poll worker will be required to enter the election code to continue the opening process. After successfully entering the code, the unit automatically prints the Configuration Report. The poll worker will then press the OPEN POLL button and the Zero Report will automatically print.

The DS200 is now ready to open and the poll worker simply presses the GO TO VOTING MODE button.

It only takes 90 seconds for the DS200 to boot.

To close the polls, an authorized poll worker must open the forward USB access door with a DS200 barrel key, then press and hold down the CLOSE POLL button for approximately 3-5 seconds. When the poll close screen displays, the poll worker presses the red CLOSE POLL button on the display. These are not visible to the public, and it's not possible to unintentionally activate the process to close the polls.

Enhancing the Boone County Election Process

The proposed equipment works for regular voting, accessible voting, curbside voting, pertinent types of absentee voting, and provisional balloting.

The Electionware Reporting module can meet the above reporting requirements. The Electionware Reporting module offers many different formats for election night exports, including XML, CSV, and TXT.

- *The voting system must have the ability to audit results by contest, including blank, under-voted and over-voted ballots as well as the ability to interface with the Boone County Clerk's existing electronic poll books (KNOWiNK Poll Pad); and*

**ES&S RESPONSE**

**AUDIT RESULTS**

Please see our previous response for “Enhance audit capabilities (post-election), transparency and openness to public scrutiny.”

**INTERFACE WITH ELECTRONIC POLL BOOKS**

ES&S, in collaboration with KNOWink, has configured a seamless integration between the Poll Pad product (with printer) and the ExpressVote. Poll workers simply print a receipt via the Poll Pad printer at the time a given voter is checked in, which is then scanned on the optional ExpressVote scanner to present the voter with their correct ballot style. This integration provides a foolproof way for poll workers to ensure that every voter receives the correct ballot style.

- *All data produced by the voting system, including but not limited to all logs, results, ballot data, and reports, will belong solely to the Boone County Clerk's Office. Ownership of all data, materials and documentation originated and prepared for the County pursuant to this RFP shall belong exclusively to the County.*

**ES&S RESPONSE**

ES&S agrees and will comply. All data produced by the voting system will belong to the Boone County Clerk’s Office.

**3.2. SCOPE OF SERVICES:**

- *The project scope includes supply of all new voting equipment, software, training, testing, maintenance of new equipment, and providing or contracting for bridge maintenance, if necessary, of existing equipment until replacement is complete. Additionally, the project scope will include a discussion of the systems and its components, minimum life expectancy, and all specific periodic maintenance required to meet or exceed that life expectancy.*

**ES&S RESPONSE**

ES&S agrees and will comply. Our proposed system includes the DS200 precinct scanner and tabulator, ExpressVote universal voting system, DS450 central scanner and tabulator and Electionware election management system.



ES&S designs and manufactures its voting equipment to withstand normal use without deterioration and without excessive maintenance cost for a minimum lifecycle of 10 years. Nevertheless, existing ES&S voting equipment product lines have been proven to exceed this normal lifecycle. For example, the ES&S Model 100 poll tabulator has been in service since 1998; the ES&S Optech Eagle has been in service since 1990; and the Model 650 Central Count scanner has been in service since 2001.

ES&S fully supports the tabulators we build through tried and tested sustainability processes. To ensure the sustainability of our products throughout its lifecycle and beyond, ES&S engineers its voting system products with an eye on durability, ease of maintenance, and availability of parts and supplies. The ES&S supply chain is the most extensive in the election industry.

Product sustainability and lead-time compression is the driving force to having a strong supply chain. We focus on choosing long-life industrial grade components and hardware to ensure we meet and exceed parts availability.

We have an extensive bill of materials for all our product lines. We continually monitor our component inventory supply, customer demand, and supplier availability. ES&S involvement includes inventory management, hardware engineering, manufacturing, purchasing, and field services.

Our outside contacts include contract manufacturing partners, manufacturer representatives, manufacturers, and component suppliers. Constant monitoring and effective communication between all manufacturing partners is the main reason why we continue to enjoy success and why our customers can use their voting equipment far longer than the expected lifecycle.

### 3.2.1. TIME LINE –

*The implementation of this project shall have the following deadlines (subject to change):*

*3.2.1.1. All new voting equipment with essential peripherals and required software shall be delivered, installed and acceptance testing shall be completed by July 31, 2019 to the Boone County Election Annex located at: 2121 County Drive, Columbia, Missouri 65202. Hours of operations: 8:00 a.m. to 5:00 p.m. central time. The Contractor will be responsible for removing all components of the County's existing voting system by July 31, 2019 that cannot be utilized with the new voting equipment. All required operational and software training shall be completed during this phase of the implementation. Technical, ballot printing, and election creation support for the November 5, 2019 special election, if necessary, is also requirement.*

#### ES&S RESPONSE

ES&S agrees and will comply. Please see **Appendix A – Project Narrative and Plan** for our proposed implementation timeline.

### 3.2.3. REQUIRED CERTIFICATIONS

#### 3.2.3.1. FEDERAL CERTIFICATION

*The Electronic Vote Counting System Precinct Tabulator and Ballot Marking Device proposed must be certified by the United States Election Assistance Commission (EAC), compliant with the current Voluntary Voting Systems Guidelines, (include copy of EAC certification with proposal).*

##### ES&S RESPONSE

ES&S vote tabulation systems are tested and certified to the Election Assistance Commission Voluntary Voting System Standards (VVSG). The proposed system, EVS 6.0.2.0, was certified by the EAC on October 4, 2018. Please see **Appendix B** for the included EAC Certification.

#### 3.2.3.2. MISSOURI CERTIFICATION

*The Electronic Vote Counting System Precinct Tabulator and Ballot Marking Device proposed must be certified by the Missouri Secretary of State pursuant to RSMO 115.225, (include copy of Missouri Secretary of State certification with proposal).*

##### ES&S RESPONSE

EVS 6.0.2.0 was approved for use in the State of Missouri on February 8, 2019. Please see **Appendix C** for the included Missouri State Certification.

### 3.2.4. TECHNICAL SPECIFICATIONS

#### 3.2.4.1. GENERAL EQUIPMENT REQUIREMENTS

*3.2.4.1.1. Contractor shall supply 1 Electronic Vote Counting System Central Tabulator.*

##### ES&S RESPONSE

ES&S has tailored its voting tabulation system solution and pricing to support the criteria and quantities provided in this specification. Please see the included **Pricing Response**, which includes one (1) central counting DS450 machine.

*3.2.4.1.2. Contractor shall supply 100 Electronic Vote Counting System Paper-based Precinct Tabulators.*

##### ES&S RESPONSE

ES&S has tailored its voting tabulation system solution and pricing to support the criteria and quantities provided in this specification. Please see the included **Pricing Response**, which includes 100 of ES&S' DS200 precinct tabulators.

3.2.4.1.3. Contractor shall supply 100 Ballot Boxes for the Electronic Vote Counting System Precinct Tabulators.

**ES&S RESPONSE**

ES&S has tailored its voting tabulation system solution and pricing to support the criteria and quantities provided in this specification. Please see the included **Pricing Response**, which includes 100 ballot boxes to go with the same number of DS200 precinct tabulators.

a. Be capable of withstanding transport conditions that may include extremely bumpy roads, exposure to heat, cold, humidity and dust without incurring damage during transportation or becoming inoperable as a result of such transport.

**ES&S RESPONSE**

ES&S equipment is built for and has been tested as being capable of withstanding transport conditions that may include exposure to extreme heat and humidity without incurring damage or becoming inoperable. The devices have been designed and independently tested to meet stringent 2005 VVSG minimum performance standards that simulate exposure to physical shock and vibration associated with frequent handling and transportation. All internal components are assembled in rugged, impact resistant housing. Sturdy carriers provide further protection against dust, moisture, and transportation impacts.

As a real-world example, in 2012, over 5,700 DS200 units were deployed to temporary facilities throughout the boroughs of New York City during Hurricane Sandy’s devastation of the Empire State. The DS200 units used in the New York City election post-Hurricane Sandy were exposed to severe storage and transport conditions, yet they performed flawlessly.

b. Be capable of withstanding frequent loading and unloading, stacking and unstacking, assembling/disassembling, and other routine handling in the course of normal storage and operation.

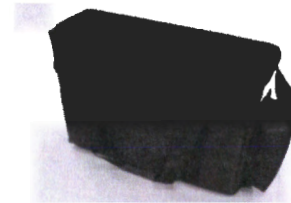
**ES&S RESPONSE**

The DS200’s internal components are assembled in a rugged, impact-resistant GE C6600 – Polycarbonate Acrylonitrile Butadiene Styrene (ABS) plastic housing. The terminal’s outer coloring is integrated into the plastic to prevent chipping or scratching on the outside surface. The DS200 has been tested and has successfully met specific Voluntary Voting Systems Guidelines (VVSG) minimum performance standards that simulate exposure to physical shock and vibration associated with frequent handling (loading, unloading, stacking, and heavy use) and transportation by surface and air common carriers. The DS200 plastic ballot box includes a hard clamshell case with rollers and a telescoping handle to protect the DS200 in transport.

The ExpressVote can withstand frequent loading and unloading, stacking and unstacking, assembling, disassembling, reassembling, and other routine handling during normal storage and operation. The ExpressVote has been designed and tested to meet stringent 2005 VVSG minimum performance



*DS200 Carrying Case/ Ballot Box Top*



*ExpressVote Soft-Sided Case*

standards for these common storage and operation conditions. A high-strength fiber soft-sided case is provided as extra protection.

*c. Be capable of attaching various security seals to prohibit tampering while in transit or storage prior to public testing and at the conclusion of each election.*

**ES&S RESPONSE**

The DS200 tabulator and the plastic ballot box, with the carrying case installed, provide a variety of locations to lock and seal the DS200 and the ballot box to secure the DS200, USB election definition flash drive, and ballots during Election Day. Each of ballot box doors (official ballot compartment, auxiliary bin) can be locked and sealed to secure ballots in those compartments. When the carrying case, including the DS200, is installed on top of the ballot box, an additional carrying case lock and five (5) seal positions are available to secure the scanner and box from tampering with the scanner prior to poll opening.

The ExpressVote can be outfitted with tamper-evident security seals and/or locks. The ES&S ExpressVote election definition media device is secured behind a locking panel on the left side of the device. The ExpressVote locking door protects access to USB ports used for media insertion, as well as switches for powering the unit off and on and switching between voter and administrative functions.

*3.2.4.1.4. Contractor shall supply 100 Ballot Marking Devices and all required peripherals to complete a ballot on said device.*

**ES&S RESPONSE**

ES&S has tailored its voting tabulation system solution and pricing to support the criteria and quantities provided in this specification. Please see the included **Pricing Response**, which includes 100 ExpressVote ballot marking devices.

*3.2.4.1.5. Contractor shall supply 100 audio headphones and hand-controls for the Ballot Marking Devices required for ADA compliance.*

**ES&S RESPONSE**

Please see the included **Pricing Response**, which includes 100 headphones and hand controls.



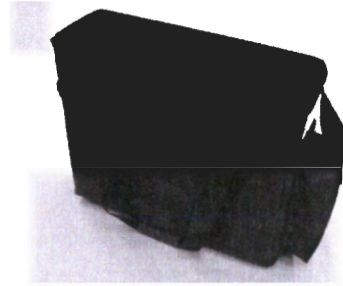


3.2.4.1.6. Contractor shall supply 100 carrying cases for the Ballot Marking Devices that provide the ability to effectively and efficiently transport the devices by hand while also offering protection against damage.

**ES&S RESPONSE**

ES&S agrees and will comply. Please see the attached **Pricing Response**, which includes 100 carrying cases for the ExpressVote ballot marking devices.

The ExpressVote comes with a soft-sided carrying case that makes transporting simple as everything is included in the case itself: touchscreen unit, plugin, ADA keypad, headphones. This case provides added protection for the already durable ExpressVote device.



3.2.4.1.7. Contractor shall supply the requisite computer(s) and required hardware and software for accumulating Election results compliant with the EAC and Missouri Secretary of State requirements. The required software must be able to query and save reports in various document types (i.e. text file, pdf, etc.).

**ES&S RESPONSE**

ES&S has included the required accumulating and reporting computer in our **Pricing Response**, along with Electionware software for accumulating Election results compliant with the EAC and Missouri Secretary of State requirements. This software can query and save reports in various document types.

Electionware Reporting module will generate paper and electronic reports for election officials, candidates, and the media. Reporting module is designed to print reports and display updated election totals on a monitor as results are received from polling locations. Report editing features enable the user to read data from a variety of scanners, customize report formats, and generate accurate election results.

Electionware standard reports can be saved in several formats including PDF, XLS, HTML, CSV, XML, and ASCII, etc.

3.2.4.1.8. Contractor shall supply and outline a maintenance and warranty plan for the duration of the term including the processes typically involving in returning, replacing, or repairing failed components for the Electronic Vote Counting System Precinct Tabulators, Ballot Marking Devices, and Election Accumulating and Reporting Computer and required software.

**ES&S RESPONSE**

Please see **Section 3.2.6 – Warranty and Maintenance** of this document for details on the maintenance and warranty plan.

3.2.4.1.9. Contractor shall provide all necessary equipment and accessories, power cords, security keys or key FOBs, memory media, and paper rolls.

**ES&S RESPONSE**

ES&S has included all necessary equipment and accessories in our **Pricing Response**.



3.2.4.1.10. Contractor must provide a description of the proposed equipment, size, setup and transport features (i.e. carrying case weight). It must also include a narrative detailing the initial delivery, installation plan, and software training.

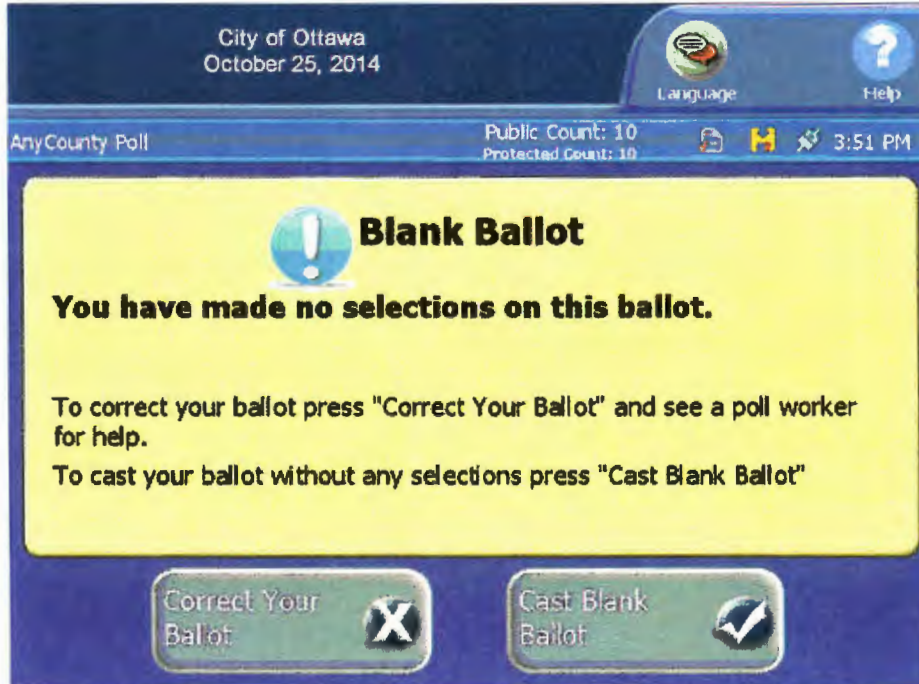
**ES&S RESPONSE**

**DS200 PRECINCT-BASED SCANNER AND TABULATOR**

The DS200 scanner and tabulator scans voted ballots and/or ExpressVote vote summary cards. Ballots will scan successfully when inserted in any of four orientations. It can scan a variety of ballot sizes, including ExpressVote vote summary cards. Both sides of the ballot are processed simultaneously with high-resolution scanners and the resulting ballot images are decoded using our patented PTRAC™ and IMR™ technology to determine what constitutes as a mark for a candidate. Tabulated voter selections are stored to a USB flash drive.

The flash drive is removable from the system for transport to a central election location where vote totals are consolidated for reporting. The device also has an optional results backup flash drive. The DS200 is typically deployed within a carrying case that connects to the plastic ballot box. The carrying case has wheels and a telescoping handle that allow it to be transported separately and attached to the ballot box at the poll site.

The DS200 has a large, easy-to-use, touch-screen interface for voter and poll worker communication. It also includes an integrated thermal printer for limitless Election Day printing of zero reports at the opening of the polls, machine totals and log reports and polling place totals upon the official closing of the polls. The unit also has a USB flash drive for loading the election definition and storing results, and an internal battery pack for reliable power in the event of a power outage.



Large DS200 Touch Screen Provides Clear Feedback

### DS200 EQUIPMENT SPECIFICATIONS

|  | Width, Depth, Height  | Weight                    |
|--|-----------------------|---------------------------|
| DS200 Carrying Case                          | 27" x 24" x 8"        | 29 pounds                 |
| DS200 Ballot Box w/ Steel Doors & Base Plate | 35.5" x 24" x 26"     | 45 pounds                 |
| DS200 Optional Tote Bin                      | 13.25" x 23.25" x 15" | 14.5 pounds               |
| DS200 Unit (screen extended)                 | 14" x 16" x 13.5"     | 23 pounds (incl. battery) |
| DS200 Unit (closed for storage)              | 14" x 16" x 5.5"      |                           |

### DS200 SETUP

The DS200 unit’s unique lid-up, power-on approach allows poll workers to easily open polls in minutes per machine. When the poll worker plugs in the device and lifts the lid, the DS200 automatically powers itself on and begins the boot-up process. After entering a security code, reports print automatically, the poll worker presses two buttons, and the polls are open.

To close the polls, the poll worker simply unlocks the access door to the DS200, pushes the Close Polls button, and then confirms by touching Close Poll on the screen.

ES&S is by far the industry leader when it comes to ease of use for the poll workers and the processes they need to follow to open or close the polls.

### DS200 TRANSPORTATION

The included DS200 carrying case is made of durable, scratch-resistant Acrylonitrile Butadiene Styrene (ABS) plastic materials features roller wheels and a telescoping handle. Convenient handles on the side of the case allow for an easy, two-person lift onto or off the ballot bin. The telescoping handle, when held at 29 inches off the ground, weighs about 1 pound. Pulling the wheeled carry case across a smooth, hard surface requires approximately 3 pounds of force.

The proposed ballot box is also constructed with ABS plastic materials, steel-reinforced doors, and four lockable, swivel caster wheels. This durable construction enables each unit to withstand the effects of frequent loading, unloading, assembly and disassembly.



## EXPRESSVOTE UNIVERSAL VOTING SYSTEM

The ExpressVote universal voting system is a vote capture device designed for all voters, with independent voter-verifiable paper record that is digitally scanned for tabulation on a compatible ES&S tabulator. This system combines paper-based voting with touch screen technology. The ExpressVote can serve all voters, including those with special needs, allowing voters to cast summary cards autonomously. Voters navigate ballot selections using the touch screen, detachable ADA keypad or ADA support peripheral such as a sip and puff device or two-position switch. ExpressVote guides voters through the ballot selection process with screen prompts, symbols and ballot audio. Screen controls meet all applicable guidelines for size and readability.



*Keypad with Shaped Buttons and Braille*

The ExpressVote includes a vote summary screen that requires voters to confirm or revise selections prior to printing the vote summary card using the internal thermal printer. Once printed, an ES&S tabulator is used to process the vote summary card. ES&S has fully integrated the ExpressVote with the existing suite of ES&S voting system products.

## EXPRESSVOTE EQUIPMENT SPECIFICATIONS

|                                | <b>Width, Depth, Height</b> | <b>Weight</b>                       |
|--------------------------------|-----------------------------|-------------------------------------|
| ExpressVote w/ stand collapsed | 20" x 5" x 17"              | 20.5 pounds (incl. battery/printer) |
| ExpressVote w/ stand extended  | 20" x 13" x 16"             | 20.5 pounds (incl. battery/printer) |
| ExpressVote on rolling kiosk   | 24" x 28" x 55"             | 54 pounds (incl. battery/printer)   |
| ExpressVote soft carrying case | 25" x 7" x 19"              | 3 pounds                            |
| Optional ExpressVote table     | 37" x 29" x 31"             | 20 pounds (table only)              |

## EXPRESSVOTE SETUP

The ExpressVote touch-screen unit can quickly be unpacked and prepared for voting. You simply remove the system from its soft-sided storage/transport case, place the unit on the table, plug the unit into a standard three-prong AC outlet, and turn the unit on. The ExpressVote is then ready to mark ballots.

To close the ExpressVote, the poll worker uses the security key to open the security compartment on the side of the unit and turns the power switch to Off.

## EXPRESSVOTE TRANSPORTATION

ExpressVote is lightweight and easy to carry in its soft-sided case, which protects it during transport.

## DELIVERY, INSTALLATION PLAN & SOFTWARE TRAINING

Please see **Appendix A – Project Management Narrative and Plan** of this proposal for our delivery, installation plan, and training narrative.

*3.2.4.1.11. Contractor shall supply detailed security and audit specifications of the proposed equipment, including origins of manufacturing on all essential parts used in coding/exporting/importing election information (i.e. origins of manufacturing of memory medias required).*

### ES&S RESPONSE

ES&S has a global supply chain to ensure competitive pricing, high quality and sustainability for our customers. All election equipment goes through 100 percent Quality Control (QC) procedure in our Omaha, Nebraska facility.

ES&S recognizes the importance of added security around removable media and memory devices, and as a result, ES&S only sources United States memory devices. Delkin Devices, based in California, manufactures memory devices in the U.S.

The memory devices Delkin produces have unique hardware identified specifically for ES&S equipment. Delkin provides memory devices for many U.S. government agencies as well as the U.S. military. Delkin is located at the following address:

Delkin Devices  
13350 Kirkham Way  
Poway, CA 92064

*3.2.4.1.12. Contractor shall supply a minimum of one (1) in-person support during all public testing, Election Day, and Election result accumulation and reporting for the duration of the term.*

### ES&S RESPONSE

ES&S agrees to this requirement and has included the cost for this support in our **Pricing Response**.

*3.2.4.1.13. Contractor shall supply a minimum of one (1) in-person support during the duration of election judge training for the April 7, 2020 Election and August 4, 2020 Election.*

### ES&S RESPONSE

ES&S agrees to this requirement and has included the cost for this support in our **Pricing Response**.



*3.2.4.1.14. Contractor shall outline the protocols and policies in place to protect the integrity of the ballot and the election (i.e. security protocols and policies pertaining to, but not limited to: coding configuration of ballots, Election Voting System Precinct Tabulators, Ballot Marking Devices, fingerprinting, and cybersecurity).*

#### **ES&S RESPONSE**

ES&S uses well-defined protocols and policies to protect the integrity of the ballot and the election. Please see **Appendix E – ES&S Secure Data Protocols**, for a description of the secure practices we follow for the creation, transfer, and storage of important election files and data. It is important to note that ES&S products use encryption and digital signing for all data-in-transit using cryptographic modules that meet the Federal Information Processing Standard 140-2 (FIPS 140-2). It should also be noted that the system proposed to Boone County is isolated, not connected to any other network or the internet.

Customer data inputs and outputs are handled through a Secure File Transfer (SFT) site. Customer data is entered into dedicated, internal, standalone servers which require specific permissions for access.

Election definition media file access is tightly controlled. ES&S personnel log and track all USB media created. [REDACTED]

ES&S requires completion of a background check for every candidate applying for an associate position with ES&S. The background check must be completed before commencement of employment. All background checks are performed in accordance with the applicable laws.

ES&S employees undergo fingerprint checks on an as-needed basis, depending on client requirements.

All associates are required to wear an assigned identification badge daily while on ES&S' worksites. Associates representing ES&S off-site may also be required to wear their ID badge off ES&S premises. Failure to regularly display the assigned badge, frequent loss of badges, or unauthorized loan of an ID badge to another individual is a violation of ES&S policy and could result in disciplinary action, up to and including termination.

As employees of ES&S, Associates accepted an obligation to help ES&S preserve and protect its confidential and proprietary information. ES&S confidential and proprietary information includes, but is not limited to, customer lists, product plans, new material research to source code, designs, financial information, pricing lists, marketing plans, customer files, proposals, certification documentation, employee information (including medical), contracts, vendor agreements, production processes and budgets.

The following are examples of how Associates protect ES&S' confidential, proprietary information:

- ✓ Monitor their work area for sensitive information and do not leave proprietary and confidential information unattended
- ✓ Remain alert in common meeting areas
- ✓ Monitor their office and telephone conversations
- ✓ Be responsible for their computer system and equipment (includes printers, copiers, and faxes)
- ✓ Ensure understanding of the ES&S network
- ✓ Protect file cabinets, desk drawers, and storage items

- ✔ Share only appropriate information with vendors, consultants, and personal acquaintances

At ES&S, associates must respect ES&S’ confidential information and knowingly share necessary information only with appropriate parties. Failure to abide by this policy may result in disciplinary action, up to and including termination.

ES&S understands the current cybersecurity environment, as well as the focus and concern surrounding election security. ES&S is making continuous investments to bolster our security systems and processes, strengthen our depth of defenses, and identify and resolve vulnerabilities. ES&S will continue to maintain our obligation of securing and protecting the interests of our customers and of voters as our most critical priority. For example:

- ✔ ES&S takes multiple measures to secure the development environment and ensure all staff are trained and educated. For example, all ES&S employees are required to participate in annual Cyber-Security Awareness training as well as focused training dependent on their individual roles and responsibilities.
- ✔ ES&S has established a Cyber Vulnerability Assessment Committee.
- ✔ ES&S recognizes the highly sensitive and urgent nature of security incident management and has an established an Incident Response and Management Protocol (IRMP).
- ✔ ES&S conducts regular third-party audits and penetration tests of our networks and systems.

*3.2.4.1.15. Contractor shall define the type of authentication used to secure access the election data if applicable. The Contractor shall also include how, and how often, the security access to this data is audited, if applicable.*

**ES&S RESPONSE**

All data for the proposed system will be stored on premise in Boone County. ES&S can assist Boone County with performing regular security access audits and developing data access policies and procedures. As a best practice, ES&S recommends performing access audits quarterly during non-active periods and monthly during active periods, at a minimum.

*3.2.4.1.16. Contractor shall define the type of encryption used to protect communication channels between the contractor, client, and the data if applicable. The Contractor shall also define protocols and processes for upgrading security encryption as guidelines and standards evolve.*

**ES&S RESPONSE**

As described in **Appendix E – ES&S Secure Data Protocols**, customer data inputs and outputs for election and ballot coding are handled through a Secure File Transfer (SFT) site.

ES&S products use encryption and digital signing for all data-in-transit using cryptographic modules that meet the Federal Information Processing Standard 140-2 (FIPS 140-2). All security access codes for the tabulators and ballot marking devices are stored using AES (Advanced Encryption Standard) encryption using an election-specific AES key.



The security access codes set up in Electionware are sent to the tabulators and ballot marking devices on a qualification media in the form of SHA-256 hashes. During election creation, a unique FIPS RNG-generated AES key and an election-specific public/private key pair are generated. The election definition sent to the devices on the election media is encrypted using a system-generated, password-based derived key of the Election Access Code and signed by the election-specific private key.

The election-specific AES key sent to the tabulators and ballot marking devices on the qualification media is used to encrypt data from the tabulators to the EMS. In addition to encryption, all encrypted data is further signed using a machine-specific private key generated during the qualification process on the tabulator. The incoming election media containing results are first sign-verified to ensure authenticity and then decrypted for results accumulation.

A complete security hardening process is provided for the computer platform of the EMS as a security measure. This process hardens the basic input/output system (BIOS), the operating system, and the User Access Controls so data cannot be modified outside the intended flow of the application or by a malicious hacker. Using system hardening scripts, the Postgres data directories are protected from users and are accessed only by the non-administrative Postgres service user account. The final access permissions for a shared resource are determined by considering both the NTFS permissions and the sharing protocol permissions, and then applying the more restrictive permissions.

The development life cycle leveraged by ES&S continually evolves with industry best practices. Our team regularly evaluates new tools and methodologies that will help us ensure quality, productivity, and a high-level of security, including the latest in security encryption. ES&S maintains a System Development Program which describes, in detail, the policies, processes, and tools leveraged within the development life cycle.

ES&S takes multiple measures to ensure development staff are constantly trained and educated in the ever-evolving security field so that they can implement new security measures as they become available in our ongoing system releases. ES&S has established internal committees to create forums focused on aspects of the Development Life Cycle. Examples of such committees include the Process & Tools Committee and the Cyber Vulnerability Assessment Committee. The committees meet on a regular basis to collaborate, vet new ideas, and establish action plans.

Boone County can be assured that as guidelines and standards evolve, ES&S will continue to upgrade our security encryption.

*3.2.4.1.17. Contractor shall define the types of monitoring and alert reporting to potential tampering to the election data, if applicable.*

**ES&S RESPONSE**

The voting units are single-purpose devices that are programmed to operate only as intended. On startup, the units perform a self-check, and if that fails, the units will not activate. In addition, the units continuously evaluate whether the hardware and firmware are executing only in the authorized fashion. Any deviations from this execution due to tampering or system issues are immediately logged and reported to the user via the touch-screen interface and the machine events logs.

Event logging occurs throughout the ES&S voting system, both within the Electionware EMS and the tabulators and ballot marking devices used in the field. All logging is time stamped, and contains digitally





signed, human-readable text concerning the event being logged. Tabulator logs can be printed or can be transferred electronically (over media or a network, depending on the device) to the EMS. The tabulators and ballot marking devices log all actions taken by any user interacting with the device. The EMS supports role-based access, so the events logged by a particular user working with the system can be identified. Neither administrators nor users can affect or change what gets logged on the tabulator or in the EMS.

**3.2.4.1.18. Contractor shall also define all remediation procedures for potential tampering, if applicable.**

### ES&S RESPONSE

Our voting system solution incorporates a wide range of security precautions to safeguard the voting machines and their contents from tampering. This includes a variety of locks and tamper proof seal locations to protect the devices before poll opening and after poll closing. The following are recommended best practices:

### EXPRESSVOTE

The ExpressVote ballot marking device (BMD) has a locked access compartment to protect the USB media devices and ports. The access compartment key lock may be covered with tamper-evident seals. The integrity of these seals should be maintained at all times, and only breached under controlled and explained circumstances.

- ✔ The first lock is a dual-purpose lock that secures the ExpressVote into the docking station of the rolling kiosk. This lock is not applicable for the table or voting booth configurations.
- ✔ The second lock prevents unauthorized entry to the access compartment, which protects the solid-state drive, USB ports, the election media, keypad port, mode switch and power switch. Within the access compartment, additional security is provided with a metal security box that is installed over the solid-state drive.
- ✔ The third lock prevents unauthorized entry to the front of the paper path, which prints and scans vote summary cards.
- ✔ The fourth lock prevents unauthorized entry to the side of the paper path.

A security seal should be placed in the following locations:

- ✔ Front and side paper path doors
- ✔ Over the election definition USB flash drive in the access compartment
- ✔ Access door key lock or door seam

### DS200

ES&S has built-in numerous safeguards to prevent unauthorized use and tampering of the DS200 in storage or while in use at the voting location, including the ability to be fully lockable and providing no exposed communication ports.

The USB flash drive containing the election definition and election totals is secured under a locked panel. A provision for a wire seal within the USB port provides an additional level of security.

The USB flash drive used for redundant data storage is in the back of the machine is also sealed under a locked panel prior to Election Day.

The DS200 has a laptop-style hinge display that doubles as a built-in security lid. Until this lid is unlocked and opened, there is no access to the paper path or other optical components. After the DS200 is mounted onto the ballot box, a door on the ballot box hinges into place at the front of the DS200 and locks the DS200 unit into place. The ballot box is equipped with key locks that prevent access to the ballot compartments storing the paper ballots, the DS200 unit and the ballot slot. After poll workers close the polls, users cannot cast ballots without the proper ballot box keys and security codes to reopen the polls.



**DS450**

The ES&S system only exposes physical ports and access points essential to voting operations, testing, and auditing. It restricts access to ports based on permissions of the user, and logs all connections to include the identity of the user.

The DS450 secures all data ports behind clear plastic lockable and sealable access doors to protect access and allow election officials to easily detect unauthorized access. All critical hardware components can be locked and sealed as well. The DS450 logs when the imaging heads are accessed. It provides additional alerts and logs access to the back service door.

For further protection, data exported from the hard drive to USB flash drives is digitally encrypted with FIPS (Federal Information Processing Standards) technology and signed to prevent tampering with results.

**3.2.4.2. SPECIFIC PRECINCT TABULATING SYSTEM REQUIREMENTS**

*3.2.4.2.1. Equipment shall operate on standard 110/120V AC power.*

**ES&S RESPONSE**

Yes, the DS200 operates on standard 110/120V AC power.

*3.2.4.2.2. Equipment must have a back-up battery source that in the event of loss of AC power, it permits the device to continue normal operations for a minimum of 2 consecutive hours.*

**ES&S RESPONSE**

The DS200 contains an internal backup battery that maintains the system in the case of a power failure during the election process. The battery is a 21-volt, 10 cell lithium-ion battery that needs no special maintenance. The battery obtains its charge automatically from the system power supply any time the unit is plugged in – a



separate charging device isn't required. It ensures complete protection from power failure and provides a minimum of three to four (3-4) hours of normal operation in the event of a power failure.

The battery is floating on the system, meaning the battery kicks in immediately without system impact. When the battery gets low, the system will have a graceful shutdown to ensure no ballots are being scanned or data is being written to the USB memory device when it loses power completely. When power returns, a recovery procedure allows voting to continue where it left off.

*3.2.4.2.3. Equipment should have an attached printer capable of generating a zero report and election summary report for the election loaded on the device.*

**ES&S RESPONSE**

Yes. To print zero reports and election summary reports, the DS200 tabulator features an internal thermal printer that eliminates ink and ribbon costs, maintenance, and downtime. Access to the printer can be locked and sealed. The drop-in, continuous feed paper roll enables poll workers to change a paper roll in seconds.

The DS200 has a battery backup that charges any time the unit is plugged in and supports printing of reports when the unit is without AC power.

*3.2.4.2.4. Equipment shall prohibit the loading or updating of firmware while the device is set for election or in election mode.*

**ES&S RESPONSE**

Yes, the DS200 prohibits the loading and updating of firmware while the device is set for election or in election mode.

*3.2.4.2.5. Equipment shall be able to scan voted paper ballots (11", 14", 17" and 19"). Equipment shall also be able to scan voted paper ballots marked by the Ballot Marking Device.*

**ES&S RESPONSE**

Yes, the DS200 scanner and tabulator scans voted ballots and/or ExpressVote paper vote summary cards that are 11", 14", 17", and 19" long and 8.5" and 4.25" wide.

*a. Equipment should be able to accept ballots in any of the four possible orientations (face up, face down, header in first, footer in first).*

**ES&S RESPONSE**

Yes, the DS200 accepts ballots in any orientation (face up, face down, header in first, footer in first).

*b. Equipment should be able to accept one-sided or two-sided ballots.*

**ES&S RESPONSE**

Yes, the DS200 scanner and tabulator supports both single- and double-sided ballots.

*c. Equipment should be able to retain a digital scanned image of all ballots cast in the Electronic Vote Counting System Precinct Tabulator.*

**ES&S RESPONSE**

Yes, the DS200 stores all cast vote records, ballot images (front and back sides), election definition files, and audit data to a removable USB flash drive that has a standard storage capacity of 4 GB (8 GB drives available, if necessary).

*3.2.4.2.6. Equipment shall maintain and display a visible numeric count of the total number of ballots cast since the election was opened during the voting period (i.e. 6:00 a.m. to 7:00 p.m.).*

**ES&S RESPONSE**

Yes, the DS200 displays a public count that tracks the number of ballots cast between opening and closing the polls. The public count starts at zero and increases with each cast ballot.

*3.2.4.2.7. Equipment shall have an optional (or standard) hard- or soft-cover case available. Cost shall be included in the response.*

**ES&S RESPONSE**

Yes, rolling carrying cases are included in our **Pricing Response**. The included DS200 carrying case is made of durable, scratch-resistant Acrylonitrile Butadiene Styrene (ABS) plastic materials features roller wheels and a telescoping handle.

**3.2.4.3. SPECIFIC BALLOT MARKING DEVICE REQUIREMENTS**

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*3.2.4.3.1. Equipment shall operate on standard 110/120V AC power.*

**ES&S RESPONSE**

Yes, the ExpressVote operates from 110/120V AC power.



3.2.4.3.2. Equipment shall have a touch screen that is ADA compliant.

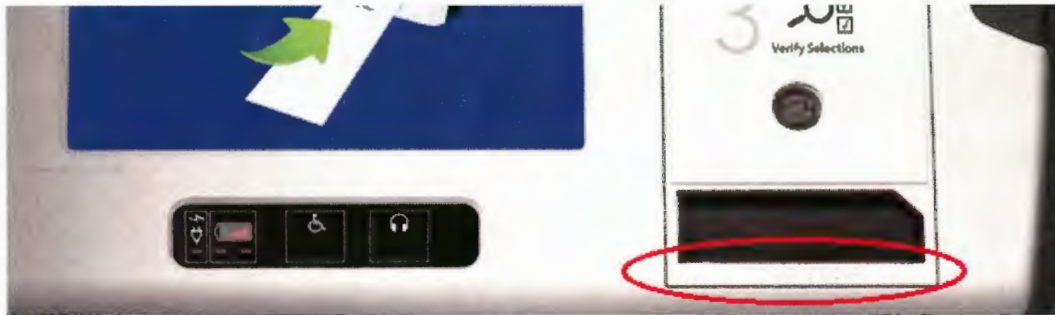
3.2.4.3.3. Equipment shall have audio capabilities that are ADA compliant.

3.2.4.3.4. Equipment shall have Sip-and-Puff (SNP) capabilities that are ADA compliant.

**ES&S RESPONSE**

The ExpressVote allows voters to cast their votes unassisted, thereby maintaining their privacy and anonymity. Every ExpressVote is fully accessible, allowing any voter to select any ExpressVote without the need to declare a disability or be relegated to certain devices.

Most voters, even those with visual impairments or who are blind, can use the corner cut tactile indicator to properly orient the card and insert the cards into the machine. Braille on the face of the ExpressVote indicates where to insert the activation card.



*Braille on ExpressVote Face Instructs Voter*

Each ExpressVote includes the following functionality:

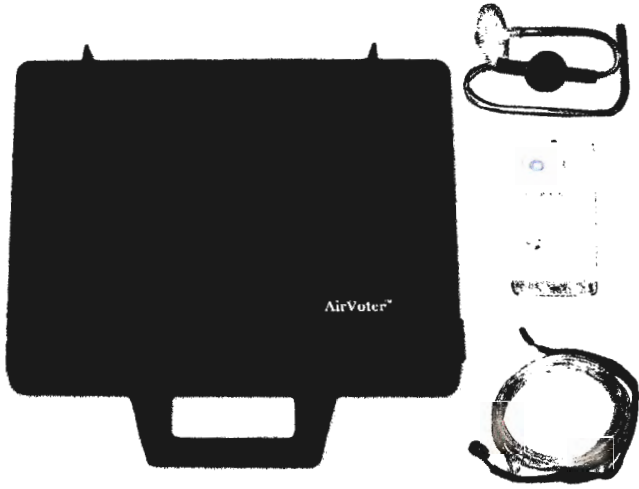
- ✔ Touch screen with colors and accessibility-enhancing effects, including voter-selected font size and contrast settings
- ✔ Interconnected navigational keypad buttons with both Braille and printed text labels designed to indicate function and a related shape to help the voter determine its use
- ✔ Port for a sip-and-puff device, foot pedal, or other two-way switch



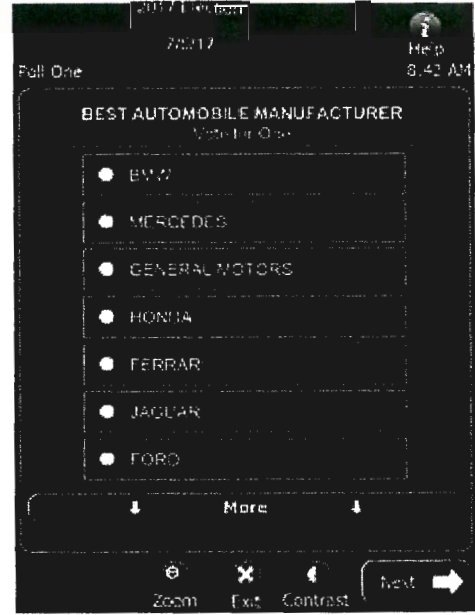
*Keypad with Shaped Buttons and Braille*

Enhancing the Boone County Election Process

- ✔ Audio voting session via text-to-speech or .wav files. Voters can privately listen to instructions and selections at a volume, tone, and speed that will meet their unique needs.
- ✔ High-visibility on-screen ballots with options for Zoom and Contrast



*Sip & Puff*



*High-Contrast Zoomed-In Text Option*

The ExpressVote uses electronic technology based on input from election officials and disability organizations. It integrates components such as a digital scanner, printer, touch screen, and a navigational audio-tactile keypad.

Key features of the ExpressVote include:

- ✔ Multiple ballot navigation and selection methods that can be used simultaneously at any time during the voting process.
- ✔ Audio presentation created by either real voice files or through the voice file generator in Electionware Toolbox. Voters privately listen to instructions and selections at their chosen volume and speed. The automated languages are easy to understand for audio-ballot users who tend to significantly increase their speed.
- ✔ Ballot and voter instruction/message presentation in the language selected by the voter both in audio and visual formats. Voting choices and instructions can be displayed in large text on a high contrast background on the touch screen display, as well as played by the audio system in the voter's preferred language.
- ✔ Allows voter to select a black privacy screen during an audio presentation.



*Paddle*



- ✔ Tempo and volume controls for adjusting audio ballot presentation.
- ✔ Pause/resume audio capabilities

Following is a quote from the website “Blind Bargains” after the author tested accessible voting devices from Hart Intercivic, Dominion Voting Systems, and Election Systems & Software posted at <https://www.blindbargains.com/bargains.php?m=15315>

*“With my faith in modern voting technology quickly running out, I moved to the last of the machines, The ExpressVote from Election Systems & Software...I walked up to the machine and inserted my paper ballot into the reader, which immediately caused speech feedback to begin. No intervention was necessary from the election workers.... Overall, I completed my 23-question ballot in about 5 minutes. Of the three systems tested, the ExpressVote is the only one I am comfortable recommending in its current form. Set-up was achieved independently by the voter, prompts were spoken efficiently, and a ballot could be completed using the fewest number of key presses.”*

3.2.4.3.5. Equipment should have an attached printer capable of printing the marked ballot generated by the voter.

**ES&S RESPONSE**

Yes. After the voter has finished making his or her selections, the ExpressVote prints a paper card summary of the voter’s selections for tabulation on the DS200. The internal ExpressVote printer is thermal and, therefore, requires no toner.

3.2.4.3.6. Equipment would preferably have a working relationship with Knowlnk's electronic check-in system, currently used in Boone County, but not required.

**ES&S RESPONSE**

Yes. ES&S, in collaboration with KNOWink, has configured a seamless integration between the Poll Pad product (with printer) and the ExpressVote. Poll workers simply print a receipt via the Poll Pad printer at the time a given voter is checked in, which is then scanned on the optional ExpressVote scanner to present the voter with their correct ballot style. This integration provides a foolproof way for poll workers to ensure that every voter receives the correct ballot style.

3.2.4.3.7. Equipment shall prohibit the loading or updating of firmware while the device is set for election or in election mode.

**ES&S RESPONSE**

Yes, the ExpressVote prohibits the loading and updating of firmware while the device is set for election or in election mode.



3.2.4.3.8. *Equipment shall have an optional stand or table defined, available and cost included in the response.*

#### ES&S RESPONSE

Yes. The ExpressVote has an optional table with a privacy screen. Please see the included **Pricing Response**.

3.2.4.3.9. *Equipment would preferably have a back-up battery source for all essential components (i.e touch screen and printer) that in the event of loss of AC power, it permits the device to continue normal operations for a minimum of two (2) consecutive hours.*

#### ES&S RESPONSE

If external power is lost, the ExpressVote seamlessly reverts to a backup battery that provides sufficient capacity to allow normal operation for at least four (4) hours. The internal battery backup has been thoroughly tested to meet and exceed the Voluntary Voting System Guidelines (VVSG) requirement of a minimum of two (2) hours of battery operation in case of power loss.

Additionally, the battery recharges anytime the unit is plugged in, whether the unit is powered up or not.

### 3.2.4.4. SOFTWARE REQUIREMENTS

3.2.4.4.1. *The Election Management System must be capable of coding, exporting, and importing to the proposed Electronic Vote Counting System Precinct Tabulators, Ballot Marking Devices, and Election Accumulating and Reporting computer and required software.*

#### ES&S RESPONSE

Yes, the Electionware Election Management System (EMS) *can code, export, and import* to the proposed Electronic Vote Counting System Precinct Tabulators, Ballot Marking Devices, and Election Accumulating and Reporting computer and required software.

Electionware PYO (Program Your Own) allows jurisdictions of all sizes to manage their elections through the software's interface that is easy-to-understand and use. This agile election management system is the result of our nearly 40 years of election software leadership.

Electionware can be used to:

- ✔ Create elections
- ✔ Design ballots
- ✔ Configure selected digital scanning and accessible equipment

Electionware is designed as five groups of modules that are set up based upon a jurisdiction's needs. Electionware is easy to master because its features and actions are logically organized based upon election workflow and an integrated database.

Electionware's design accommodates the latest in election trends, such as early voting, super polls, and electronic ballot image management.



Electionware's ability to use data from past elections, as well as built-in ballot templates, eliminates the need to re-enter data for each new election. These powerful capabilities enable the ability to create error-free elections in less time. Security levels are configurable at the levels of security required by the jurisdiction.

## KEY FEATURES

- ✔ Ease of use. Electionware is intuitive, easy-to-use software that streamlines workflow and removes repetition of tasks.
- ✔ Data security. Electionware incorporates the latest in election security, including heightened audit controls and change management processes that are built in to keep election data safe and secure.
- ✔ Compliant with the stringent voting system standards. Electionware is certified by the U.S. Election Assistance Commission (EAC) per its 2005 Voluntary Voting Systems Guidelines.

## BENEFITS

- ✔ Power. Manages thousands of ballot styles and precincts; incorporates many languages; manages and deploys multiple levels of security.
- ✔ Intelligence. Real-time election data queries and reports; workflow management and error alerts; enforced data accuracy; user customization; tracking of election media; live status indicators for incoming results.
- ✔ Productivity. Fast data import; re-use of election and ballot layout templates; simple translation and audio file management; multiple simultaneous users; ballot image filtering, viewing and printing.

## ELECTIONWARE GROUP STRUCTURE

Electionware enables ES&S and election administrators to create elections, design ballots, configure selected digital scanning and accessible equipment, and manage election results data. These tasks are managed through Electionware's five-part group structure. Each group includes 2-3 modules that handle specific tasks for setting up an election and transmitting its results.

### *DEFINE*

The Define group enables the user to create the election and import data such as precincts, contests, candidates, parties, languages (including audio), and other essential components.

### *DESIGN*

The Design group is for designing ballot and audio elements for paper and accessible ballot types.

### *DELIVER*

The Deliver group allows the user to configure parameters and security settings and create election media for digital scan and accessible equipment, including the ExpressVote Universal Voting System and the DS200 precinct scanner and tabulator.

### *RESULTS*

Using the Results group, you can load election results data, filter and export poll place and ballot records, and generate different types of reports.

### *MANAGE*

The Manage group enables an administrator to add and edit users and jurisdictions, and to specify the strength of security codes.

## *ELECTION RESULTS REPORTING*

The Electionware suite's election results reporting program can generate paper and electronic reports for election officials, candidates, and the media. Reporting features enable the user to read data from the tabulators, customize report formats, and accumulate accurate election results.

**3.2.4.4.2. The Election Management System must be efficient and functional in designing, formatting elections and ballots for said election.**

### **ES&S RESPONSE**

Electionware, the ES&S Election Management System, provides a great deal of automation to make programming of elections and loading of ballot information into individual voting units easy. Electionware is the software product used to enter/input the election definition, create the set of required ballot styles based on voting locations, districts and contests, create the artwork that will be used to print the ballots, format the tabulator data for units in each polling place and configure the removable media for each voting unit at each polling place.

Electionware contains powerful capabilities that enable election administrators to create error-free elections in less time, whether the election is newly defined or uses previously defined formats. Its ability to easily import election information from a voter registration system, ability to use the same election data throughout the election creation process, its step-by-step format with multiple user and consistency checks, and built-in ballot templates ensure a smooth setup for the very first election built with the system.

Electionware is designed as five groups of modules that are set up based upon your needs. Electionware is easy to master because its features and actions are logically organized based upon election workflow and an integrated database. Electionware features an easy-to-understand interface to enable users to independently program media and create, design, and produce ballots. Detailed help files and integrated alerts also aid users throughout the election definition process.

### **Step 1: Define the Election**

Electionware allows for the import of all election elements such as precincts, districts, parties, contests, candidates, number of registered voters by precinct and polling locations. It also can import language translations. Data can also be entered manually.

### *Interface with MCVR*

Our solution features robust import and export capabilities that would facilitate the exchange of data between Missouri's voter registration system (MCVR) and our EMS. We have worked with multiple customers to integrate with statewide systems and have considerable experience in this area.

Once data is entered, it can be proofed in Electionware's Table View. This offers a customized table that may be exported to Excel or as a Comma-Separated File (CSV).

## Step 2: Design the Ballot and Audio

Electionware's Paper Ballot converts the information configured in the jurisdiction's election database into finished ballot layouts. At any time during the ballot creation process, users may save the ballot layout and use it as a ballot template for future elections. This ensures standard ballot layouts from one election to the next.

In addition, Electionware's Paper Ballot module provides a Best Practices ballot template, which incorporates guidelines from the EAC, as one ballot layout option.

For subsequent elections, the system's ability to use data from past elections and custom ballot templates eliminates the need to re-enter data or re-create templates.

Election templates can be used to create new elections with a saved set of election data (parties, precincts, districts, contests, candidates, audio files, etc.), reducing the time and work of creating a new election all over again. As multiple templates can be created, this feature can be used to create extensive lists of all potential subdivisions and offices, as well as more-specialized lists that may be relevant to smaller elections.

The software provides the ability to create, copy, edit, and delete previously-defined elections and ballot templates. Election preferences and user preferences can be saved. Previously defined ballot layouts can be saved at any time during the ballot layout process. Templates saved to a file may be applied to any other election. Additionally, multiple layouts for each election may be saved in the Electionware database.

Throughout the process, Electionware constantly checks for consistency. Electionware has built-in checks that notify the user of effects their current action will have. It will even prevent multiple users from performing actions that may contradict one another.

## Step 3: Deliver

Electionware's Deliver group is used to configure equipment options and package election data in preparation for the election. The same election database used to create ballots is used to configure the equipment, reducing data entry and ensuring consistency throughout.

Once the equipment configurations have been set up, the election definition is burned to a USB flash drive, one for each tabulator and ExpressVote.

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### 3.2.4.4.3. *The Election Management System must be secured and have detailed access controls.*

#### **ES&S RESPONSE**

The Electionware election management system (EMS) incorporates the very latest in election security, including heightened audit controls and change-management processes that are built in to make sure your election data is safe and secure.

System and election administrators use the access control and role assignment features of the Microsoft Windows operating system, Windows User Account Management system, and the NTFS file system to assign roles and restrict access for programs installed on the Election Management System PC and prevent external access to system files.

To access Electionware, users must first authenticate to Microsoft Windows via access controls and then to the software via entry of a strong password. Electionware requires users to enter a valid username and password prior to gaining access to the application. Strong password methodology is used that requires the

password to be at least 8 characters long and include at least one number, one uppercase letter, one lowercase letter, and no spaces. The administrator can set the password expiration policy for the user. The username and passwords are stored in the system as MD5 hashes, making them unreadable.

Users are assigned to user groups with role-based access to Electionware on the Microsoft Windows PC. Each user must be assigned to a specific group that controls access to functionality. Depending on a user's access rights, Electionware limits selections. Unavailable selections do not appear in the application interface.

Specific users would be assigned to an authorization level. The system has configurable user/roles/task subsystems that then allows customers to tailor exactly what functions they wish to enable for any of the three security levels – operator, supervisor or administrator. Assignment of users to security levels, and what functions are available for each level, are completely configurable.

The following roles are created during PC setup and configuration:

- ✔ The ElectAdmin (Election Administrator) role accesses all the administration features for the election.
- ✔ The ElectDefine role can define the election and prepare the media used to load the election definition onto voting/tabulating equipment.
- ✔ The ElectResult role can process the incoming results media/information and create results reports.

The following Electionware user roles can be assigned at any time using Electionware user rights management tools:

- ✔ An Administrator has access to all functionality in Electionware.
- ✔ A User has access to most of the functionality in Electionware except the Manage module. This limited access will not allow an individual with User level access to print the audit log.
- ✔ A Ballot Producer has limited access and can only print ballot-on-demand ballots in Electionware.
- ✔ A Media Creator has limited access and can only create media in Electionware.

Furthermore, the EMS database server accesses data through a password-protected service account, protecting all Electionware database files from direct access. The database data directory is only accessible by the operating system administrator group and not by the regular user role. The data is accessed by the database server through a service account, thereby protecting the data files from being directly accessed.

Every user action is logged, and all database tables have a “modified by” and “timestamp” column containing the user account that modified the record and when it was modified. All the tables have journal tables that capture the history of changes made to the contents of the tables.

Electionware saves a record of all user actions with a username to the system audit log. The Electionware administrator role user accounts have access to the audit logs and can view/print the audit log report. The audit log report can be exported to different formats like PDF, RTF, HTML, XLS and CSV. The audit events can be filtered by date and time range, event types and sorted in ascending or descending order.

### 3.2.4.5. OPERATING SYSTEM COMPATIBILITY

*3.2.4.5.1. Equipment's software would preferably operate in a Windows environment on Windows 10 or newer. Contractor shall support any future Windows versions, if applicable.*

#### ES&S RESPONSE

The ES&S system currently certified in the state of Missouri, EVS 6.0.2.0, uses Windows 7. However, as noted previously, ES&S is constantly updating its systems to integrate newer technology. A Windows 10 release is currently under development.

*3.2.4.5.2. Contractor shall supply detailed procedures or processes outlining actions if/when the current operating system of the provided equipment becomes obsolete.*

#### ES&S RESPONSE

As part of the COTS management process, ES&S is constantly reviewing and evaluating hardware and software lifecycles resulting in newer versions being added to future releases.

Current EVS releases are being developed that included the most recent operating systems and COTS items. ES&S provides general support for the third-party COTS software that is certified for each EVS release. However, all rights and obligations, including any applicable warranties with respect to such third-party COTS software flow from and to the third-party developers and/or manufacturers.

As new EVS versions become certified in Missouri, ES&S Technical Services has service offerings available to assist Boone County with the upgrade process to ensure the systems are built to the certified and hardened configuration.

### 3.2.5. TRAINING

*3.2.5.1. The Contractor shall supply detailed instructions and instructional materials written in conjunction with the Boone County Clerk staff specifically for Boone County Clerk staff, election judges, and Election Day support staff on all aspects of the hardware and software, including but not limited to on-site hands-on training in:*

- a) Absentee voting*
- b) Setup and operation of all system components;*
- c) Election creation and ballot creation;*
- d) Troubleshooting procedures, both in the office and in the field;*
- e) Demonstrating the system at the polling locations.*

#### ES&S RESPONSE

ES&S agrees and will comply. ES&S provides training materials for each course. These manuals include the necessary information to run a successful election. Although the specific materials vary by course, they generally include basic information on the product, and cover pre-Election Day tasks, Election Day tasks, and troubleshooting.

## THE ES&S APPROACH TO ON-SITE TRAINING

Election Systems & Software understands that a successful transition to new election technology depends on more than executing a logistics plan. A key element to success is ensuring that you are empowered with the knowledge to administer the new system and carry out a trouble-free election. To make this transition successful, we emphasize training as a critical component of our overall implementation plan. Our training goal is to ensure a strong level of comfort and competency for your election staff and workers. ES&S is committed to maintaining our flexible approach in tailoring the right mix of products, training, support and service to your jurisdiction.

## TRAINING THE ES&S WAY

The ES&S curriculum is based on our decades of experience in implementing new voting systems. Our customized approach to training your election team anticipates the wide-range of skills needed to carry out a successful election. Our courses are tailored to specific audiences and incorporate a high degree of hands-on instruction and simulations, increasing the relevancy of every minute your election workers spend in the classroom.

## ES&S TRAINERS: EXPERIENCE THAT MATTERS

ES&S has carefully selected our training staff to provide the very best training experience for you and your election workers. We require all our personnel to be certified ES&S trainers, beginning with at least two years of experience as an instructor and continuing with customized product certification. Additionally, each of our training staff members has personally supported elections using ES&S voting equipment. Our trainers have first-hand knowledge of the challenges your election workers could face with their new equipment. We can anticipate your staff's concerns and appreciate the challenges of using a new voting system.

## ES&S' TRAINING PLAN

Introducing new technology presents unique challenges. Training is ES&S' primary concern in implementing a new voting system. ES&S measures the success of new equipment installations by the quantifiable way in which our clients can manage their unique election processes while using ES&S' systems. Our comprehensive, classroom-based training program promotes a strong level of competency for all intended users through training modules developed to provide your election team with the skills to perform necessary operations.

## ES&S CONTINUING EDUCATION & SUPPORT

The ES&S method aims at fully preparing election staff to ensure your autonomy in election operations while using our equipment. We understand your long-term needs may require a combination of continuing education courses and/or on-site support. These continuing education and site support needs from our experienced training team can be coordinated and tailored to meet your unique Election Commission requirements.

3.2.6.1.

with the offeror's specifications and descriptions of the same contained in the proposal and contract documents, (2) will be free from programming errors, and (3) will be free of defects in workmanship and material. During this warranty period, Contractor must promptly without additional charge repair or replace any component which fails during the applicable warranty period because of a defect in workmanship or material. Equipment will be warranted on-site. If at any time during the five year period Contractor or the County shall discover one or more defects or errors in any software or any other respect in which the software fails to conform to the provisions of any warranty, Contractor shall, entirely at its own expense, promptly correct such defect, error or non-conformity by, among other things, supplying the County with such corrective codes and making such additions, modifications, or adjustments to the package as may be necessary to keep the software in operating order in conformity with the warranties. Contractor shall also assign to the County any manufacturer's warranty. The Contractor shall provide a detailed description of all maintenance activities; supply channels and parts depots; listing of all repair parts including prices available for purchase, typical daily or monthly support activities; and the principal period of maintenance. The above must be supported with an organizational chart of the Contractor's headquarters support operation, the proposed support organization for this project including names, titles and experience levels for key personnel, and the escalation procedures for reporting problems.

### ES&S RESPONSE

ES&S acknowledges this provision and agrees to provide a two (2) year warranty on its proprietary equipment and software to begin upon final acceptance of the system. Such warranty provides that ES&S will repair or replace any component of the ES&S' proprietary equipment or software which, while under normal use and service: (i) fails to perform in accordance with its documentation in all material respects, or (ii) is defective in material or workmanship. The warranty does not include the repair or replacement of any ES&S equipment components that are consumed in the normal course of operating the equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S equipment or software shall be warranted only for the unexpired term of the warranty period. ES&S' warranty is effective provided that (I) the ES&S equipment or ES&S software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (II) the ES&S equipment or software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or County and (IV) County has installed and is using the most recent update, provided to it by ES&S.

Further, ES&S warrants that the ES&S equipment and ES&S software will operate in conjunction with third party products provided by ES&S during the warranty period, provided that (i) the County has installed and is using the most recent update, provided to it by ES&S, and (ii) the third-party products are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of ES&S equipment or ES&S software that is causing such breach to occur. Please note that ES&S has merely purchased the third-party products for resale to the County, and that the proprietary and intellectual property rights to the third-party products are owned by parties other than ES&S. Except for the payment to ES&S for the third-party products, all the County's rights and obligations with respect to the third-party products, including any warranties, flow to and from the third-party manufacturer. ES&S will pass through to the County all third party warranties.

In addition, and during the warranty period, ES&S shall provide the County with new releases, upgrades or maintenance patches to the software and firmware, together with appropriate documentation (“Updates”), on a schedule defined by ES&S as well as provide help desk hardware, software and firmware support. The specific details regarding ES&S’ warranty is set forth in ES&S’ Standard Agreement.

Upon the expiration of the warranty, ES&S’ software and firmware license model provides for an annually renewable software license, maintenance and support agreement which the County will need to renew annually to maintain a license to use the voting system software and firmware. In addition to maintaining the right to use the voting system software and firmware, the annual software license, maintenance and support agreement continues to provide the County and/or its jurisdictions with updates as well as access to ES&S’ help desk.

In addition, ES&S offers hardware maintenance and support services upon the expiration of the warranty period. The hardware maintenance and support provide a customizable solution for both preventative maintenance services and repair services for the voting system units purchased by the County. The details regarding ES&S post warranty hardware maintenance and software license, maintenance and support services are set forth in ES&S’ Standard Agreement in **Appendix F**.

ES&S’ hardware and software license, maintenance and support is provided both during the warranty period and thereafter so long as the state maintains a hardware and software license, maintenance and support agreement with ES&S. ES&S’ hardware and software license, maintenance and support provides that ES&S will continue to license its proprietary software to the County, as well as repair or replace any of our proprietary software and hardware that is defective in material or workmanship, or otherwise fails to perform substantially in accordance with our documentation. Please see the above response for additional details.

All parts for repairs are included in the two-year warranty and ongoing hardware maintenance agreement. Please see the included **Pricing Response**.

The ES&S Help Desk offers multiple support channels to assist customers with issues and concerns ranging from simple “how-to” questions to complex functional inquiries. Customers who purchase and maintain ES&S hardware maintenance and software license support services through ES&S agreements automatically receive on-call telephone support.

Your call to the Help Desk during our hours of operation will immediately be answered by an expert hardware or software technician who will answer your questions and/or begin resolution of your issue. ES&S uses remote support tools like WebEx to provide over-the-shoulder assistance when needed. We track all questions or concerns and their resolution in our ticket database and knowledge base to provide continuity of service.

## *ISSUE RESOLUTION*

During Election Day activities, our Help Desk is ready to help on its extended-hour schedule (for a 24-hour period beginning at 4 a.m. Central) to meet the various poll open and closing times for our customers across the United States. During any General Election, ES&S augments our technical support team to further ensure that your issue will receive an immediate response when you contact the Help Desk.

During non-election periods, the Help Desk can be reached on weekdays between 7 a.m. to 7 p.m. Central Time. After hours, a representative will return your call as soon as possible, but no later than the next business day.



When a planned system maintenance event is scheduled on evenings, weekends, or holidays, ES&S recommends that the County notify their account manager, who can inform the Help Desk to expect potential service calls, ensuring the most rapid response possible.

**TOLL-FREE PHONE SUPPORT**

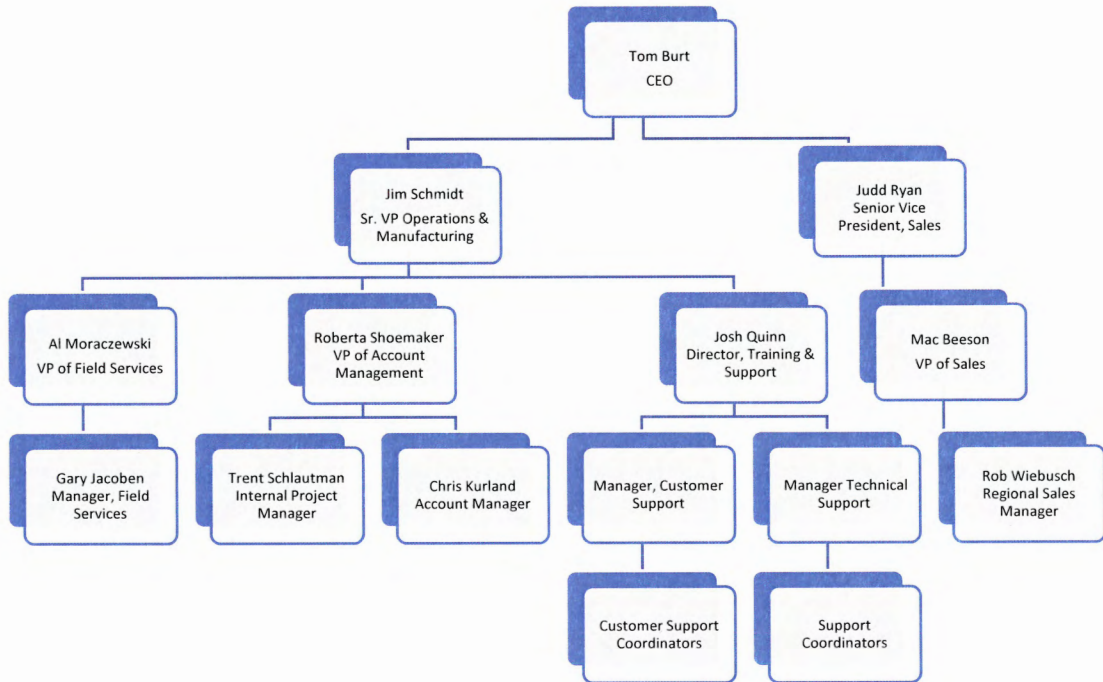
Our dedicated toll-free customer support telephone number is 877-ESS-VOTE (877-377-8683). The support line is open 24 hours a day, 7 days a week. Help Desk hardware and software technicians will immediately respond to your call during our business hours from 7 a.m. to 7 p.m. (Central Time), Monday through Friday. After hours or during weekend/holidays, the County can leave a message 24/7 and a representative will return your call as soon as possible, but no later than the next business day.

If time is of the essence, your account manager and regional sales manager are on call 24 x 7 x 365 and may be contacted on their mobile phones. These on-call individuals will provide the County with redundant sources to help you resolve any issue you may have during after-hours, weekends, and holidays.

**EMAIL SUPPORT**

Customers can communicate directly with specialized ES&S support and technical representatives.

Please see the below chart for the company’s organization for support operations.



Please see **Appendix G** section for the proposed project team including names, titles and experience levels. The **Project Management Narrative in Appendix A** includes the escalation procedure for reporting problems.

**3.2.6.2. The Contractor warrants that Boone County shall acquire good and clear title to the equipment being purchased. All equipment provided by the Contractor must be newly manufactured, not reconditioned or**

*refurbished in any way. Equipment and software must be of fully-released versions and models. All must be in production by their respective manufacturers during the time of the proposal and warranty period. Hardware and software must not include any components that are conceptual, in-design, in pre-production testing, or in "beta" testing. The Contractor must provide all necessary equipment, peripherals and accessories, hardware connector cables, cabling, operating system software, software applications, training, and technical support that provides for fully functioning voting systems. Furthermore, Contractor must disclose the country of origin of all system components and provide adequate proof to the County that sufficient auditing of these components has taken place*

**ES&S RESPONSE**

ES&S acknowledges and agrees that Boone County shall acquire good and clear title to the equipment being purchased and all equipment shall be new, free from defects and perform to the required levels; all in accordance with the terms and conditions of the contract as mutually agreed upon by the parties. In addition, ES&S shall provide equipment and software which does not include any components that are conceptual, in design, in pre-production testing, or in "beta" testing. Further, ES&S will provide all necessary equipment, peripherals and accessories, hardware connector cables, cabling, operating system software, software applications, training, and technical support that provides for fully functioning voting system as set forth in our proposal response.

ES&S is the manufacturer of all the vote tabulation system hardware, software, and firmware in this bid. Below are the locations of manufacture for each system component. Final configuration and quality control checks are done in the United States.

DS450 - Assembled in Germany

ExpressVote - Assembled in Philippines

DS200 - Assembled in Philippines

ES&S has distinct and separate development and quality assurance departments. At different phases during the Agile development process, developers will provide a build that will be subjected to thorough testing by the QA department.

As an integral part of our certification testing process, ES&S has a dedicated team of quality assurance specialists whose primary responsibility is to conduct stress, volume, and regression testing for all hardware and software components of the system that will be certified by the VSTL, EAC, and the county certification bodies.

The rigorous testing methodology allows us to completely test each new release from end-to-end before it is reviewed by the federal testing authorities. The testing plans are built to thoroughly stress each component to validate that the entire system meets or exceeds the VVSG requirements mandated by the EAC.

By the time a certified release is approved by the federal and the county authorities, you can be assured that the production hardware and software components of the system will work exactly as advertised.



**3.2.6.3. Contractor shall maintain system so that it functions properly in the warranty and post warranty periods for the full duration of the maintenance contract.**

#### ES&S RESPONSE

ES&S acknowledges and agrees that it shall maintain the system so that it functions in accordance with its documentation as well as in accordance with the term of the warranty and post warranty periods for the full duration of the maintenance contract.

### 3.2.7. SUPPORT

**3.2.7.1. Offeror's support personnel will provide timely response to questions and resolution to problems at all times.**

#### ES&S RESPONSE

Both during the warranty period and so long as the County maintains a hardware and software maintenance and support agreement with ES&S, the client will have access to the ES&S Help Desk. The ES&S Help Desk is available to respond in a timely manner to any questions or issues which may arise with the use of ES&S' proprietary hardware or software. If time is of the essence, your account manager and regional sales manager are on call 24 x 7 x 365 and may be contacted on their mobile phones. These on-call individuals will provide Boone County with redundant sources to help you resolve any issue you may have during after-hours, weekends, and holidays.

#### HELP DESK

The ES&S **Help Desk** offers multiple support channels to assist customers with issues and concerns ranging from simple "how-to" questions to complex functional inquiries. Customers who purchase and maintain ES&S hardware maintenance and software license support services through ES&S agreements automatically receive on-call telephone support.

Your call to the **Help Desk** during our hours of operation will immediately be answered by an expert hardware or software technician who will answer your questions and/or begin resolution of your issue. ES&S uses remote support tools like WebEx to provide over-the-shoulder assistance when needed. We track all questions or concerns and their resolution in our ticket database and knowledge base to provide continuity of service.

#### ISSUE RESOLUTION

- ✓ During Election Day activities, our **Help Desk** is ready to help on its extended-hour schedule (for a 24-hour period beginning at 4 a.m. Central) to meet the various poll open and closing times for our customers across the United States. During any General Election, ES&S augments our technical support team to further ensure that your issue will receive an immediate response when you contact the Help Desk.
- ✓ During non-election periods, the **Help Desk** can be reached on weekdays between 7 a.m. to 7 p.m. Central Time. After hours, a representative will return your call as soon as possible, but no later than the next business day.

When a planned system maintenance event is scheduled on evenings, weekends, or holidays, ES&S recommends that the County notify their account manager, who can inform the **Help Desk** to expect potential service calls, ensuring the most rapid response possible.

**TOLL-FREE PHONE SUPPORT**

Our dedicated toll-free customer support telephone number is 877-ESS-VOTE (877-377-8683). The support line is open 24 hours a day, 7 days a week. **Help Desk** hardware and software technicians will immediately respond to your call during our business hours from 7 a.m. to 7 p.m. (Central Time), Monday through Friday. After hours or during weekend/holidays, the County can leave a message 24/7 and a representative will return your call as soon as possible, but no later than the next business day.

**EMAIL SUPPORT**

Customers can communicate directly with specialized ES&S support and technical representatives.

**ES&S CUSTOMER PORTAL**

The County will receive login credentials to the ES&S customer portal. The portal contains copies of all user product documentation, including administrator and operator manuals and product advisories. In addition, the portal provides access to request forms and a link to the ES&S supply store website.

**3.2.8. MODIFICATIONS AND UPGRADES**

*3.2.8.1. The Contractor shall provide at no additional charge to the County for the life of the maintenance contract:*

- a. All software modifications and upgrades that are necessary to comply with changes to local, State, and Federal election laws or Voluntary Voting System Guidelines issued by the United States Election Assistance Commission; and*
- b. All hardware and software modifications necessary to correct defects in the system.*

**ES&S RESPONSE**

So long as the County subscribes to and maintains a software license, maintenance and support services agreement with ES&S, ES&S will provide the County with all software modifications and upgrades required by State, and Federal election laws or Voluntary Voting System Guidelines issued by the United States Election Assistance Commission. The County shall be responsible for the cost of any software modifications or upgrades which are a result of a change in local law as these are specific to the County and ES&S is unable to provide these modifications or upgrades to its overall customer base.

In addition and so long as the County subscribes to and maintains a hardware maintenance and a software license, maintenance and support services agreement with ES&S, ES&S will provide all hardware and software repairs or replacements necessary to correct any defects in ES&S' system in accordance with the warranty and post warranty hardware and software license, maintenance and support terms as set forth in ES&S' Standard Agreement; all of which shall be mutually agreed upon by the parties.



### 3.2.9. DISPOSAL

3.2.9.1. The Contractor is required to dispose of any existing voting machines and essential peripherals (i.e. audio headsets, controls, and printers) in the Counties' possession that are unable to be salvaged for a significant amount of value. That determination will be made on a case-by-case basis depending on the condition of the equipment being evaluated. Disposal will be regulated by EPA standards, and must comply with those said standards. This will include the provision of a certification of disposal from that agency.

#### ES&S RESPONSE

ES&S agrees and will comply. Please see the included **Pricing Response**.

### 3.2.10. TRADE-IN ALLOWANCE

3.2.10.1. The County has one (1) central tabulation machine, and approximately 108 optical scan voting machines and 108 DREs. The Contractor will be required to offer a value for those machines, which will be outlined in Exhibit One. This value is expected to be within 10% of the final value for these machines (no more than 10% above or below the final value). The final value will be assessed at the time of trade-in.

#### ES&S RESPONSE

ES&S agrees and will comply. Please see the included **Pricing Response**.

### 3.2.11. DELIVERY AND INSTALLATION SCHEDULE

3.2.11.1. Firm delivery and installation schedules are essential in the performance of the contract to be awarded hereunder. Offerors shall set forth in their proposal the number of days in which delivery and installation will be fully complete in strict accordance with the specifications on the Response/Pricing Page. A timely delivery schedule with an installation and training schedule shall be stated on the Response Page. Note: Contractor shall not ship or install equipment without a properly executed purchase order.

#### ES&S RESPONSE

ES&S agrees and will comply. The Response/Pricing Page includes the number of days for delivery and installation. Please see **Appendix A – Project Management Narrative and Implementation Timeline** for a delivery schedule with installation and training.

## SECTION 4 – CONTRACT TERMS AND CONDITIONS

4.3. The successful Offeror shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed

*agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.*

#### **ES&S RESPONSE**

ES&S understands this provision and respectfully requests that, in the event ES&S is the successful proposer, the County consider using ES&S' Standard Sales Order Agreement, a copy of which is attached hereto ("ES&S' Standard Agreement"). It has been designed specifically for the provision of election products and services to a customer and ES&S believes that it includes the terms and conditions appropriate for the purchase of a voting system. The content of this RFP and all provisions of the successful proposal deemed pertinent by the parties may be easily incorporated into ES&S' Standard Agreement. In the event the County requires its form of Agreement be used in the event ES&S is the successful proposer, ES&S requests that certain of its terms and conditions, including ES&S' license, warranty, limitation of liability and post warranty license, maintenance and support provisions, be included in the final Agreement as may be mutually agreed upon by the parties.

*4.4. Provisions for Termination: The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.*

*4.4.1. Due to a material breach of any term or condition of this agreement.*

*4.4.2. If in the opinion of Boone County, deliveries of products/ services are delayed or products/ services delivered are not in conformity with the contract documents.*

*4.4.3. If appropriations are not made available and budgeted for in any calendar year.*

*4.4.4. Boone County 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 County.*

#### **ES&S RESPONSE**

ES&S understands this provision and requests that in the event of a breach of the Agreement by ES&S, ES&S be provided written notice of such breach and a thirty (30) day period in which to cure any such breach of the Agreement. In the event a thirty (30) day cure period would have a material detrimental impact on the County's ability to define and conduct elections or to tabulate or report election results in a satisfactory or timely manner, the parties mutually agree upon a shorter cure period which, if not met, would then enable the County to invoke the remedies set forth in the Agreement.

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



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

### **ES&S RESPONSE**

ES&S generally agrees to the indemnification requirements set forth in this section, to the extent that indemnification is required against claims or lawsuits due to the negligent or willful acts, errors or omissions of ES&S, its agents, employees, officers, directors, shareholders or subcontractors. ES&S shall have control over the defense of such claims and lawsuits, subject to the County's rights to participation and approval. ES&S anticipates that the County will remain responsible for any losses or damages caused by the negligent or willful acts, errors or omissions of itself, its agents, employees, officers, directors, subcontractors or other persons under its control. ES&S' standard policy is that our total liability to a customer is limited to the total amount to be paid by the customer under the contract. Neither party should likewise be liable to the other for any indirect, incidental, punitive, special, exemplary or consequential damages arising out of or relating to the contract. ES&S has included its standard limitation of liability provision in its Standard Agreement for the County's review.





6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: Election Systems & Software, LLC

Address: 11208 John Galt Blvd.  
Omaha, NE 68137

Telephone: (800) 247-8683 Facsimile: (402) 970-1276

E-Mail Address: djablonski@essvote.com

Federal Tax ID (or Social Security #): 47-0617567

Print Name: Richard J. Jablonski Title: Vice President, Finance

Signature: *Richard J. Jablonski* Date: March 28, 2019

6.1. Pricing

**Pricing** – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, set-up, testing, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of renewal equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

Any list of equipment is provided for informational purpose. Offeror shall bid one of the identified, acceptable models within or bid an approved equal. Determination of equality is solely Boone County’s responsibility.

Please attach itemized pricing with brand and model numbers.



|         |  | Unit Cost  | Qty.  | Extended Total        |
|---------|--|--|---|-----------------------|
| 6.1.1.  | <b>Equipment: Central Tabulating Machine</b><br>Model DS450 Hardware Version 1.0 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Two (2) 8GB Thumb Drives, and Annual License Fee)                                      | \$49,950.00                                      | 1   | \$49,950.00           |
| 6.1.2.  | <b>Equipment: Electronic Vote Counting System Precinct Tabulators with required Peripherals and related software</b><br>Model DS200 Hardware Version 1.3 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and 4GB Jump Drive)                          | \$5,750.00                                       | 100   | \$575,000.00          |
|         | <b>4GB Jump Drive (Additional)</b>   | \$105.00   | 10  | \$1,050.00            |
| 6.1.3.  | <b>Equipment: Ballot Marking Devices (BMD) for the Electronic Vote Counting System with required peripherals and related software</b><br>ExpressVote BMD Terminal Hardware Version 1.0 (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, 4GB Flash Drive and Power Supply with AC Cord) | \$3,325.00                                       | 100   | \$332,500.00          |
|         | <b>ExpressVote Soft-Sided Case</b>   | \$175.00   | 100   | \$17,500.00           |
| 6.1.4.  | <b>Battery Backup Source outlined in section 3.2.4.2.2.</b>  | Included   | <b>Battery Backup for All Above Equipment</b> | Included              |
| 6.1.5.  | <b>Programming and Results Software outlined in section 3.2.4.4.</b>   | \$17,400.00                                      | 1   | \$17,400.00           |
| 6.1.6.  | <b>Election Accumulating and Reporting Computer(s) outlined in section 3.2.4.1.7.</b>  | \$3,960.00                                       | 1   | \$3,960.00            |
| 6.1.7.  | <b>Delivery of all equipment (6.1.1. through 6.1.6.)</b>   |  |   | \$1,800.00            |
| 6.1.8.  | <b>Installation of all equipment (6.1.1 through 6.1.6.)</b>  |  |   | \$23,925.00           |
| 6.1.9.  | <b>Training</b>  |  |   | Included              |
| 6.1.10. | <b>In-Person Support outlined in section 3.2.4.1.12.</b>   |  |   | Included              |
| 6.1.11  | <b>Equipment Maintenance Agreement (per year starting year 3 - two years was included in initial term)</b>   | <b>Per Year (After Required 2 Year Warranty)</b> |   | \$59,870.00           |
| 6.1.12  | <b>Disposal Fee of existing equipment</b>  |  |   | \$7,500.00            |
| 6.1.13  | <b>Trade-In Allowance</b>  |  |   | <b>(\$250,750.00)</b> |
| 6.1.14  | <b>Grand Total: (Does not include post-warranty maintenance for years 3-6)</b>   |  |   | \$779,835.00          |

**6.1.15. Maintenance (County would have option to renew maintenance each year by written notice):**

|   |             |
|---|-------------|
| a. Year 3   | \$59,870.00 |
| b. Year 4   | \$59,870.00 |
| c. Year 5   | \$59,870.00 |
| d. Maximum percentage increase or decrease for any one-year renewal period beyond Year 5: | 5.00%       |



**Boone County, Missouri**  
**Purchase Proposal Quote**  
 Submitted by Election Systems & Software

Purchase Solution Includes:

| <u>Quantity</u>                                      | <u>Item Description</u>  | <u>Unit Price</u> | <u>Extended Price</u> |
|--|--|-------------------|-----------------------|
| <b>Tabulation Hardware</b>                           |  |                   |                       |
| <b>Model DS450 High Speed Digital Image Scanner:</b> |  |                   |                       |
| 1  | Model DS450 Hardware Version 1.0 (Includes Scanner, Steel Table/Car, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Two (2) 8GB Thumb Drives, and Annual License Fee)           | \$49,950.00       | \$49,950.00           |
| <b>Model DS200 Precinct Scanner:</b>                 |  |                   |                       |
| 100  | Model DS200 Hardware Version 1.3 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and 4GB Jump Drive)  | \$5,750.00        | \$575,000.00          |
| 10   | 4GB Jump Drive (Additional)  | \$105.00          | \$1,050.00            |
| <b>ExpressVote Ballot Marking Device:</b>            |  |                   |                       |
| 100  | ExpressVote BMD Terminal Hardware Version 1.0 (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, 4GB Flash Drive and Power Supply with AC Cord)  | \$3,325.00        | \$332,500.00          |
| 100  | ExpressVote Soft-Sided Case  | \$175.00          | \$17,500.00           |
| <b>Software</b>                                      |  |                   |                       |
| 1  | ElectionWare Software - PYO Standard (Base Package with English Language Synthesized Voice Files)  | \$17,400.00       | \$17,400.00           |
| <b>Third Party Products</b>                          |  |                   |                       |
| 1  | EMS 3rd Party Hardware - One (1) Workstation with Printer and Pre-Installed EMS Software   | \$3,960.00        | \$3,960.00            |
| <b>Election Services</b>                             |  |                   |                       |
| X  | Delivery of Equipment and Software   |                   | \$1,800.00            |
| X  | Installation of Equipment and Software   |                   | \$23,925.00           |
| 18   | Implementation Service Days  |                   | Included              |
| X  | Project Management   |                   |                       |
| X  | Equipment Operations Training  |                   |                       |
| X  | Software Training  |                   |                       |
| 1  | Election On-Site Support (One Event includes a person on-site the day before, day of, and day after election)  |                   | Included              |
| X  | <b>2 Year Hardware and Software Warranty</b>   |                   | Included              |
| X  | Disposal Fee for Existing Equipment  |                   | \$7,500.00            |
| X  | <b>Trade-In Allowance</b><br>Equipment Being Traded-In by Customer Includes:<br>108-Model 100 Scanner<br>108-Model 100 Ballot Box<br>1-Model 650 Scanner - Infra Red<br>108-iVotronic Terminal (Voter, ADA, and/or Supervisor) |                   | <b>(\$250,750.00)</b> |
| <b>GRAND TOTAL</b>                                   |  |                   | <b>\$779,835.00</b>   |

**Annual Post-Warranty License and Maintenance and Support Fees**  
 (Fees are Based Upon a 4-Year Customer Commitment to Subscribe to the Following Services)

|  |   |  |                    |
|--|---|--|--------------------|
| <b>Annual Post-Warranty Hardware Maintenance and Support Fees:</b>             |   |  |                    |
| 100  | HMA DS200 - Silver Coverage (Maintenance Once Every 24-Months)                                    |  | \$14,750.00        |
| 1  | HMA DS450 - Silver Coverage (Maintenance Once Every 24-Months)                                    |  | \$1,895.00         |
| 100  | HMA ExpressVote BMD - Silver Coverage (Maintenance Once Every 24-Months)                          |  | \$9,750.00         |
| <b>Annual Post-Warranty Firmware License and Maintenance and Support Fees:</b> |   |  |                    |
| 100  | Firmware License - DS200  |  | \$8,000.00         |
| 1  | Firmware License - DS450  |  | \$1,575.00         |
| 100  | Firmware License - ExpressVote  |  | \$6,500.00         |
| <b>Annual Post-Warranty Software License and Maintenance and Support Fees:</b> |   |  |                    |
| 1  | ElectionWare Software - PYO Standard (Base Package with English Language Synthesized Voice Files) |  | \$17,400.00        |
| <b>Total Annual Post-Warranty License and Maintenance and Support Fees</b>     |   |  | <b>\$59,870.00</b> |



Boone County, Missouri  
**Purchase Proposal Quote**  
 Submitted by Election Systems & Software

Purchase Solution Includes:

| <u>Quantity</u>   | <u>Item Description</u>                           | <u>Unit Price</u> | <u>Extended Price</u> |
|---|---|-------------------|-----------------------|
| <b>Optional Hardware</b>  |   |                   |                       |
| 1   | DS200 Tote Bin                                    |                   | \$225.00 Per Unit     |
| 1   | Additional 4GB Jump Drive                         |                   | \$105.00 Per Unit     |
| 1   | ExpressVote Tabletop Barcode Scanner              |                   | \$685.00 Per Unit     |
| 1   | ExpressVote Privacy Canopy                        |                   | \$39.95 Per Unit      |
| 1   | ExpressVote Single Unit Table with Privacy Screen |                   | \$430.00 Per Unit     |
| 1   | ExpressVote Double Unit Table with Privacy Screen |                   | \$490.00 Per Unit     |
| <b>Note: Optional Hardware Pricing does not include Shipping &amp; Handling</b> |   |                   |                       |
| <b>Additional Election Support Services</b>                                     |   |                   |                       |
| 1   | Training Day                                      |                   | \$1,700.00 Per Day    |
| 1   | Project Management                                |                   | \$1,700.00 Per Day    |
| 1   | Election On-Site Support Event                    |                   | \$4,675.00 Per Event  |

6.2. Equipment shall be delivered and installed 42 calendar days after receipt of Purchase Order and Notice to Proceed.

6.3. List all Sub-Contractors that will be utilized on this project:  
No subcontractors are required to provide the services proposed in this RFP.

6.4. Describe warranty on equipment and labor (or attach description):  
Please see Section 3.2.6 - Warranty and Maintenance in the Specifications/Requirements responses tab.

6.5. List any deviations to the required specifications/scope of work:  
Not applicable.

6.6. Training shall be provided to Boone County staff within 1 days of installation.

6.7. State date that pricing is firm through for the equipment proposed in your proposal response (if longer than the required 90 days): 90.

6.8. Provide a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

**Name:** Rob Wiebusch  
**Organization:** Election Systems & Software, LLC  
**Address:** 11208 John Galt Blvd. Omaha, NE 68137  
**E-mail:** rob.wiebusch@essvote.com  
**Phone Number:** (402) 216-8769      **Fax:** (402) 970-1276

**Contact Person for Electronic Signature of Contracts:** In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Richard J. Jablonski, VP, Finance      Email: djjablonski@essvote.com

6.9. **Project Implementation:** Explain the timeline for implementation. and describe the firm's capacity to begin the project in a timely manner, specific to the timeline addressed in this document.

Please see Appendix A - Project Narrative and Implementation Timeline.

6.10. **Personnel:** Define the experience of the Project Manager, other key personnel and sub-consultants assigned to the services. The designated Project Manager shall be the primary contact with the County during the contract period. List a secondary contact when the primary contact is

not available, as well.

Chris Kurland will be the Project/Account Manager and primary contact for this project. Please see Appendix G - Project Team Resumes for his experience as well as the experience of all team members.

- 6.11. **References:** Provide references for similar work that your company has provided within the last three (3) years. Include a detailed description of the services, the agency or firm names, contact names and phone numbers, and dates of services provided.

**PRIOR EXPERIENCE**

Include references familiar with your company’s work performance. References of similar services for governmental agencies are preferred. Please see Appendix H - References for our list of references.

**1. Prior Equipment and/or Services Provided for:**

Organization Name:  
Address:  
Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

**Description (include type, Mfr./Brand of equipment, service performed):**

**2. Prior Equipment and/or Services Provided for:**

Organization Name:  
Address:  
Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

**Description (include type, Mfr./Brand of equipment, service performed):**

**3. Prior Equipment and/or Services Provided for:**

Organization Name:  
Address:

Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

**Description (include type, Mfr./Brand of equipment, service performed):**



**Company ID Number: 152114**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY  
ADMINISTRATION, AND DESIGNATED AGENT REGARDING  
E-VERIFY**

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Designated Agent and the DHS-USCIS respectively.

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

APPROVED BY:

**Designated Agent Election Systems & Software**

**Erron Antisdell**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**09/15/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security- Verification Division**

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**09/15/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Company ID Number: 152114**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY  
ADMINISTRATION, AND DESIGNATED AGENT REGARDING  
E-VERIFY**

**INFORMATION REQUIRED  
FOR THE E-VERIFY DESIGNATED AGENT PROGRAM**

Information relating to your Company:

Company Name: Election Systems & Software

Company Facility Address: 11208 John Galt Blvd  
Omaha, NE 68137

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

County or Parish: DOUGLAS

Employer Identification Number: 470617567

North American Industry Classification Systems Code: 541

Parent Company: Election Systems & Software

Number of Employees: 100 to 499 Number of Sites Verified for: 7

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

- ILLINOIS 2 site(s)
- ALABAMA 1 site(s)
- NORTH CAROLINA 1 site(s)
- NEBRASKA 1 site(s)
- RHODE ISLAND 1 site(s)
- TEXAS 1 site(s)

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

Name: Kathy A Rinker



**Company ID Number: 152114**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY  
ADMINISTRATION, AND DESIGNATED AGENT REGARDING  
E-VERIFY**

|                   |                               |             |                         |
|-------------------|-------------------------------|-------------|-------------------------|
| Telephone Number: | <b>(402) 970 - 1181</b>       | Fax Number: | <b>(402) 970 - 1277</b> |
| E-mail Address:   | <b>karinker@essvote.com</b>   |             |                         |
| Name:             | <b>Erron S Antisdal</b>       |             |                         |
| Telephone Number: | <b>(402) 970 - 1160</b>       | Fax Number: | <b>(402) 970 - 1277</b> |
| E-mail Address:   | <b>esantisdal@essvote.com</b> |             |                         |
| Name:             | <b>Susan M Adler</b>          |             |                         |
| Telephone Number: | <b>(402) 970 - 1178</b>       | Fax Number: | <b>(402) 970 - 1277</b> |
| E-mail Address:   | <b>smadler@essvote.com</b>    |             |                         |

### SIGNATURE AND IDENTITY OF OFFEROR

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

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

Dated March 28, 2019

Name of individual, all partners, or joint ventures:

Address of each:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

doing business under the name of:

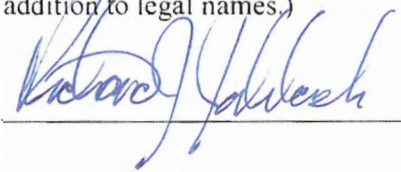
Address of principal place of business in Missouri:

N/A

Not applicable

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

Election Systems & Software, LLC  
(If a corporation - show its name above)



Richard J. Jablonski  
(Secretary)

Vice President of Finance  
(Title)

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

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

CORPORATION DIVISION  
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

***ELECTION SYSTEMS & SOFTWARE, LLC***

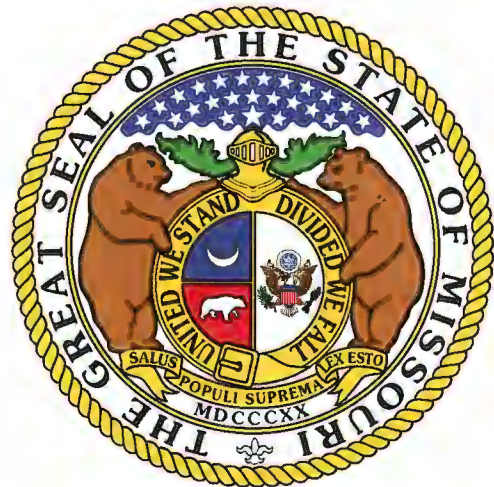
using in Missouri the name

***ELECTION SYSTEMS & SOFTWARE, LLC***  
***FL1264049***

a DELAWARE entity was created under the laws of this State on the 18th day of October, 2012, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 12th day of February, 2019.

  
Secretary of State



Certification Number: CERT-02122019-0078

**(Please complete and return with Proposal Response)**

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

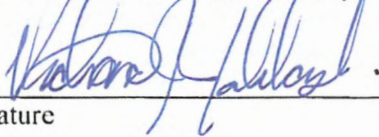
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

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

Richard J. Jablonski, Vice President of Finance

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



\_\_\_\_\_  
Signature

\_\_\_\_\_  
March 28, 2019

\_\_\_\_\_  
Date

# APPENDIX A – PROJECT NARRATIVE AND IMPLEMENTATION TIMELINE



# ES&S PROJECT MANAGEMENT PLAN SUMMARY: BOONE COUNTY, MISSOURI

## INTRODUCTION

Ultimately, the measure of success in a new voting system implementation is a successful election. Our proven project management approach instills confidence and provides tools and training to ensure you are prepared for each Election Day. ES&S will provide all related aspects of project management to ensure a smooth and successful implementation, which ultimately means trouble-free elections.

All of our projects involve several key steps that we manage well. At ES&S, we adhere to the Project Management Body of Knowledge, or PMBOK, project management best practices. Our PMP-certified personnel are committed to ensure our team follows the standards and framework of the Project Management Institute in every step of the project implementation.



PMBOK is recognized worldwide as the best-practices guide to the project management knowledge, skills, techniques and tools known to achieve success. Among other implementation areas, PMBOK provides guidance in organization, planning, staffing, implementation and controlling of a project. ES&S uses the standards and framework of PMBOK to guide our practices. We then build on PMBOK using the lessons learned over approximately 40 years of implementing voting systems to ensure every implementation is a success. Our customized implementations include extensive customer communication, touch points, mutual reporting, ongoing evaluation, and follow-up to ensure we meet each customer's unique requirements and needs.

The project team will employ our vast network of subject matter experts company-wide to provide quality support and sound project management. As a leader in the elections industry, ES&S has implemented thousands of customers. We take every effort to ensure every implementation is a smooth process and that you and your staff are fully prepared throughout each step of the process.

## ES&S PROJECT MANAGEMENT APPROACH

### PROJECT SCOPE

Our experienced project managers and account managers will collaborate with Boone County to complete all steps of the implementation process. We understand your need to purchase a uniform voting system that will utilize ballot marking devices and central count voting scanners/tabulators, as described in RFP, including:

- ✓ DS450
- ✓ DS200
- ✓ ExpressVote BMD
- ✓ Electionware Software (PYO)

The project will include the installation and training and support of all the above listed equipment and software.

The basis for the scope of the project will begin with the contract between ES&S and Boone County. The contract defines specific milestones, deliverables and tasks that will be further detailed in the final Project Management Plan after collaboration between ES&S and Boone County. The Project Management Plan scope will define all specific hardware, software and service deliverables and will be documented by the ES&S project team with continual review from Boone County. Below are the key aspects of the project scope that will be documented in the Project Management Plan:

## KEY ASPECTS OF THE PROJECT MANAGEMENT PLAN

- ✔ **Specified project deliverables** – equipment delivery, acceptance, training, etc.
- ✔ **Formal acceptance/verification procedures** – process, criteria, documentation
- ✔ **Success requirements** – key inputs, conditions, capabilities, and expectations
- ✔ **Project management approach and control strategy** – scope/risk/change strategy
- ✔ **Delivery and implementation plans** – delivery milestones, critical paths
- ✔ **Project roles and organizational structure** – project team, communication approach
- ✔ **Project risks** – key risks and project dependencies
- ✔ **Change control procedures** – process for making changes to project scope

## PHASES OF AN IMPLEMENTATION

### PHASE 1: INITIATING THE PROJECT

We know every customer has unique and specific election needs. We will start by making sure we understand every detail of Boone County's needs so that we are prepared to deliver. We will then work with you to fine-tune our approach and determine the contract terms that define what you can expect throughout the process.

During this phase, you can expect the following:

- ✔ A Project Kickoff meeting with ES&S staff and Boone County:
  - Initial task and timeline planning
  - Review of existing processes and systems
  - Discuss the transition from your existing or previous voting system

### PHASE 2: PLANNING THE PROJECT

During this phase, ES&S and Boone County staff collaborate to create:

- ✔ The formal Project Management Plan, including:

- A Work Breakdown Structure (WBS) for all implementation deliverables
- A project schedule collaboratively defined between Boone County and ES&S
- Documented milestones
- Documented resources necessary to complete every task
- Documented clear responsibility for every task
- ✓ A Communications Plan to ensure all lines of communication are clear and open
  - Definition of the multiple tracking and communication methods that will be used to monitor the status of project deliverables and milestones
- ✓ The initial Action Item list

In addition, ES&S and Boone County staff will perform review and customizations of all ES&S standard tools and procedures to ensure they meet Boone County's needs and standards, such as:

- ✓ Acceptance testing checklist
- ✓ Logic & Accuracy testing procedures
- ✓ Training plans, documents, and courses
- ✓ Content and timing of status reports
- ✓ Risk assessment and issue mitigation

### PHASE 3: EXECUTING THE PROJECT

Step 3 focuses on executing on all tasks and meeting deliverables on time and in a quality manner. It includes constant communication, customer sign-off procedures, and documentation of:

- ✓ Delivery of the new voting equipment
- ✓ Installation of all hardware
  - ES&S Field Services technicians will install all equipment at your site
  - ES&S technicians will assist in acceptance testing of the equipment per the agreed-upon acceptance testing checklists and obtain Boone County approval
  - Any hardware that does not meet Boone County approval will be immediately remedied
- ✓ Installation of all necessary software, networks and third-party items
  - ES&S technicians will perform a final Quality Assurance check and obtain Boone County approval



- ✔ Training of County staff on all facets of the ES&S voting system
- ✔ Pre-election ballot layout and coding
  - ES&S will collaboratively work with Boone County staff to lay out ballots and code the election
- ✔ Pre-election Logic and Accuracy testing
  - ES&S will work with Boone County staff to perform Logic and Accuracy testing, from marking ballot through results reporting
- ✔ Post-election processing
  - ES&S will assist Boone County with canvassing and close-out tasks

#### **PHASE 4: MONITORING**

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ES&S will perform constant monitoring throughout all the other phases to ensure the project stays on track. The following activities will be customized to meet your needs:

- ✔ Routine status meeting check-ins with all key personnel and stakeholders
- ✔ Updated Status Reports detailing the progress on all agreed upon tasks, deliverables and milestones defined in the project plan
- ✔ Creation of and continuous review of the Action Item list
- ✔ Risk assessment and issue mitigation plans
- ✔ Continued partnership and open lines of communication to ensure we achieve Boone County's 100 percent satisfaction throughout the entire implementation

#### **PHASE 5: CLOSING THE PROJECT**

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At ES&S, we see a new voting system implementation as a first-step in an important and long-term partnership. After a successful implementation — resulting in a successful election — ES&S will work closely with Boone County to review all phases of the implementation process.

During this phase of the implementation you can expect:

- ✔ Review of all phases of the project
- ✔ Lessons learned for future elections; for example, any changes in processes from beginning to end
- ✔ Discuss additional training needs
- ✔ Detailed follow up on any outstanding items

**KEY ASPECTS OF AN ES&S PROJECT MANAGEMENT PLAN**

**PRODUCT ACCEPTANCE**

Product acceptance is one important aspect of the Project Management Plan. The ultimate goal of the project will be to implement a quality, usable and dependable voting system that Boone County and its voters can trust. In order to achieve that goal, quality and performance assurance strategies in these specific categories will be managed and monitored for all product and service deliverables:

- ✔ **Security**
- ✔ **Reliability**
- ✔ **Accessibility**
- ✔ **Sustainability**

The acceptance process for all equipment, services and documentation will follow the specific procedures defined by Boone County. ES&S will provide recommended acceptance checklists and procedures and will ensure that Boone County is allowed time to review, modify and approve the procedures prior to the provision of related deliverables. The project team will ensure that the resulting acceptance test scripts are followed specifically, and that documented approvals are acquired for each deliverable and/or key milestone. Specific plans and step-by-step checklists will be documented and developed within the acceptance and testing plan, including all user acceptance testing procedures.

**MILESTONES MATTER**

The project milestones for each phase of the implementation, tasks and deliverables will be detailed in the Project Management Plan and include a timeline and status of events.

| Jurisdiction                                 | Status | Contract Signed | Kickoff Meeting | Status Meeting Start Date | Est. Delivery Date (Hardware) | Pick-Up Trade-In | ES&S Equipment Installation | 3rd Party Network Installation | Jurisdiction Acceptance Testing | Hardware Training | Software Training |
|--|--------|-----------------|-----------------|---------------------------|-------------------------------|------------------|-----------------------------|--------------------------------|---------------------------------|-------------------|-------------------|
| M = Milestone<br>D = Deliverable<br>T = Task | ✔      |                 |                 |                           |                               |                  |                             |                                |                                 |                   |                   |

Key milestones include delivery of the new voting equipment, acceptance testing, installation of any necessary software and/or IT networks, training election personnel on all facets of system operation, and supporting the logistics of a trouble-free election day (Logic and Accuracy testing, managing the transfer of equipment from a central location to the voting locations, etc.)

For each phase of the implementation, there are key milestones including:



| <b>Milestone</b>                                    | <b>Description</b>  |
|---|---|
| Kick-off meeting(s)                                 | Following contract execution, the ES&S team will meet with key personnel and stakeholders to solidify project plan details.   |
| Deliver project and system documentation            | Initial project plans and documentation will be provided early in the project.  |
| Finalize training plan                              | The ES&S training lead will work with Boone County to develop a comprehensive training and knowledge transfer plan.   |
| Complete System Installation and Acceptance Testing | Throughout the delivery phase, system and unit level testing will be completed. Once all system components have been delivered, an end-to-end system integration test will be completed. ES&S will provide suggestions and guidance on the system test but ultimate acceptance requirements and procedures will be determined and approved by the Boone County. |
| Complete on-site training                           | ES&S will provide on-site training for users to provide a hands-on training experience at each course location. ES&S will provide training for each hardware device and software that make up the voting system.  |
| Data collection and system configuration            | Data will be imported into the Election Management System and basic election configuration steps will be completed.   |
| Setup and L&A testing                               | Pre-election setup will be completed and verification and Logic and Accuracy (L&A) testing will be conducted prior to full system deployment. Testing can begin prior to the finalization of VR data to confirm data integrity, feature functionality, configuration options, and hardware/accessory performance.   |
| System Deployment                                   | As soon as ballot and voter data is loaded and the system is configured and tested, the system can be deployed for the election.  |
| Provide Election Support                            | During the critical period prior to, during, and after Election Day, ES&S will assure that essential support resources are available and committed to project success.  |
| Post-Election Support                               | ES&S will provide support to Boone County following each election.  |

## QUALITY MANAGEMENT APPROACH FOR SUCCESS

Quality management is another important aspect of the Project Management Plan. Under direction of Boone County, the ES&S project team will develop sub-plans for quality management and project management configuration within the overall Project Management Plan.

- ✔ The quality management sub-plan will describe all characteristics surrounding successful product and project acceptance.
- ✔ The project management configuration sub-plan will define procedures for submitting, approving, tracking and verifying all changes to the configuration of the products and the overall project.

## **PROJECT STATUS REPORTING**

The ES&S project team will stay in constant communication internally and with Boone County. Regular meetings/conference calls are scheduled so progress can be shared and challenges proactively avoided.

The ES&S project manager is responsible for verifying that you receive all of the goods and services agreed to in the contract. The project manager manages status reporting to you on the consumption of those resources on a regular basis and manages the communication and agreement on any changes to the scope of services or products you request.

Where necessary, the project manager takes requested changes to the appropriate parties within ES&S for authorization and approval. These changes can take the form of new product releases, configuration changes, quantity changes, or scope of service changes. The project manager works directly with you to identify any proposed changes as well as any of your requested changes.

Where appropriate, the project manager will work with you or others within ES&S to determine the effect of any changes, resolve any financial impact in cooperation with you and your account manager, and reflect any agreed-upon changes in the project timeline and status reporting. We have developed an internal approach to managing these changes. These same practices are used throughout our organization.

## **TRACKING AND REPORTING**

The ES&S account manager monitors the issue database and the action items to ensure new issues/action items and resolved items are clearly documented. Assignees are required to update the status of the item in the issue database at least weekly. In the case of contractual issues, Boone County will be notified in writing with a follow-up meeting.

## **ESCALATION PROCESS**

The escalation process will be used to ensure critical issues are raised soon enough to prevent undesirable impacts to the contract and to ensure the appropriate parties are informed and involved in critical decision making.

The ES&S director of account management and ES&S executive management team always strive to make decisions and address issues at the lowest possible level.

## **INTERNAL ESCALATION PROCESS**

The escalation process is invoked when a manager in one of the governance structures determines that an issue requires escalation for resolution. The disputed issue must be reported to identified Boone County staff responsible when the dispute involves any contractual obligation.

## **EXTERNAL ESCALATION PROCESS**

If the ES&S project team cannot resolve the issue at Level 1 within three (3) business days of the issue identification date, the account manager will escalate the issue to the ES&S director of account management (Level 2) for consultation and resolution. If the account manager and director are unable to resolve the issue within one (1) business day, the director of account management will escalate the matter to the ES&S executive management team (Level 3) for resolution.

If the issue resolution can be delayed until the next scheduled meeting without negative affects to the project,

its schedule or budget, the ES&S executive management team will be asked to address the issue. If timing is critical or resolution cannot be delayed, the executive team members will be contacted to resolve the issue immediately.

When an item is escalated, the appropriate participants are notified by meeting request, including the date and time of the meeting. The meeting must be scheduled within one (1) business day of notification of escalation to the executive management team.

The notice of escalation includes a summary of the issue and the analysis of each party's position. The participants must review the analysis before the scheduled meeting.

The following are examples of types of issues (routine and emergency) that might be escalated to Cook County and ES&S executive team.

- ✔ Hardware or software/firmware issue that impede elections (emergency)
- ✔ Project schedule (routine)
- ✔ Change in scope requested (emergency)
- ✔ Adverse program impacts (emergency)
- ✔ Go/No-Go recommendations (routine)
- ✔ Stakeholder disagreements (routine)
- ✔ Funding (routine)

#### **Examples of types of escalation:**

- ✔ Escalation will occur when necessary activities either are not being completed or appear they will not be completed in a timely manner, resulting in a risk to agreed upon target dates.
- ✔ Escalation will occur when it appears either requirements are not being met, cannot be met or those requirements may be contrary to expectations with regard to quality of the system and its subsequent impact on the Contract.
- ✔ Escalation will occur when a change in scope is requested by the county or ES&S to support new requirements or activities to the project.
- ✔ Escalation will occur when an issue is raised for which a decision is needed to continue progress on the completion of activities.
- ✔ Escalation will occur if the escalation governance structures cannot concur on an issue where agreement is needed to proceed.
- ✔ Escalation issues regarding any contractual obligation will be forwarded in writing to the identified Boone County personnel.

**RISK MANAGEMENT APPROACH**

Every project has risks. Preparing for these risks in advance helps to plan for and mitigate those risks. The ES&S project team will develop and utilize a comprehensive risk management strategy to manage all potential risks throughout the project. Early in the implementation, the ES&S project team will meet with Boone County to identify potential project risks and develop initial mitigation strategies. Subsequent to this meeting, the ES&S project team will expand the identification of these risks and develop detailed plans for avoiding potentially negative effects of the identified and unidentified risks.

**CHANGE MANAGEMENT APPROACH**

ES&S will systematically assess the current state of Boone County's election operation. During the process, the on-site personnel will document and work with Boone County staff to address current practices, guiding Boone County through managing this change and reengineering current procedures and process.

While assessing the current state and consulting on the future state, ES&S personnel will engage with Boone County key stakeholders. They will identify key personnel who are to be involved in defining the new processes and rolling out any changes to Boone County staff.

In some instances, the assessment might indicate process changes are desirable. However existing processes may need to stay intact either permanently or temporarily. Or, they may need to be eliminated entirely.

Additionally, ES&S will help communicate any needed changes, ensuring there is a clear expression of the reasons for the change. ES&S personnel, along with the Boone County's key personnel, will assess the training needs driven by the new system, when and how it will be implemented.

Our experience with election process and voting system changes has proven that operating end-to-end mock and/or simulated elections, using actual users, helps to identify potential improvements and risks. If possible, ES&S recommends operating multiple small-scale mock elections, where lessons can be learned and changes implemented and documented between mock elections. This will serve as a comprehensive approach to manage change. This human-centered approach has proven most effective, especially when dealing with both full-time and seasonal users (i.e., poll workers). ES&S believes in a collaborative and inclusive process and human change management approach that ensures that key resources are included and involved in the change.

**KEY PROJECT MANAGEMENT PERSONNEL****Principals & Key Personnel**

| <b>Name</b>       | <b>Title</b>                         |
|-------------------|--------------------------------------|
| Roberta Shoemaker | Vice President of Account Management |
| Rob Wiebusch      | Regional Sales Manager               |
| Chris Kurland     | Project/Account Manager              |
| Gary Jacobson     | Manager of Field Services            |

**TEAM ROLES****ES&S VICE PRESIDENT OF ACCOUNT MANAGEMENT**

The ES&S Vice President of account management will be overseeing the project and will serve as an escalation point and project sponsor to Boone County and the ES&S project team.

**ES&S PROJECT/ACCOUNT MANAGER**

The ES&S account manager will work closely with the project manager and Boone County to develop a timeline of activities, provision of deliverables, and critical milestones. Your account manager will ensure Boone County is fully supported and knowledge is successfully transferred to Boone County staff. The ES&S account manager will be onsite and use various proven reporting tools and status updates reports throughout the project to communicate with Boone County. The account manager will also bring technical, election system implementation experience along with consulting and training capabilities.

**ES&S TECHNICAL SERVICES**

Responsible for the design and installation of the election management system (EMS) network.

**ES&S TECHNICAL SUPPORT TEAM (HELP DESK)**

The ES&S Project Team includes a Technical Support Team (Help Desk) staffed with experienced hardware and software support technicians and engineers. The ES&S Technical Support Team utilizes a systematic 3-tiered escalation process to assure that all issues and questions, whether minor or major, are quickly addressed by the appropriate subject matter experts. The Technical Support Team has direct access to Tier 3 product engineers, system administrators, and software developers and is available 24x7 during election critical periods.

**ES&S FIELD SERVICES TECHNICIANS**

ES&S will leverage its existing regional support network to provide support and assistance throughout the implementation and on-going phases of the project.

**ES&S TIER 3 SUPPORT AND DEVELOPMENT**

The Tier 3 Support team includes product engineers, system administrators, and software developers. As needed, the ES&S Project Team and Boone County will have access to Tier 3 ES&S resources capable of addressing advanced requests, questions, or issues. These same resources will be responsible for the development and deployment of system changes, including any updates or enhancements.

**ES&S CONTRACTOR STAFF**

Occasionally, ES&S uses contractors, trained and vetted by ES&S to supplement their staff. These individuals work directly for ES&S and have experience in all aspects of the election process, including installation, acceptance testing, logic and accuracy testing and Election Day support.

**COMMUNICATION PLAN**

A key factor in providing structure for a project is the methodology used to establish guidelines and control project activities throughout a project lifecycle. By using a proven methodology, the project team can

significantly improve communications, planning, and performance from the initial proposal stage, through completion of project deliverables to final closure of the project.

The assigned ES&S project manager and account manager will communicate with Boone County on a mutually agreed-upon regular basis, as required based on the task at hand. The account manager will be on-site as needed during the initial phase of the implementation. On-site time increases as we get closer to the election.

| Task                | Communication Plan   |
|---------------------|--|
| Point of Contact    | The ES&S account manager will serve as the Boone County 's point of contact throughout the life of the project.  |
| Account Management  | The ES&S account manager provides day-to-day coordination and interaction with Boone County personnel. The account manager serves as a single point of contact and control for management, coordination, and resolution for all project activities.  |
| Status Reporting    | The ES&S project manager supplies Boone County with regular implementation progress reports. These reports detail the work completed, scheduled tasks, milestones, and other related progress reports.   |
| Status Meetings     | Status meetings are on a regular basis, and are a review of the Work Plan, including items completed since the previous meeting and items to be completed prior to the next meeting. This discussion also includes a review of the party responsible for the task completion as well as any potential/foreseen roadblocks. |
| Contract Management | The assigned ES&S project manager is responsible for contract management.  |
| Audits              | It is the responsibility of both Boone County and the ES&S project manager to continuously audit the project as well as all items pertinent to the project.  |
| Planning            | Planning is a joint effort between Boone County and the ES&S account manager and is documented on the Work Plan.   |
| Priorities          | Priorities are agreed upon between Boone County and the ES&S account manager.  |
| Service Request     | Any needed service requests, both outside and inside of the contract scope, are discussed between Boone County and the ES&S project manager.   |

**CONFLICT RESOLUTION PLAN**

The ES&S project team will:

- ✔ Review escalated issues and solution alternatives
- ✔ Approve or deny recommended resolutions





- ✔ Commit appropriate resources to support the resolution
- ✔ Provide expedited response and direction on issues that may impact the scope or schedule of the project activities

## PROJECT MANAGEMENT: WHY ES&S?

ES&S prides itself in our long history of successful voting system implementations for nearly 40 years. We have carried out thousands of implementations of voting systems – projects of every size and complexity. Written plans and execution tools are important pieces of a successful implementation equation. However, project management know-how, and project managers and account managers who instinctively understand what must be done to achieve a trouble-free election, are what sets the ES&S project management approach apart from the rest. We will serve as a trusted partner to ensure successful Elections and continual support from the first use and beyond.

Should you choose ES&S, you can expect:

- ✔ A trusted and experienced partner in Elections
- ✔ Customized implementation approach
- ✔ Project team led by PMP-credentialed staff who will work tirelessly to ensure a smooth and organized process during all phases of the project
- ✔ Support from first use and throughout the life of your voting system
- ✔ Boone County 's very successful Elections from the first use and beyond



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*ES&S, as a leader in the elections industry, has implemented thousands of customers. We take every effort to ensure the implementation is a smooth process and that you, your staff, and Boone County will be fully prepared throughout each phase of the process.*

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Boone County, Missouri - Proposed Implementation Plan

CONFIDENTIAL



Project: Boone County, MO Imp Date: Tue 3/26/19

Legend: Milestone (diamond), Task (bar), Inactive Milestone (dashed bar), Manual Task (bar with vertical line), Manual Summary Rollup (bar with vertical line), Start-only (bar with vertical line), External Task (bar with vertical line), Deadline (diamond), Manual Progress (bar with vertical line)

Note: Project Dates are estimates. Actual timeframes will be established at the time of contract execution. Following contract execution, project plans will be solidified.

# APPENDIX B – EAC CERTIFICATION





United States Election Assistance Commission

Certificate of Conformance

**ES&S EVS 6.0.2.0**



The voting system identified on this certificate has been evaluated at an accredited voting system testing laboratory for conformance to the *Voluntary Voting System Guidelines Version 1.0 (VVSG 1.0)*. Components evaluated for this certification are detailed in the attached Scope of Certification document. This certificate applies only to the specific version and release of the product in its evaluated configuration. The evaluation has been verified by the EAC in accordance with the provisions of the *EAC Voting System Testing and Certification Program Manual* and the conclusions of the testing laboratory in the test report are consistent with the evidence adduced. This certificate is not an endorsement of the product by any agency of the U.S. Government and no warranty of the product is either expressed or implied.

Product Name: EVS

Model or Version: 6.0.2.0

Name of VSTL: SLI Compliance

EAC Certification Number: ESSEVS6020

Date Issued: October 4, 2018

Executive Director

Scope of Certification Attached

**Manufacturer:** *Election Systems & Software*  
**System Name:** *EVS 6.0.2.0*  
**Certificate:** *ESSEVS6020*

**Laboratory:** *SLI Compliance*  
**Standard:** *VVSG 1.0 (2005)*  
**Date:** *October 4, 2018*



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## Scope of Certification

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This document describes the scope of the validation and certification of the system defined above. Any use, configuration changes, revision changes, additions or subtractions from the described system are not included in this evaluation.

### Significance of EAC Certification

An EAC certification is an official recognition that a voting system (in a specific configuration or configurations) has been tested to and has met an identified set of Federal voting system standards. An EAC certification is **not**:

- An endorsement of a Manufacturer, voting system, or any of the system's components.
- A Federal warranty of the voting system or any of its components.
- A determination that a voting system, when fielded, will be operated in a manner that meets all HAVA requirements.
- A substitute for State or local certification and testing.
- A determination that the system is ready for use in an election.
- A determination that any particular component of a certified system is itself certified for use outside the certified configuration.

### Representation of EAC Certification

Manufacturers may not represent or imply that a voting system is certified unless it has received a Certificate of Conformance for that system. Statements regarding EAC certification in brochures, on Web sites, on displays, and in advertising/sales literature must be made solely in reference to specific systems. Any action by a Manufacturer to suggest EAC endorsement of its product or organization is strictly prohibited and may result in a Manufacturer's suspension or other action pursuant to Federal civil and criminal law.

### System Overview

The ES&S EVS 6.0.2.0 voting system is a modification of the ES&S EVS 6.0.0.0 voting system, certified on July 2, 2018, which contains limited changes to the Electionware application. The ES&S EVS 6.0.2.0 voting system is composed of software applications, central count location devices and polling place devices with accompanying firmware, and COTS hardware and software.

#### Electionware®

Electionware election management software is an end-to-end election management software application that provides election definition creation, ballot formation, equipment

configuration, result consolidation, adjudication and report creation. Electionware is composed of five software groups: Define, Design, Deliver, Results and Manage.

#### **ExpressVote XL™**

ExpressVote XL is a hybrid paper-based polling place voting device that provides a full-face touchscreen vote capture that incorporates the printing of the voter's selections as a cast vote record, and tabulation scanning into a single unit.

#### **ExpressTouch®**

ExpressTouch Electronic Universal Voting System (ExpressTouch) is a DRE voting system which supports electronic vote capture for all individuals at the polling place.

#### **ExpressVote® Hardware 1.0**

ExpressVote Universal Voting System Hardware 1.0 (ExpressVote HW1.0) is a hybrid paper-based polling place voting device that provides touch screen vote capture that incorporates the printing of the voter's selections as a cast vote record, to be scanned for tabulation in any one of the ES&S precinct or central scanners.

#### **ExpressVote® Hardware 2.1**

ExpressVote Universal Voting System Hardware 2.1 (ExpressVote HW2.1) is a hybrid paper-based polling place voting device that provides touch screen vote capture that incorporates the printing of the voter's selections as a cast vote record, and tabulation scanning into a single unit. ExpressVote HW2.1 is capable of operating in either marker or tabulator mode, depending on the configurable mode that is selected in Electionware.

There are two separate versions of the ExpressVote hardware version 2.1: 2.1.0.0 and version 2.1.2.0 (6.4 & 6.8). Please note that all future references to ExpressVote HW 2.1 as used throughout the document refers to both hardware versions.

#### **DS200®**

DS200 is a polling place paper-based voting system, specifically a digital scanner and tabulator that simultaneously scans the front and back of a paper ballot and/or vote summary card in any of four orientations for conversion of voter selection marks to electronic Cast Vote Records (CVR).

#### **DS450®**

DS450 is a central scanner and tabulator that simultaneously scans the front and back of a paper ballot and/or vote summary card in any of four orientations for conversion of voter selection marks to electronic Cast Vote Records (CVR).

#### **DS850®**

DS850 is a central scanner and tabulator that simultaneously scans the front and back of a paper ballot and/or vote summary card in any of four orientations for conversion of voter selection marks to electronic Cast Vote Records (CVR).

### Event Log Service (ELS)

ELS monitors and logs users' interactions with the Election Management System. Events that happen when a connection to the database is not available are logged to the Windows Operating System log through the ELS.

### Removable Media Service (RMS)

RMS is a utility that runs in the background of the Windows operating system. RMS reads specific information from any attached USB devices so that ES&S applications such as Electionware can use that information for media validation purposes.

## Configurations

Within the scope of the ES&S EVS 6.0.2.0 voting system, three unique configurations are supported, in order to accommodate limitations of components with the ES&S EVS 6.0.2.0 voting system.

### Configuration A

ES&S EVS 6.0.2.0: Test Configuration A is comprised of the entire suite of voting system products.

- Electionware
- ExpressVote Marker (HW 1.0)
- ExpressVote Marker/Tabulator (HW 2.1)
- ExpressVote XL
- ExpressTouch
- DS200
- DS450
- DS850

### Configuration B

- Electionware
- ExpressVote Marker (HW 1.0)
- ExpressVote Marker/Tabulator (HW 2.1)
- DS200
- DS450
- DS850

### Configuration C

- Electionware
- ExpressVote XL

## Mark Definition

ES&S' declared level mark recognition for the DS200, DS450 and DS850 is a mark across the oval that is 0.02" long x 0.03" wide at any direction.

## Tested Marking Devices

Bic Grip Roller Pen

## Language Capability

EVS 6.0.2.0 supports English, Spanish, Chinese (Cantonese), Korean, Japanese, Hindi, Bengali, Vietnamese, Tagalog, Creole, Russian, and French. Configuration C also supports Punjabi and Gujarati.

## Proprietary Components Included

This section provides information describing the components and revision level of the primary components included in this Certification.

| System Component            | Software or Firmware Version | Hardware Version   | Model    | Comments   |
|-----------------------------|------------------------------|--------------------|----------|--|
| Electionware                | 5.0.1.0                      |                    |          |  |
| ES&S Event Log Service      | 1.6.0.0                      |                    |          |  |
| Removable Media Service     | 1.5.0.0                      |                    |          |  |
| ExpressVote HW 1.0          | 1.5.0.0                      | 1.0                |          | Paper-based vote capture and selection device  |
| ExpressVote Previewer (1.0) | 1.5.0.0                      |                    |          |  |
| ExpressVote HW 2.1          | 2.4.0.0                      | 2.1.0.0<br>2.1.2.0 |          | Hybrid paper-based vote capture and selection device and precinct count tabulator            |
| ExpressVote Previewer (2.1) | 2.4.0.0                      |                    |          |  |
| DS200                       | 2.17.0.0                     | 1.2.1, 1.2.3, 1.3  |          | Precinct Count Tabulator   |
| DS450                       | 3.1.0.0                      | 1.0                |          | Central Count Scanner and Tabulator  |
| DS850                       | 3.1.0.0                      | 1.0                |          | Central Count Scanner and Tabulator  |
| ExpressVote XL              | 1.0.0.0                      | 1.0                |          | Hybrid full-faced paper-based vote capture and selection device and precinct count tabulator |
| ExpressTouch                | 1.0.0.0                      | 1.0                |          | DRE  |
| ExpressVote Rolling Kiosk   |                              | 1.0                | 98-00049 | Portable Voting Booth  |
| Voting Booth                |                              | N/A                | 98-00051 | Stationary Voting Booth  |
| ExpressVote Single Table    |                              | N/A                | 87033    | Voting Table for One Unit  |
| ExpressVote Double Table    |                              | N/A                | 87032    | Voting Table for Two Units   |
| ADA Table                   |                              | N/A                | 87031    | Voting Table for One Unit  |



| System Component          | Software or Firmware Version | Hardware Version   | Model    | Comments                          |
|---------------------------|------------------------------|--------------------|----------|-----------------------------------|
| DS200 Ballot Box          |                              | 1.0                | 98-00009 | Collapsible Ballot Box            |
| DS200 Ballot Box          |                              | 1.2, 1.3, 1.4, 1.5 | 57521    | Plastic ballot box                |
| DS200 Ballot Box          |                              | 1.0, 1.1, 1.2      | 76245    | Metal ballot box                  |
| DS200 Tote Bin            |                              | 1.0                | 00074    | Tote Bin Ballot Box               |
| DS450 Cart                |                              | N/A                | 3002     |                                   |
| DS850 Cart                |                              | N/A                | 6823     |                                   |
| Universal Voting Console  |                              | 1.0                | 98-00077 | Detachable ADA support peripheral |
| Tabletop Easel            |                              | N/A                | 14040    |                                   |
| ExpressTouch Voting Booth |                              | N/A                | 98-00081 | Stationary Voting Booth           |
| SecureSetup               | 2.0.0.1                      |                    |          | Proprietary Hardening Script      |

## COTS Software

| Manufacturer          | Application  | Version                           |
|-----------------------|--|-----------------------------------|
| Microsoft Corporation | Server 2008  | R2 w/ SP1 (64-bit)                |
| Microsoft Corporation | Windows 7 Professional   | SP1 (64-bit)                      |
| Microsoft Corporation | WSUS Microsoft Windows Offline Update Utility                                | 11.1.1                            |
| Symantec              | Endpoint Protection  | 14.0.1 (64-bit)                   |
| Symantec              | Symantec Endpoint Protection Intelligent Updater (File-Based Protection)     | 20180116-002-core3sds5i64.exe     |
| Symantec              | Symantec Endpoint Protection Intelligent Updater (Network-Based Protection)  | 20180115-040-IPS_IU_SEP_14RU1.exe |
| Symantec              | Symantec Endpoint Protection Intelligent Updater (Behavior-Based Protection) | 20180108-003-SONAR_IU_SEP.exe     |
| Cerberus              | CerberusFTP Server – Enterprise  | 9.0.3.1 (64-bit)                  |
| Adobe                 | Acrobat  | XI                                |
| Microsoft Corporation | Visual C++ Redistributable   | vc_redist.x86.exe (32-bit)        |
| RSA Security          | RSA BSAFE Crypto-C ME for Windows 32-bit                                     | 4.1                               |
| OpenSSL               | OpenSSL  | 2.0.12                            |
| OpenSSL               | OpenSSL  | 2.0.16                            |
| OpenSSL               | OpenSSL  | 1.02d                             |
| OpenSSL               | OpenSSL  | 1.02h                             |
| OpenSSL               | OpenSSL  | 1.02k                             |

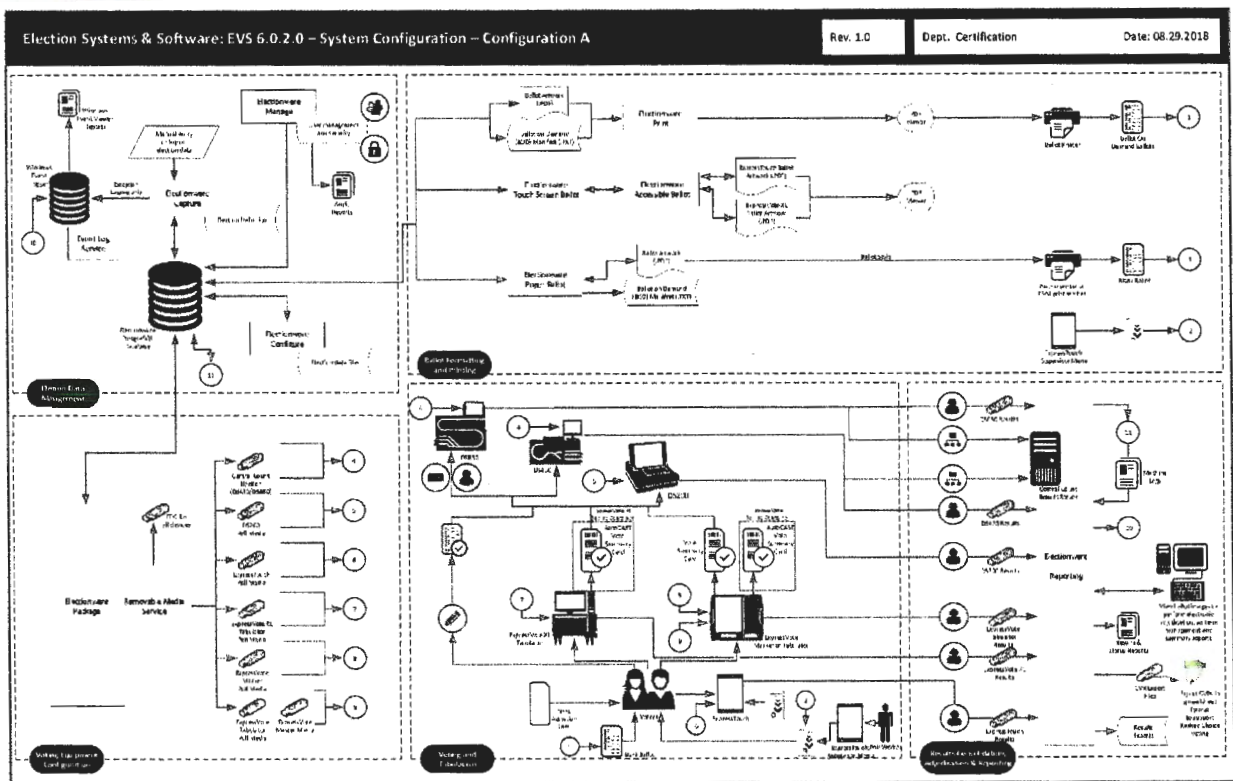
## COTS Hardware

| Manufacturer                         | Hardware                                | Model/Version                 |
|--------------------------------------|---|-------------------------------|
| EMS Server                           |   |                               |
| EMS Client or Standalone Workstation |   |                               |
| Innodisk                             | USB EDC H2SE (1GB) for ExpressVote 1.0  | DEEUH 1-01GI72AC1SB           |
| Innodisk                             | USB EDC H2SE (16GB) for ExpressVote 2.1 | DEEUH 1-16GI72AC1SB           |
| Delkin                               | USB Flash Drive                         | 512MB, 1 GB, 2 GB, 4 GB, 8 GB |
| Delkin                               | Validation USB Flash Drive              | 16 GB                         |

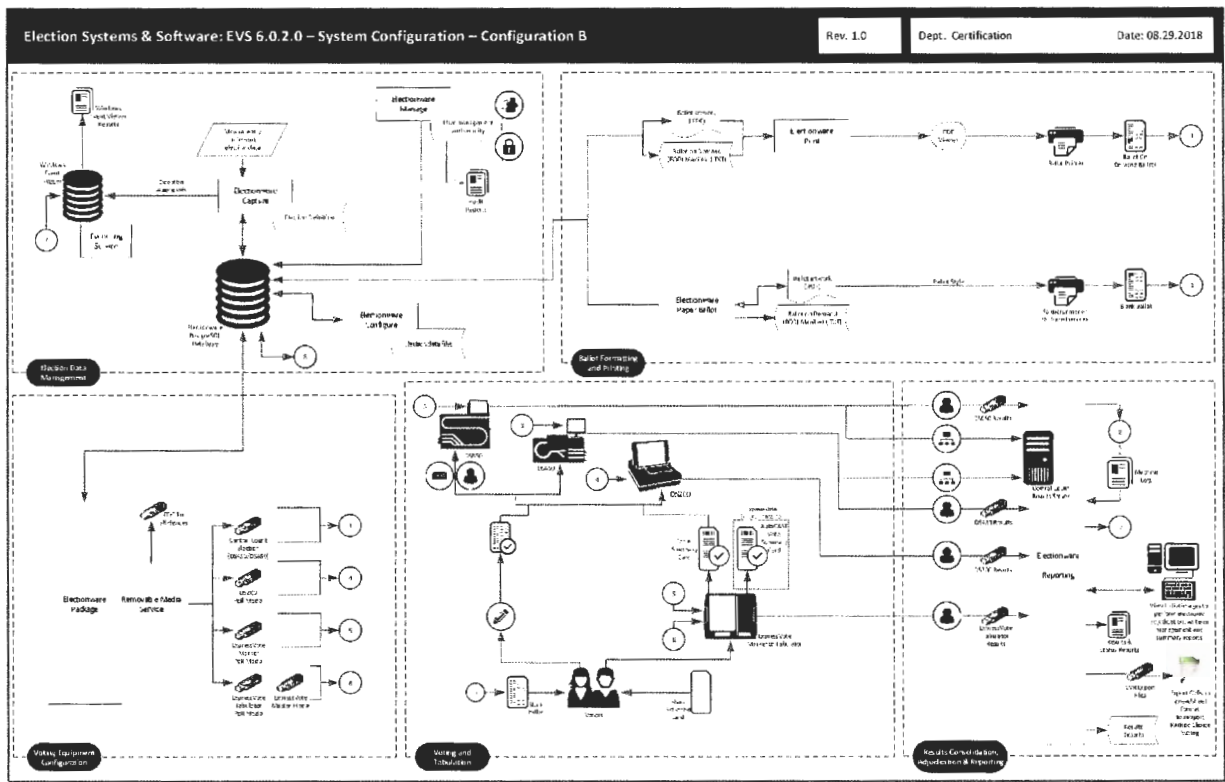
|                    |   |                              |
|--------------------|---|------------------------------|
| Delkin             | USB Embedded 2.0 Module Flash Drive     | MY16MGFSY-RA000-D / 16 GB    |
| Delkin             | Compact Flash Memory Card               | 1 GB                         |
| Delkin             | Compact Flash Memory Card Reader/Writer | 6381                         |
| Delkin             | CFAST Card                              | 2GB, 4GB                     |
| Lexar              | CFAST Card Reader/Writer                | LRWCR1TBNA                   |
| CardLogix          | Smart Card                              | CLXSU128kC7/ AED C7          |
| SCM Microsystems   | Smart Card Writer                       | SCR3310                      |
| Avid               | Headphones                              | 86002                        |
| Zebra Technologies | QR code scanner (Integrated)            | DS457-SR20009                |
| Symbol             | QR Code scanner (External)              | DS9208                       |
| Dell               | DS450 Report Printer                    | S2810dn                      |
| OKI                | DS450 and DS850 Report Printer          | B431dn/B431d                 |
| OKI                | DS450 and DS850 Audit Printer           | Microline 420                |
| APC                | DS450 UPS                               | Back-UPS Pro 1500            |
| APC                | DS850 UPS                               | Back-UPS RS 1500 or Pro 1500 |
| Tripp Lite         | DS450 and DS850 Surge Protector         | Spike Cube                   |
| Seiko Instruments  | Thermal Printer                         | LTPD-347B                    |
| NCR/Nashua         | Paper Roll                              | 2320                         |
| Fujitsu            | Thermal Printer                         | FTP-62GDSL001/ FTP-63GMCL153 |

## Configuration Diagrams

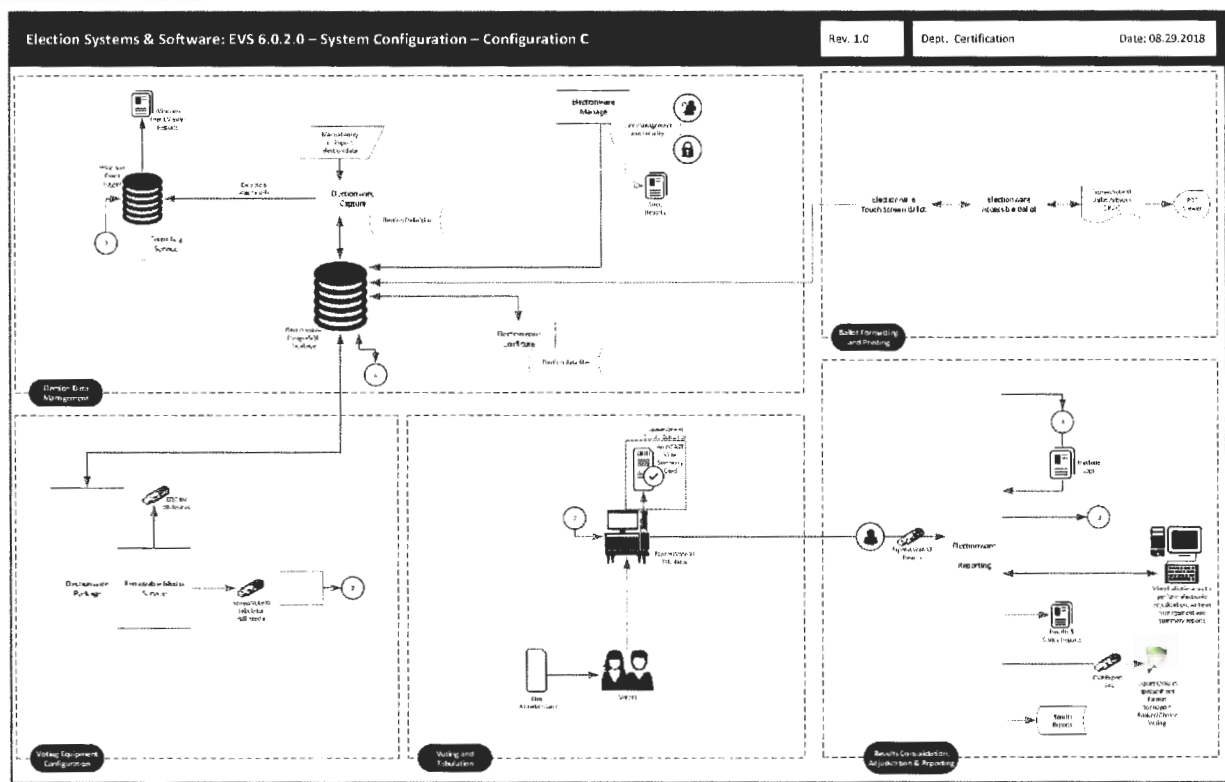
### Configuration A



## Configuration B



## Configuration C



## System Limitations

This table depicts the limits the system has been tested and certified to meet.

| <b>System Characteristic</b>           | <b>Boundary or Limitation</b>                | <b>Limiting Component</b> |
|--|--|---------------------------|
| Max. precincts allowed in an election  | 9,900  |                           |
| Max. ballot styles in an election      | 15,000                                       |                           |
| Max. candidates allowed per election   | 10,000                                       |                           |
| Max. contests allowed in an election   | 10,000                                       |                           |
| Max. number of parties allowed         | General election: 75<br>Primary election: 30 |                           |
| Max. District Types/Groups             | 25   |                           |
| Max. districts of a given type         | 250  |                           |
| Max. Contests allowed per ballot style | 500  |                           |
| Max. Reporting Groups in an election   | 14   |                           |
| Max. candidates allowed per contest    | 230  |                           |
| Max. "Vote For" per contest            | 230  |                           |
| Max. ballots per batch                 | 1,500  |                           |

## Component Limitations:

### Electionware

1. Electionware capacities exceed the boundaries and limitations documented for ES&S voting equipment and election reporting software. For this reason, ballot tabulator limitations define the boundaries and capabilities of Electionware system.
2. Electionware software field limits were calculated using default text sizes for ballot and report elements. Some uses and conditions, such as magnified ballot views or combining elements on printed media or ballot displays, may result in limits lower than those listed in the System Overview.
3. The Electionware Export Ballot Images function is limited to 250 districts per export.
4. Electionware is limited to the language special characters listed in the System Overview. Language special characters other than those on this list may not appear properly when viewed on equipment displays or reports.

5. The Straight Party feature must not be used in conjunction with the Single or Multiple Target Cross Endorsement features.
6. The 'MasterFile.txt' and the 'Votes File.txt' do not support results for elections that contain multiple sheets or multiple ExpressVote cards per voter. These files can be produced using the Electionware > Reporting > Tools > Export Results menu option. This menu option is available when the Rules Profile is set to "Illinois".

#### **Paper Ballot Limitations**

1. The paper ballot code channel, which is the series of black boxes that appear between the timing track and ballot contents, limits the number of available ballot variations depending on how a jurisdiction uses this code to differentiate ballots. The code can be used to differentiate ballots using three different fields defined as: Sequence (available codes 1-16,300), Type (available codes 1-30) or Split (available codes 1-18).
2. If Sequence is used as a ballot style ID, it must be unique election-wide and the Split code will always be 1. In this case the practical style limit would be 16,300.
3. The ExpressVote activation card has a limited ballot ID based on the three different fields defined as: Sequence (available codes 1-16,300), Type (available codes 1-30) or Split (available codes 1-18).

#### **ExpressVote**

1. ExpressVote capacities exceed all documented limitations for the ES&S election management, vote tabulation and reporting system. For this reason, Election Management System and ballot tabulator limitations define the boundaries and capabilities of the ExpressVote system as the maximum capacities of the ES&S ExpressVote are never approached during testing.

#### **ExpressVote XL**

1. ExpressVote XL capacities exceed all documented limitations for the ES&S election management, vote tabulation and reporting systems. For this reason, Election Management System and ballot tabulator limitations define the boundaries and capabilities of the ExpressVote XL system as the maximum capacities of the ES&S ExpressVote XL are never approached during testing.
2. ExpressVote XL does not offer open primary support based on the ES&S definition of Open Primary, which is the ability to select a party and vote based on that party.
3. ExpressVote XL does not support Massachusetts Group Vote.
4. ExpressVote XL does not support Universal Primary Contest.
5. ExpressVote XL does not support Multiple Target Cross Endorsement.
6. ExpressVote XL does not support Reviewer or Judges Initials boxes.
7. ExpressVote XL does not support multi-card ballots.
8. In a General election, one ExpressVote XL screen can hold 32 party columns if set up as columns or 16 party rows if set up as rows.
9. ExpressVote XL does not support Team Write-In.

#### **ExpressTouch**

1. ExpressTouch capacities exceed all documented limitations for the ES&S election management, vote tabulation and reporting systems. For this reason, Election Management System limitations define the boundaries and capabilities of the ExpressTouch system as the maximum capacities of the ES&S ExpressTouch are never approached during testing.

2. ExpressTouch does not offer open primary support, which is the ability to select a party and vote based on that party.
3. ExpressTouch does not support Massachusetts Group Vote.
4. ExpressTouch does not support Universal Primary Contest.
5. ExpressTouch does not support Multiple Target Cross Endorsement.
6. ExpressTouch does not support Team Write-In.

### DS200

1. The ES&S DS200 configured for an early vote station does not support precinct level results reporting. An election summary report of tabulated vote totals is supported.
2. The DS200 storage limitation for write-in ballot images is 3,600 images. Each ballot image includes a single ballot face, or one side of one page.
3. Write-in image review requires a minimum 1GB of onboard RAM.
4. To successfully use the Write-In Report, ballots must span at least three vertical columns. If the column is greater than 1/3 of the ballot width (two columns or less), the write-in image will be too wide to print on the tabulator report tape.

## Functionality

### VVSG 1.0 Supported Functionality Declaration

| Feature/Characteristic   | Yes/No | Comment              |
|--|--------|----------------------|
| Voter Verified Paper Audit Trails  |        |                      |
| VVPAT  | No     |                      |
| Accessibility  |        |                      |
| Forward Approach   | Yes    |                      |
| Parallel (Side) Approach   | Yes    |                      |
| Closed Primary   |        |                      |
| Primary: Closed  | Yes    |                      |
| Open Primary   |        |                      |
| Primary: Open Standard (provide definition of how supported)                                       | Yes    | Configuration B only |
| Primary: Open Blanket (provide definition of how supported)  | No     |                      |
| Partisan & Non-Partisan:   |        |                      |
| Partisan & Non-Partisan: Vote for 1 of N race  | Yes    |                      |
| Partisan & Non-Partisan: Multi-member ("vote for N of M") board races                              | Yes    |                      |
| Partisan & Non-Partisan: "vote for 1" race with a single candidate and write-in voting             | Yes    |                      |
| Partisan & Non-Partisan "vote for 1" race with no declared candidates and write-in voting          | Yes    |                      |
| Write-In Voting:   |        |                      |
| Write-in Voting: System default is a voting position identified for write-ins.                     | Yes    |                      |
| Write-in Voting: Without selecting a write in position.  | Yes    |                      |
| Write-in: With No Declared Candidates  | Yes    |                      |
| Write-in: Identification of write-ins for resolution at central count                              | Yes    |                      |
| Primary Presidential Delegation Nominations & Slates:  |        |                      |
| Primary Presidential Delegation Nominations: Displayed delegate slates for each presidential party | No     |                      |

| Feature/Characteristic   | Yes/No | Comment                                      |
|--|--------|--|
| Slate & Group Voting: one selection votes the slate.   | No     |  |
| Ballot Rotation:   |        |  |
| Rotation of Names within an Office; define all supported rotation methods for location on the ballot and vote tabulation/reporting   | Yes    |  |
| Straight Party Voting:   |        |  |
| Straight Party: A single selection for partisan races in a general election  | Yes    |  |
| Straight Party: Vote for each candidate individually   | Yes    |  |
| Straight Party: Modify straight party selections with crossover votes  | Yes    |  |
| Straight Party: A race without a candidate for one party   | Yes    |  |
| Straight Party: N of M race (where "N">1)  | Yes    |  |
| Straight Party: Excludes a partisan contest from the straight party selection  | Yes    |  |
| Cross-Party Endorsement:   |        |  |
| Cross party endorsements, multiple parties endorse one candidate.  | Yes    |  |
| Split Precincts:   |        |  |
| Split Precincts: Multiple ballot styles  | Yes    |  |
| Split Precincts: P & M system support splits with correct contests and ballot identification of each split   | Yes    |  |
| Split Precincts: DRE matches voter to all applicable races.  | Yes    |  |
| Split Precincts: Reporting of voter counts (# of voters) to the precinct split level; Reporting of vote totals is to the precinct level  | Yes    | It is possible to list the number of voters. |
| Vote N of M:   |        |  |
| Vote for N of M: Counts each selected candidate, if the maximum is not exceeded.   | Yes    |  |
| Vote for N of M: Invalidates all candidates in an overvote (paper)   | Yes    |  |
| Recall Issues, with options:   |        |  |
| Recall Issues with Options: Simple Yes/No with separate race/election. (Vote Yes or No Question)   | No     |  |
| Recall Issues with Options: Retain is the first option, Replacement candidate for the second or more options (Vote 1 of M)   | No     |  |
| Recall Issues with Options: Two contests with access to a second contest conditional upon a specific vote in contest one. (Must vote Yes to vote in 2 <sup>nd</sup> contest.)  | No     |  |
| Recall Issues with Options: Two contests with access to a second contest conditional upon any vote in contest one. (Must vote Yes to vote in 2 <sup>nd</sup> contest.)   | No     |  |
| Cumulative Voting  |        |  |
| Cumulative Voting: Voters are permitted to cast, as many votes as there are seats to be filled for one or more candidates. Voters are not limited to giving only one vote to a candidate. Instead, they can put multiple votes on one or more candidate. | No     |  |
| Ranked Order Voting  |        |  |
| Ranked Order Voting: Voters can write in a ranked vote.  | No     |  |

| <b>Feature/Characteristic</b>  | <b>Yes/No</b> | <b>Comment</b> |
|--|---------------|----------------|
| Ranked Order Voting: A ballot stops being counting when all ranked choices have been eliminated  | No            |                |
| Ranked Order Voting: A ballot with a skipped rank counts the vote for the next rank.   | No            |                |
| Ranked Order Voting: Voters rank candidates in a contest in order of choice. A candidate receiving a majority of the first choice votes wins. If no candidate receives a majority of first choice votes, the last place candidate is deleted, each ballot cast for the deleted candidate counts for the second choice candidate listed on the ballot. The process of eliminating the last place candidate and recounting the ballots continues until one candidate receives a majority of the vote | No            |                |
| Ranked Order Voting: A ballot with two choices ranked the same, stops being counted at the point of two similarly ranked choices.  | No            |                |
| Ranked Order Voting: The total number of votes for two or more candidates with the least votes is less than the votes of the candidate with the next highest number of votes, the candidates with the least votes are eliminated simultaneously and their votes transferred to the next-ranked continuing candidate.   | No            |                |
| Provisional or Challenged Ballots  |               |                |
| Provisional/Challenged Ballots: A voted provisional ballots is identified but not included in the tabulation, but can be added in the central count.   | Yes           |                |
| Provisional/Challenged Ballots: A voted provisional ballots is included in the tabulation, but is identified and can be subtracted in the central count  | Yes           |                |
| Provisional/Challenged Ballots: Provisional ballots maintain the secrecy of the ballot.  | Yes           |                |
| Overvotes (must support for specific type of voting system)  |               |                |
| Overvotes: P & M: Overvote invalidates the vote. Define how overvotes are counted.   | Yes           |                |
| Overvotes: DRE: Prevented from or requires correction of overvoting.   | Yes           |                |
| Overvotes: If a system does not prevent overvotes, it must count them. Define how overvotes are counted.   | Yes           |                |
| Overvotes: DRE systems that provide a method to data enter absentee votes must account for overvotes.  | Yes           |                |
| Undervotes   |               |                |
| Undervotes: System counts undervotes cast for accounting purposes  | Yes           |                |
| Blank Ballots  |               |                |
| Totally Blank Ballots: Any blank ballot alert is tested.   | Yes           |                |
| Totally Blank Ballots: If blank ballots are not immediately processed, there must be a provision to recognize and accept them  | Yes           |                |
| Totally Blank Ballots: If operators can access a blank ballot, there must be a provision for resolution.   | Yes           |                |
| Networking   |               |                |
| Wide Area Network – Use of Modems  | No            |                |
| Wide Area Network – Use of Wireless  | No            |                |



| <b>Feature/Characteristic</b>             | <b>Yes/No</b> | <b>Comment</b>   |
|---|---------------|--|
| Local Area Network – Use of TCP/IP        | No            |  |
| Local Area Network – Use of Infrared      | No            |  |
| Local Area Network – Use of Wireless      | No            |  |
| FIPS 140-2 validated cryptographic module | Yes           |  |
| Used as (if applicable):                  |               |  |
| Precinct counting device                  | Yes           | DS200, ExpressTouch, ExpressVote HW2.1, ExpressVote XL |
| Central counting device                   | Yes           | DS450 and/or DS850                                     |

### Baseline Certification Engineering Change Order's (ECO)

There are not any ECO's certified with the voting system.

# APPENDIX C – MISSOURI SECRETARY OF STATE CERTIFICATION





**JOHN R. ASHCROFT**  
SECRETARY OF STATE  
STATE OF MISSOURI

JAMES C. KIRKPATRICK  
STATE INFORMATION CENTER  
(573) 751-4936

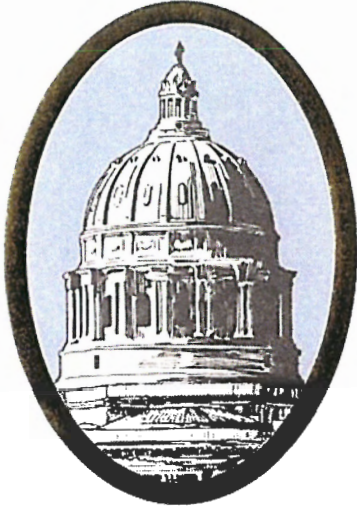
ELECTIONS DIVISION  
(573) 751-2301

To: Mark Manganaro, Election Systems & Software, LLC  
From: Chrissy Peters, Director of Elections  
Re: Certificate of Qualification for EVS 6.0.2.0 Voting System  
Date: February 8, 2019

Enclosed is the certificate of qualification for the EVS 6.0.2.0 Voting System and the regulations concerning the election authority's certification statement and escrow of source code.

If we can be of any further assistance, feel free to contact us.

Enclosures



# STATE OF MISSOURI

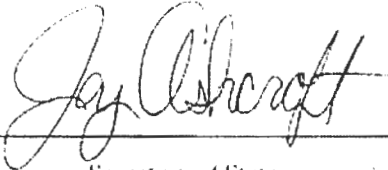
## Office of Secretary of State

APPROVAL NO. 2019-01  
Election Systems & Software's EVS 6.0.2.0 Voting System

### QUALIFICATION OF AUTOMATED VOTING EQUIPMENT FOR SALE AND USE

I, John R. Ashcroft, Secretary of State of the State of Missouri, having reviewed the observations of the Missouri Automated Voting Equipment Qualification Committee, the Application for Qualification, and the manufacturer's compliance with 15 CSR 30-10.020, have determined that Election Systems & Software's EVS 6.0.2.0 Voting System, as certified by the U.S. Election Assistance Commission, meets state criteria under Section 115.225, RSMo, and have this date granted approval of the sale and use in Missouri of Election Systems & Software's EVS 6.0.2.0 Voting System, as certified by the U.S. Election Assistance Commission, minus the ExpressVote XL and the option to use the ExpressVote as a tabulator.

IN TESTIMONY WHEREOF, I  
hereunto set my hand and affix the  
Seal of my office in the City of  
Jefferson, State of Missouri, this 8<sup>th</sup>  
day of February, 2019.

  
*Secretary of State*





15 CSR 30-10—ELECTED OFFICIALS

Division 30—Secretary of State

1, 2006, expired Feb. 22, 2007. Amended: Filed June 21, 2006, effective Dec. 30, 2006.

"Original in R.S. 115 225, RSMo 1987, amended 1987, 1995, 2002"

15 CSR 30-10.020 Certification Statements for New or Modified Electronic Voting Systems

PURPOSE: This rule provides that voting machine manufacturers file an initial affidavit stating that the voting machine complies with all applicable rules and laws and a second affidavit stating that when any changes are made in the system the voting machine's ability to continue to comply with the applicable rules and laws will not be affected and that voting machine manufacturers deposit into an escrow account the source code for each version of their voting system qualified for sale and use in Missouri.

(1) As a prerequisite to approval from the secretary of state, each manufacturer or supplier of electronic voting systems or equipment shall have completed and submitted to the secretary of state a certification statement in substantially the same form as contained in section (5), and shall have received certification from an independent testing authority approved by the secretary of state.

(2) Beginning on July 1, 2006, when no amendments have been made to an approved system or machine subsequent to qualification, the manufacturer or supplier shall notify the secretary of state that no amendments have been made on a semi-annual basis on January 1 and July 1 starting on the notification date immediately following approval.

(3) As a prerequisite to approval from the secretary of state, each manufacturer or supplier of electronic voting systems or equipment shall execute an escrow agreement with an escrow agent for the manufacturer's source code for each system fully qualified by the Office of the Secretary of State. At a minimum, the agreement must:

- (A) Identify an escrow agency;
(B) Provide the software source code for all voting system components in a minimum of two (2) formats (one (1) human readable and one (1) machine readable) to the escrow agent;
(C) Provide the software documentation to the escrow agent;
(D) Contain a statement confirming that the state of Missouri will, within seven (7) days of the occurrence of one of the following events, receive full access to the source code

and unlimited rights to continue using and supporting the software at no cost to the state or the agency should the manufacturer:

- 1. Become insolvent; or
2. Make a general assignment for the benefit of creditors; or
3. File a voluntary petition of bankruptcy; or
4. Suffer or permit the appointment of a receiver for its business or assets; or
5. Become subject to any proceeding of bankruptcy or insolvency law, whether foreign or domestic; or
6. Wind up or liquidate its business voluntarily or otherwise and the state has reason to believe that the vendor will fail to meet future obligations; or
7. Discontinue support of the provided products or fail to support the products in accordance with its maintenance obligations and warranties;

(E) Contain a statement agreeing to notify in writing the Independent Testing Authority (ITA) that certified the system, giving the state of Missouri full access to "final build," records and test results related to the certification tests at no charge to the state; and

(F) Contain a statement agreeing that the escrow will stay in place as long as the system is used in Missouri, at no cost to the state.

(4) If any modification, deletion or improvement to approved voting or tabulating equipment, procedures or systems is made, the manufacturer, programmer or supplier shall notify the secretary of state and a certification amendment statement shall be submitted.

(A) No certification need be submitted if one (1) of the following conditions are met:

- 1. The equipment is not a device which--
A. Converts the intent of the voter into a data string, as an example, a card reader or scanner;
B. Changes, interprets, converts, modifies or records the data string being transmitted from the ballot counter; or
C. Manipulates data or the results of any data conversion into a report exclusive of the printer; or
2. The software only monitors system operation.
(B) Certificates from the software supplier or programmer shall always be submitted in the following cases when the additions could be used during the tabulating process:
1. Installation of a new release of system software, utilities software, or both;
2. Installation of new or expanded central processing units;

3. Installation of additional random access or read only memory (RAM or ROM); and

4. Installation of additional magnetic, electronic or optical data storage units.

(C) All systems installed as of January 1, 1987 are approved in the configuration that existed as of that date.

(5) Manufacturer's certification statement shall be completed substantially as the example which follows:

MANUFACTURER'S CERTIFICATION STATEMENT

I, \_\_\_\_\_, president of \_\_\_\_\_ (electronic voting systems company) do hereby certify to \_\_\_\_\_ Secretary of State of Missouri that the \_\_\_\_\_ electronic voting (name of equipment) system will permit in accordance with section 115 225, RSMo:

- 1. Voting in absolute secrecy;
2. Each elector to vote at any election for all persons and offices for whom and for which s/he is lawfully entitled to vote;
3. The automatic tabulating equipment to be set to reject all votes for any office or on any measure except write-in votes when the number of votes exceeds the number the voter is entitled to cast;
4. Each elector to vote for as many persons for an office as s/he is entitled to vote for;
5. Each elector to vote for or against any questions upon which s/he is entitled to vote; and to vote, by means of a single device, where applicable, for all candidates of one (1) party or to vote a split ticket as s/he desires;
6. Each elector, at presidential elections, by one (1) punch or mark, to vote for the candidate of that party for president, vice-president and their presidential electors; and
7. The \_\_\_\_\_ electronic voting system complies with all other requirements of the election laws of the state of Missouri where they are applicable.

(Briefly describe the type of electronic voting system provided by \_\_\_\_\_

the means by which it meets the requirements of provisions 1.-6., and list the areas in which the system is in use.)

I do hereby certify that the above information is true and accurate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(President)



\_\_\_\_\_  
(Name of Company)

The above signator appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and did personally sign this affidavit.

\_\_\_\_\_  
(Notary)

My commission expires \_\_\_\_\_.

(6) Compliance with this certification statement will assist this office when approval is requested for use of electronic voting systems in this state. After receiving this information, the secretary of state will schedule a meeting with the election official making the request to use electronic equipment and representatives of the voting equipment company to discuss approval of its use in Missouri.

(7) The certification amendment statement shall be completed substantially as the example which follows.

**AMENDMENT TO CERTIFICATION STATEMENT**

I, \_\_\_\_\_  
(Name)

\_\_\_\_\_, of \_\_\_\_\_  
(Office)

\_\_\_\_\_, do hereby certify  
(Company)

to \_\_\_\_\_, Secretary of State of Missouri, that the change outlined here will not affect the accuracy or legal operational requirements as outlined in section 115.225, RSMo or

\_\_\_\_\_  
(Product Name and Version)

\_\_\_\_\_  
(Briefly describe the change.)

\_\_\_\_\_  
(Signature)

The above signator appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and did personally sign this affidavit.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Notary)

My commission expires \_\_\_\_\_.

(8) No change in system software, utilities software, or both, may be made within six (6) weeks prior to an election in which the autom-

ated tabulating equipment will be used for the tabulating of ballots. In the event that system software, utilities software, or both, is to be changed within thirty (30) days after any election in which the automated tabulating equipment is used for the tabulating of ballots, the election authority shall have copies made of the original system software, utilities software, or both, and those copies shall be stored in the same manner as the ballots counted in that election.

*AUTHORITY:* section 115.225, RSMo Supp. 2005.\* Original rule filed March 21, 1972, effective April 10, 1972. Amended: Filed April 7, 1978, effective July 13, 1978. Emergency amendment filed Oct. 5, 1982, effective Nov. 2, 1982, expired Feb. 2, 1983. Amended: Filed Oct. 5, 1982, effective Feb. 11, 1983. Amended: Filed Dec. 15, 1986, effective Feb. 28, 1987. Rescinded and readopted: Filed Aug. 8, 2001, effective March 1, 2002. Emergency amendment filed June 21, 2006, effective July 1, 2006, expired Feb. 22, 2007. Amended: Filed June 21, 2006, effective Dec. 30, 2006.

\*Original authority: 115.225, RSMo 1977, amended 1981, 1985, 2002.

**15 CSR 30-10.025 Election Authority's Certification Statement**

*PURPOSE:* This rule provides a method by which the election authority and the secretary of state are assured that the systems being purchased are approved for use in Missouri.

(1) No election authority shall authorize payment for software or hardware used for the tabulation of ballots unless the following actions have been taken:

(A) They shall have on file in their office a copy of the letter of authorization from the secretary of state to the manufacturer of the equipment, software, or both, being purchased which states that the equipment, software, or both, is approved for use in Missouri, and

(B) They shall have filed with the elections division of the Secretary of State's office a sworn statement that they do have the letter referenced in section (S) in their file and they believe that the software, equipment, or both, purchased is the same as that approved by the secretary of state.

*AUTHORITY:* section 115.225, RSMo 1986.\* Original rule filed Dec. 15, 1986, effective Feb. 28, 1987.

\*Original authority: 115.225, RSMo 1977.

**15 CSR 30-10.030 Voter Education and Voting Device Preparation**

*PURPOSE:* This rule provides for the conduct of voter education and voting device preparation.

*PUBLISHER'S NOTE:* The secretary of state has determined that the publication of the entire text of the material which is incorporated by reference as a portion of this rule would be unduly cumbersome or expensive. Therefore, the material which is so incorporated is on file with the agency who filed this rule, and with the Office of the Secretary of State. Any interested person may view this material at either agency's headquarters or the same will be made available at the Office of the Secretary of State at a cost not to exceed actual cost of copy reproduction. The entire text of the rule is printed here. This note refers only to the incorporated by reference material.

(1) Before elections in which an electronic voting system is to be used for the first time, the election authority shall conduct a public information program to acquaint voters who will be using the system with the manner in which ballots are voted and counted.

(2) **Note Recording Preparation—Polling Place.** In addition to those supplies required for the conduct of elections generally, the election authority shall cause to have prepared and delivered to each polling place using the electronic voting system no later than forty-five (45) minutes prior to the opening of the polls, a sufficient quantity of the following:

(A) Each polling place in a primary or general election shall be provided with at least one (1) voting device for each one hundred fifty (150) registered voters. A sufficient number of machines shall be provided for other elections. There shall always be one (1) extra specimen voting device per polling place for use in the instruction of voters. Exceptions to this regulation for specific elections may be granted upon application therefor to the secretary of state. In primary elections there shall be at least one (1) voting device for each eligible political party or ticket. The voting devices shall be put in order, set, adjusted and ready for voting when delivered to the polling places;

(B) Ballot label assemblies for use on voting devices requiring ballot labels, in the format approved by the secretary of state, properly sequenced, mounted in each voting device supplied. The type of election and the date of election shall be plainly marked on



the front cover of each ballot label assembly. In preparing a voting device for an election, it shall be arranged so that it will in every particular case meet the requirements for voting and counting at that election:

(C) Ballot cards in the form required for processing by the electronic data processing equipment. The number of ballot cards supplied shall be sufficient to comply with section 115.247, RSMo;

1. The ballot card shall be in the format approved by the secretary of state. In the case of ballot cards of the 5081 size, the ballot stub and the ballot card shall not contain any common identifying mark, number or symbol which would permit them to be matched after having been detached in the voting process. Systems using larger sheets for ballot cards shall likewise be void of matching marks.

2. All arrows on the ballot label indicating where a voter may mark to designate his/her vote shall point to the center of the appropriate hole in the mask or the proper area for marking. All play in the ballot label of the 5081 size cards shall be limited so that the point of the arrow always points to the hole.

3. Demonstration ballot cards of a distinctive color, clearly marked for demonstration for use in the instruction voting device to educate the voter in the use of the system shall be supplied in such number as may be determined by the election authority.

4. Sample ballots, demonstration ballot cards or ballot labels which shall be exact copies of the official ballots except for wording indicating the sample status of the sheet.

5. All ballot cards shall be delivered to the polling places in a sealed package or container:

(D) Envelopes, sufficient in size to cover the voting area of the ballot card, if ballot cards of the 5081 format are used, made of stiff paper into which the ballot card is inserted by the voter after voting. The envelope shall cover the voting area of the ballot card and shall be of sufficient width to prevent insertion into a voting device. Ballot envelopes shall contain space so that the voter may cast write-in votes, if allowable for that election. The number of ballot envelopes shall equal the number of ballot cards supplied. Envelopes shall not be required in systems where the voter inserts the ballot card into the electronic counting device him/herself;

(E) Paper ballots, if any part of the election is to be voted on paper ballots;

(F) Ballot boxes as required by general election law;

(G) A transfer case sufficiently large to hold, transfer to the counting location from

the polling place and store the ballot cards which have been voted in a polling place and the spoiled ballots envelope. The transfer case shall be constructed of metal and sealed with a numbered nonreusable seal;

(H) Envelopes and containers in which to enclose voted paper ballots, if used; spoiled ballot cards; envelopes; unused paper ballots; and unused ballot cards;

(I) A ballot card certificate, in the form set out with this rule, together with an envelope addressed to the election authority;

(J) Two (2) sample ballots of each ballot type to be voted on in the polling place;

(K) Pencils, seals and any other supplies and forms deemed necessary; and

(L) *Instruction Guide for Election Judges and Clerks* issued by the secretary of state.

*AUTHORITY: section 115.225, RSMo 1986.\* Original rule filed March 31, 1972, effective April 10, 1972. Amended: Filed Sept. 15, 1972, effective Sept. 25, 1972. Emergency rescission filed Oct. 5, 1982, effective Nov. 2, 1982. Emergency rule filed Oct. 5, 1982, effective Nov. 2, 1982, expired Feb. 2, 1983. Rescinded and readopted. Filed Oct. 5, 1982, effective Feb. 11, 1983.*

*\*Original authority: HS 225, RSMo 1977.*

# APPENDIX E – ES&S SECURE DATA PROTOCOLS





# SECURE DATA PROTOCOLS

## Security Features Employed by ES&S to Protect Election Data

At ES&S we understand and appreciate the importance of protecting all aspects of the election process – this includes adherence to secure practices that surround the creation, transfer, and storage of important election files and data. ES&S products employ encryption and digital signing for all data-in-transit using cryptographic modules that meet the Federal Information Processing Standard 140-2 (FIPS 140-2).

All Vote by Mail and Pollbook Programming file inputs and outputs are handled through a Secure File Transfer (SFT) site. Customer data is entered into dedicated internal standalone servers. Specific permissions are required to access this data including:

- Secure system controls that ensure only associates with specific permissions are allowed access
- Established security permission protocols and recurring reviews
- Required management approval for all system access requests and changes

All Tabulation Programming data is stored securely on an internal dedicated server, utilizing the same permission controls noted above. Election definition media file access is tightly controlled and only distributed to the customer in one of two ways:

- **Physical media** is created from secure certified systems that are not connected to the internet. Although air-gapped from the internet, these systems are still protected with security patches and anti-virus definitions. Physical media is tested for accuracy in controlled environments only accessible to thoroughly screened employees with security clearance and is shipped to customers with tracking enabled. To ensure the integrity of the physical media, a test deck of ballots and expected results are provided. It allows customers to validate those results on-site to confirm they are in sync with what was tested at ES&S.
- **File Transfer** of media files is provided to customers through an encrypted Secure File Transfer (SFT) site. As the files move through our processes, they are hash validated to ensure the files have not been altered. Customers retrieve the data from the SFT site and move it to a secure internal certified standalone (not connected to the internet) server. Customers create their own media in-house using this air-gapped environment.

Customers using SFT are afforded security through the following processes:

- All data is encrypted on all file transfers;
- Complex passwords are required for all accounts;
- Accounts are automatically locked after a certain number of failed password attempts;
- All downloaded files are deleted on a recurring basis;
- All accounts (both internal and external) are vetted routinely, and strict access approval is enforced;
- Intrusion detection monitoring is enabled.

In all instances, and in all scenarios, the transfer of data, whether for Pollbook Programming, Tabulation Media or Vote by Mail, is always verified and validated through internal and public testing to ensure the accuracy and integrity of every election.

# APPENDIX F – ES&S STANDARD AGREEMENT

# APPENDIX G – PROJECT TEAM RESUMES



# APPENDIX G – PROJECT TEAM RESUMES

The Boone County project team will consist of the below team members. Following are resumes for each team member.

| <b>Principals &amp; Key Personnel</b> |                                      |
|---------------------------------------|--------------------------------------|
| <b>Name</b>                           | <b>Title</b>                         |
| Rob Wiebusch                          | Regional Sales Manager               |
| Roberta Shoemaker                     | Vice President of Account Management |
| Chris Kurland                         | Project/Account Manager              |
| Gary Jacobson                         | Manager of Field Services            |

**ROB WIEBUSCH – REGIONAL SALES MANAGER****REGIONAL SALES MANAGER**

Rob has more than four (4) years of experience focusing on various aspects of elections. He understands the importance of the entire election process and how each part plays a key role in a successful election.

Rob makes a difference to each unique customer by taking a tailored approach.

**QUALIFICATIONS**

- Two (2) years of experience with Innovation and Software Development
  - Rob championed several innovative products in the market such as Ballot Online, Election Night Reporting, ExpressPass and Election Insights. He sold, installed and supported these solutions for a wide range of customers.
- Two (2) years of experience with Sales Management throughout Missouri, Kentucky and New York
  - Meeting with and getting to know counties while learning their individual needs and state needs.
  - Formed strong relationships with counties of all sizes to help them transition to the world's most secure and advanced voting solutions.

**CURRENT RESPONSIBILITIES**

- Creating and maintaining customer relationships in the Commonwealth of Kentucky and the states of Missouri and New York in a continued effort to introduce and educate each jurisdiction on how we at ES&S are the best fit for a new partner in the election industry.

**ACCOMPLISHMENTS & EXPERTISE**

- Experience working with aspects of elections, providing a broad scope of experience.
- Complete understanding of what it takes to plan and run successful elections as the dedicated point of contact to multiple jurisdictions within a state.
- Full understanding of what it takes to implement a new system, create processes for said system and staff, and ultimately have a successful election.
- Manage, organize and provide a human touch to the relationship between ES&S and our individual counties for all election-related aspects.

**EDUCATION**

- United State Marine 1998-2002 (Once a Marine, Always a Marine)
- B.A. in Real Estate & Land Use Economics, University of Nebraska, Omaha, NE
- Straight Shot – Start Up Accelerator – Election Insights

**ROBERTA SHOEMAKER, PMP****VICE PRESIDENT, ACCOUNT MANAGEMENT**

Roberta has more than 20 years of election industry experience with ES&S. She has proven herself to be a leader and builder of high-performance teams that deliver on-time solutions to clients and customers.

As a certified Project Management Professional (PMP), Roberta is skilled in election planning, pre-election, Election Day, and post-election processes. She is experienced in documenting project objectives, managing budgets, leading large teams, and planning and adapting infrastructure to successfully meet goals.

**QUALIFICATIONS**

- ✔ Certified Project Management Professional
- ✔ Six Sigma Green Belt Certified
- ✔ Proficient with Microsoft Office suite of products

**CURRENT RESPONSIBILITIES**

As the ES&S Western Region Vice President, Roberta oversees 17 account managers, project managers and their assigned states. She is responsible for client services, including building and maintaining relationships with clients and new contract implementation and ongoing services to full-service tabulation clients.

**ES&S ACCOMPLISHMENTS & EXPERTISE**

- ✔ Vice President, Account Management (2017-Present)
- ✔ Director, Account Management (2015-17)
- ✔ Senior Project Manager (2014-15)
- ✔ Borough Manager, Brooklyn, NY (2011-13)
- ✔ Vice President, Election Services (2005-11)
- ✔ Program Management, Analyst (2004-05)
- ✔ Project Manager, Implementation (2003-04)
- ✔ Technical Documentation Manager (1998-2003)
- ✔ Director of Marketing (1996-98)

## EDUCATION

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- ✔ University of Nebraska Omaha, BSBA

## RELEVANT EXPERIENCE

---

- ✔ Provides services to more than 2,500 clients nationally while maintaining the highest levels of customer satisfaction, including large projects for the City of New York; Will County, Illinois; Kanawha and Jefferson counties, West Virginia; City of Chicago; and Marion County, Indiana
- ✔ Oversees client interactions, including project management, contract management, staffing, training, on-site service coordination, cross-functional coordination of deliverables, sales support, business development inclusive of product and service sales, pricing, and resources planning
- ✔ Creates and maintains project plans associated with hardware or software installations or upgrades
- ✔ Determines resource needs for project support
- ✔ Manages customer expectations and serves as customer liaison throughout the implementation lifecycle
- ✔ Completes risk assessment for projects
- ✔ Leverages industry-leading methodologies and best practices to accelerate project delivery where appropriate
- ✔ Plans and manages the periodic (daily, weekly, monthly, etc.) project status and management meetings, activity tracking, and reporting
- ✔ Provides leadership, direction, and vision for current and future projects; works with various cross-departmental teams to ensure all project stakeholders and participants are informed and enabled to complete their responsibilities within the overall projects and their respective timeframes
- ✔ Analyzes current processes, develops plans for improvements, and implements solutions with the goal of seeking continuous improvement through all phases of the product or upgrade implementation
- ✔ Identifies, analyzes and implements new systems, technologies and methodologies while staying informed on current trends and innovative practices that may help improve efficiencies and/or quality
- ✔ Directs a team of 45 associates throughout four (4) states in planning, designing, and implementing election events
- ✔ Leads strategic initiatives and process improvements across all business and functional areas, focusing on improving quality, service, and operational effectiveness

**CHRISTOPHER KURLAND**



**ACCOUNT MANAGER**

For more than 5 years, Chris has supported elections for the states of Missouri and Kansas.

Chris has 8 years of project management experience, leading implementations and playing a pivotal role in more than 20 successful system implementations, election training, support, equipment testing onsite for a variety of ES&S products.

**QUALIFICATIONS**

- Eight-plus years of experience in the election industry, all of which have been with ES&S
- Implemented new election systems in more than 20 accounts across Missouri and Kansas
- Highly skilled in all phases of election processes, including project management, technical service, training, and customer support

**CURRENT RESPONSIBILITIES**

- Overseeing and handling all customer service and project management needs for the states of Missouri and Kansas
- Assist sales representatives and managers with product demonstrations and new product implementations
- Responsible for all training and continuing education for the states of Missouri and Kansas

**ACCOMPLISHMENTS & EXPERTISE**

- Develop initiatives and direction designed to improve and maintain the quality of project and account services to help ensure customer satisfaction
- Analyze and monitor customer needs and expectations
- Provided election support in eight states – Missouri, Kansas, New York, Florida, Texas, Montana, West Virginia, and Washington

**EDUCATION**

- University of Nebraska Omaha



**GARY JACOBSEN****REGIONAL MANAGER, FIELD SERVICES**

For the past 15 years, Gary has worked for ES&S as a Field Services Technician, an Account Manager, and a Field Services Supervisor. He currently serves as a Regional Field Services Manager. Gary currently has 17 technicians who report directly to him.

He plays an integral role in the successful installation and service of all types of voting equipment as well as Election Support throughout the United States and Canada.

**PROFESSIONAL QUALIFICATIONS**

- ✔ Maintains and supports ES&S products and systems
- ✔ Skilled at hardware and software troubleshooting and repair
- ✔ Creates territory plans for maintenance coverage
- ✔ Assigns technicians to customer base and territory plan
- ✔ Provides training to ES&S Field Services Technicians and Contractors
- ✔ Communicates with the Vice President of Field Services, National Field Services Manager, Inventory Group, Manufacturing Group, Regional Sales Managers and Customer Service Managers regarding contract activity in the region he manages
- ✔ Provides technical consulting regarding election processing for internal and external customers

**ACCOMPLISHMENTS & EXPERTISE**

- ✔ Recipient of numerous “On the Spot Awards” and recent recipient of the “Live Above the Line” Award
- ✔ Customers request his services both domestically and international
- ✔ Worked in the Account Management Department for two years, managing 13 counties in the state of Texas
- ✔ Statewide implementation of new equipment in New Mexico
- ✔ Performed acceptance testing and training in New York
- ✔ Served as Lead Tech on all projects in Cuyahoga County, Ohio, for the past 7+ years

**EDUCATION**

- ✔ High School Diploma

# APPENDIX H – REFERENCES



# APPENDIX H - REFERENCES

## REFERENCES

**6.11 References:** Provide references for similar work that your company has provided within the last three (3) years. Include a detailed description of the services, the agency or firm names, contact names and phone numbers, and dates of services provided.

### ES&S RESPONSE

#### Reference 1

##### LACLEDE COUNTY, MISSOURI

Laclede County Courthouse

200 N. Adams Ave.

Lebanon, MO 65536-3046

Ms. Glenda Mott

**CONFIDENTIAL** Phone: 417.532.5471

**CONFIDENTIAL** Fax: 417.588.9288

**CONFIDENTIAL** [clerk@lacledecountymissouri.org](mailto:clerk@lacledecountymissouri.org)

Length of time doing business with: 16 years

#### Type of work performed

Following a carefully-designed project plan, the county easily made the transition from legacy ES&S voting equipment to 21 DS200 precinct tabulators and 46 ExpressVote universal voting systems. After conducting its first successful election with new equipment in early 2017, county officials expanded their ExpressVote inventory because of its popularity amongst both voters and poll workers. This county serves as a model for other Missouri jurisdictions in that it is taking a long-term approach to significantly save on ballot printing costs over the life of equipment ownership.

#### Reference 2

##### JOHNSON COUNTY, MISSOURI

Johnson County Courthouse

300 N. Holden Street

Warrensburg, MO 64093-1708

Ms. Diane Thompson

Enhancing the Boone County Election Process

**CONFIDENTIAL** Phone: 660.747.6161

**CONFIDENTIAL** Fax: 660.747.9332

**CONFIDENTIAL** [dthompson@jococourthouse.com](mailto:dthompson@jococourthouse.com)

Length of time doing business with: 1 year for tabulation, 11 years for electronic pollbook

### Type of work performed

Working in collaboration with the county, ES&S completed a successful implementation of 12 DS200 precinct tabulators, 29 ExpressVote universal voting systems, and 54 electronic pollbooks. Since installation, the County has had four successful elections with its new equipment.

### Reference 3

#### SEDGWICK COUNTY, KANSAS

Sedgwick County Election Office

510 N. Main Street, Suite 101

Wichita, KS 67203-3769

Ms. Tabitha Lehman

**CONFIDENTIAL** Phone: 316.660.7100

**CONFIDENTIAL** Fax: 316.660.7125

**CONFIDENTIAL** [tabitha.lehman@sedgwick.gov](mailto:tabitha.lehman@sedgwick.gov)

Length of time doing business with: 8 years

### Type of work performed

Sedgwick County officials followed a carefully-designed project plan that went from contract negotiations through the initial election. This process allowed for all deadlines to be met through the effective use of resources. The ES&S field service department installed and tested all equipment upon delivery, ES&S network services installed the computer network and software, and ES&S trainers led users through all hardware and software courses. ES&S partnered with the county to perform Logic and Accuracy testing to ensure a smooth installation. All told, 900 ExpressVote units, 200 DS200s, and the full Electionware suite with a 5-PC network were installed. The county has had six successful elections since January 2017 at 74 polling sites and 16 early voting locations.

### Reference 4

#### KANSAS CITY, MISSOURI

30 W Pershing Road

Union Station Suites 610 & 2800

Kansas City, MO 64108

Enhancing the Boone County Election Process

Mr. Shawn Keiffer and/or Ms. Lauri Ealom

**CONFIDENTIAL** Phone: 816.842.4810

**CONFIDENTIAL** Fax: 816.472.4960

**CONFIDENTIAL** [shawn@kceb.org](mailto:shawn@kceb.org)

Length of time doing business with: 7 months

#### Type of work performed

Following a carefully-designed project plan, ES&S implemented and provided training and support for 140 DS200 precinct tabulators, 175 ExpressVote universal voting systems, one DS450 central tabulator, and two (2) Balotar ballot-on-demand printers for first use on April 3, 2018.

#### Reference 5

##### GREENE COUNTY, MISSOURI

Greene County, Missouri

940 N Boonville, Room 113

Springfield, MO 65802

Mr. Shane Shoeller, County Clerk

**CONFIDENTIAL** Phone: 417.860.4055

**CONFIDENTIAL** [sschoeller@greencountymo.gov](mailto:sschoeller@greencountymo.gov)

Length of time doing business with: 9 months

#### Type of work performed

Following a carefully-designed project plan, ES&S implemented and provided training and support for 120 DS200 precinct tabulators and 105 ExpressVote universal voting systems with a first use on April 3, 2018.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/29/2019

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><br>Aon Risk Services Central, Inc.<br>Omaha NE Office<br>11213 Davenport<br>Suite 201<br>Omaha NE 68154 USA | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): (402) 697-1400      FAX (A/C. No.): (402) 697-0017 |       |
|   | <b>E-MAIL ADDRESS:</b>   |       |
| <b>INSURED</b><br>Election Systems & Software, LLC<br>11208 John Galt Blvd<br>Omaha NE 68137 USA                            | <b>INSURER(S) AFFORDING COVERAGE</b>   |       |
|   | <b>INSURER A:</b> Trumbull Insurance Company   | 27120 |
|   | <b>INSURER B:</b> Hartford Casualty Insurance Co   | 29424 |
|   | <b>INSURER C:</b> Twin City Fire Insurance Company   | 29459 |
|   | <b>INSURER D:</b> Illinois National Insurance Co   | 23817 |
|   | <b>INSURER E:</b><br><b>INSURER F:</b>   |       |

**COVERAGES**      **CERTIFICATE NUMBER: 570075649369**      **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. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER          | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|------------------------|-------------------------|-------------------------|---|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER:   |           |          | 41 UUN ZT9907          | 10/01/2018              | 10/01/2019              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> \$1,000 Comp. Ded<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> \$1,000 Coll. Ded. |           |          | 41 UUN ZT9907          | 10/01/2018              | 10/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000   |           |          | 41XHUZT9858            | 10/01/2018              | 10/01/2019              | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$1,000,000  |
| C        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | 41WEAB9NF1             | 10/01/2018              | 10/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE-EA EMPLOYEE \$500,000<br>E.L. DISEASE-POLICY LIMIT \$500,000  |
| D        | E&O-PL-Primary   |           |          | 018430693<br>E&O/Cyber | 10/01/2018              | 10/01/2019              | Limit \$10,000,000<br>SIR \$100,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Boone County, MO RFP.  
 County of Boone, Missouri is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

**CERTIFICATE HOLDER**

**CANCELLATION**

|  |   |
|--|---|
| County of Boone, Missouri<br>C/O Purchasing Department<br>613 E. Ash Street<br>Columbia MO 65201 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Aon Risk Services Central, Inc.</i> |
|--|---|

Holder Identifier :

Certificate No : 570075649369



# ADDITIONAL REMARKS SCHEDULE

|   |           |   |  |
|---|-----------|---|--|
| AGENCY<br>Aon Risk Services Central, Inc.             |           | NAMED INSURED<br>Election Systems & Software, LLC |  |
| POLICY NUMBER<br>See Certificate Number: 570075649369 |           |   |  |
| CARRIER<br>See Certificate Number: 570075649369       | NAIC CODE | EFFECTIVE DATE:                                   |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

workers' Compensation Underwriting Co.

Hartford Casualty Insurance Company:  
 Illinois

Hartford Underwriters Insurance Company:  
 Missouri  
 New Jersey  
 North Carolina  
 Texas

Property & Casualty Insurance Company of Hartford:  
 Colorado  
 Alabama

Sentinel Insurance Company:  
 Iowa

Trumbull Insurance Company:  
 California  
 Nebraska

Twin City Fire Insurance Company:  
 Arizona  
 Arkansas  
 Florida  
 Georgia  
 Idaho  
 Indiana  
 Kansas  
 Kentucky  
 Maryland  
 Massachusetts  
 Michigan  
 Minnesota  
 Mississippi  
 New York  
 North Dakota  
 Ohio  
 Oklahoma  
 Oregon  
 Pennsylvania  
 Rhode Island  
 South Carolina  
 South Dakota  
 Tennessee  
 Utah  
 Vermont  
 Virginia  
 Washington  
 West Virginia  
 Wisconsin

# APPENDIX J – MARKETING MATERIALS







# ExpressVote®

## Universal Voting System as a Marker



Multilingual

Touch Screen and Display

Allows voters to easily make vote selections and review their selection.

ExpressVote

Instruction Panel

A visual guide that shows voters how to use the ExpressVote.

Card Slot

Where the voter inserts their card to activate selections.

Visual Aids

High contrast and zoom functionality.

Front Access Panel

Headphone jack, a port for a Sip-and-Puff device or two-position rocker switch, and Audio-Tactile Keypad make the unit ADA friendly.



Audio-Tactile Keypad

Enables ADA voters to control audio and navigate the ballot.

### ACTIVATING THE VOTE SESSION:

Election officials can configure the ExpressVote to best fit their needs. The voter receives an activation card to begin the process.

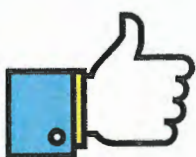
- If only one ballot style is programmed for the election, a blank card activates the vote session.
- Multiple ballot styles with a blank card prompt poll workers to select the correct ballot style for the voter.
- A card with an activation barcode displays the correct options for the voter if the election has multiple ballot styles.



# ExpressVote Key Features

As a marker, the ExpressVote handles the entire marking process, eliminating marginal marks and the need for voter mark interpretation. Voters utilize the touch screen to mark their vote selections, receiving a verifiable paper vote record upon completion. The ExpressVote is used during early voting or in precincts and vote centers on Election Day to serve every eligible voter, including those with special needs.

## EASY TO SET UP AND USE



The one-step startup and poll-closing procedure make the ExpressVote an ideal device for poll workers. The intuitive design offers streamlined simplicity for poll workers and election staff. The ExpressVote is also small, lightweight and easy to move.

## CONTROLLED AND REDUCED COSTS



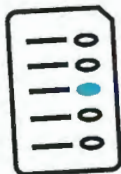
Traditional ballot printing costs can be significantly reduced by eliminating the need for pre-printed paper ballots. Voters activate their vote session, make their selections and receive a paper record to cast. This process consumes 70 percent less paper than traditional ballots.

## INNOVATIVE DESIGN



Voters review a summary page and can make changes before receiving their verifiable paper vote record. The ExpressVote prevents overvotes and undervoting with prompts and on-screen feedback. ExpressVote in marking mode neither stores nor tabulates vote counts. The system produces a verifiable paper record for each voter.

## VERIFIABLE PAPER RECORD



After all selections are made, a human- and machine-readable paper record is produced that includes text and an optical scan barcode. Votes are digitally scanned for tabulation on an ES&S DS200®, DS450® or DS850® device.

## SECURE



The ExpressVote Universal Voting System utilizes a variety of functions to ensure election data and cast vote records are secure. In its current certification as a marking device, no vote data is stored in the device. Its system functions are only executable during election events, in the manner and order intended by election officials performing their duties.



# ExpressVote®

## Universal Voting System as a Marker



Multilingual

Touch Screen and Display

Allows voters to easily make vote selections and review their selection.

Instruction Panel

A visual guide that shows voters how to use the ExpressVote.

Card Slot

Where the voter inserts their card to activate selections.

Visual Aids

High contrast and zoom functionality.

Front Access Panel

Headphone jack, a port for a Sip-and-Puff device or two-position rocker switch, and Audio-Tactile Keypad make the unit ADA friendly.



Audio-Tactile Keypad

Enables ADA voters to control audio and navigate the ballot.



### ACTIVATING THE VOTE SESSION:

Election officials can configure the ExpressVote to best fit their needs. The voter receives an activation card to begin the process.

- If only one ballot style is programmed for the election, a blank card activates the vote session.
- Multiple ballot styles with a blank card prompt poll workers to select the correct ballot style for the voter.
- A card with an activation barcode displays the correct options for the voter if the election has multiple ballot styles.





# DS200<sup>®</sup>

## *Precinct Scanner & Tabulator*



### *Protective Cover*

Cover has heavy-duty rubber seal to shelter DS200 from elements during transport.

### *Easy to Set Up*

Lid-up, power-on approach allows poll workers to easily open polls.

### *Touch Screen and Display*

Provides voters with instructions and immediate feedback. Tension bearings hold screen in place for custom positioning.

### *Ballot/Card Slot*

Voters cast both ballots and vote summary cards here; accommodates up to 19-inch ballots.

### *Auxiliary Ballot Compartment*

### *Main Ballot Compartment*

Easy, hassle-free storage of up to 2,500 ballots.

# 11

The number of 14-inch flat ballots processed per minute

# DS200 Key Features

The DS200 is a precinct-based scanner and vote tabulator equipped with the latest in ES&S' patented technology. Fully certified and compliant with EAC guidelines, the DS200 enhances the voting experience for voters and election officials alike. Our patented IMR™ and PTRAC® technology ensures even the most poorly marked ballots are read accurately and consistently — protecting voter intent. All of this is designed to make everyone's job easier.

## ACCURATE



The DS200 combines the ES&S-patented Intelligent Mark Recognition (IMR™) and patented Positive Target Recognition & Alignment Compensation (PTRAC®) systems to accurately track and pinpoint target locations. This technology accommodates ballots inserted at angles or with erroneous marks to uphold voter intent. This precision improves the reliability of elections.

## SECURE



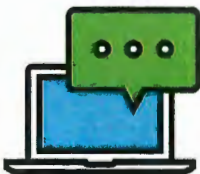
Like all ES&S tabulation equipment, the DS200 includes physical security features such as locking panels and security seals to secure sensitive components and election files, and a key-locked case for transport and shipping. The DS200 operating system controls, limits and detects unauthorized access to all critical data. The system also includes safeguards, such as data encryption and digital signatures, that help protect sensitive data and verify authenticity, including certification of all firmware.

## RELIABLE



Having both battery backup and thermal paper means you never have to worry about power outages or printer ink.

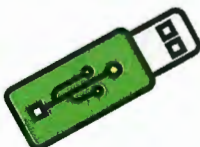
## COMPATIBLE



Works in conjunction with:

- ExpressVote® Universal Voting System
- Electionware® Election Management Software
- DS450® High-Throughput Scanner & Tabulator
- AutoMARK® Ballot Marking Device
- DS850® High-Speed Scanner & Tabulator
- Election Reporting Manager®

## COMPREHENSIVE



- Optional wireless modem results transfer with encryption
- Backup data storage
- Primary data storage device
- Data sent via Secure File Transfer Protocol (SFTP) server



# DS450<sup>®</sup>

## High-Throughput Scanner & Tabulator

### Touch Screen Display

Walks the operator through every step of the tabulation process.

### Patented IMR™ and PTRAC®

IMR™ and PTRAC® technology provides unparalleled accuracy that reduces time-consuming manual ballot adjudication.

### C-Curve

C-Curve efficiently transports ballots into the appropriate output bin.



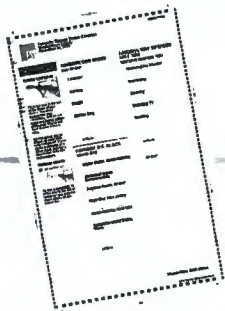
### Input Tray

### Output Bins

- Sorts ballots into:
- Counted
  - Requires Further Review
  - Write-Ins

### Paper Path Jam Management

LED light tracking feature enables easy management of ballot jams – prevents need to rescan entire batch.



# 72

The number of 14-inch flat ballots processed per minute

# DS450 Key Features

Customizable sorting is now more affordable than ever with the DS450 central scanner and tabulator. Process more ballots in less time, without stopping to sort overvotes, write-ins or blank ballots. ES&S sets the industry standard for high-speed scanners. The DS450 embodies the spirit of the DS850 while maintaining an efficient throughput along with affordability for jurisdictions.



## SECURE

System integrity and electronic audits make the DS450 part of the most dependable family of central vote scanners and tabulators in its class. Safeguards, such as data encryption and digital signatures, help protect sensitive data and verify authenticity, including certification of all firmware.



## FLEXIBLE

With three separate output bins, you can determine whether to outstack specific types of ballots for further review. Let the DS450 handle separating write-in votes, over-votes and blank ballots – all without missing a beat.



## ACCURATE

ES&S-patented IMR™ and PTRAC® technology ensures ballots are read accurately and consistently, protecting voter intent and minimizing manual adjudication.



## HIGH THROUGHPUT

Achieve faster sorts without stopping for each blank ballot with the DS450. It scans and sorts 14-inch double-sided ballots at 72 per minute into three output bins.



## FOLDED BALLOT PROCESSING

The DS450 is designed with a series of TruGrip™ rollers, which maintain constant contact with the ballot surface, ensuring quality control throughout the entire tabulation process.



# Electionware®

## Election Management System

### User Friendly

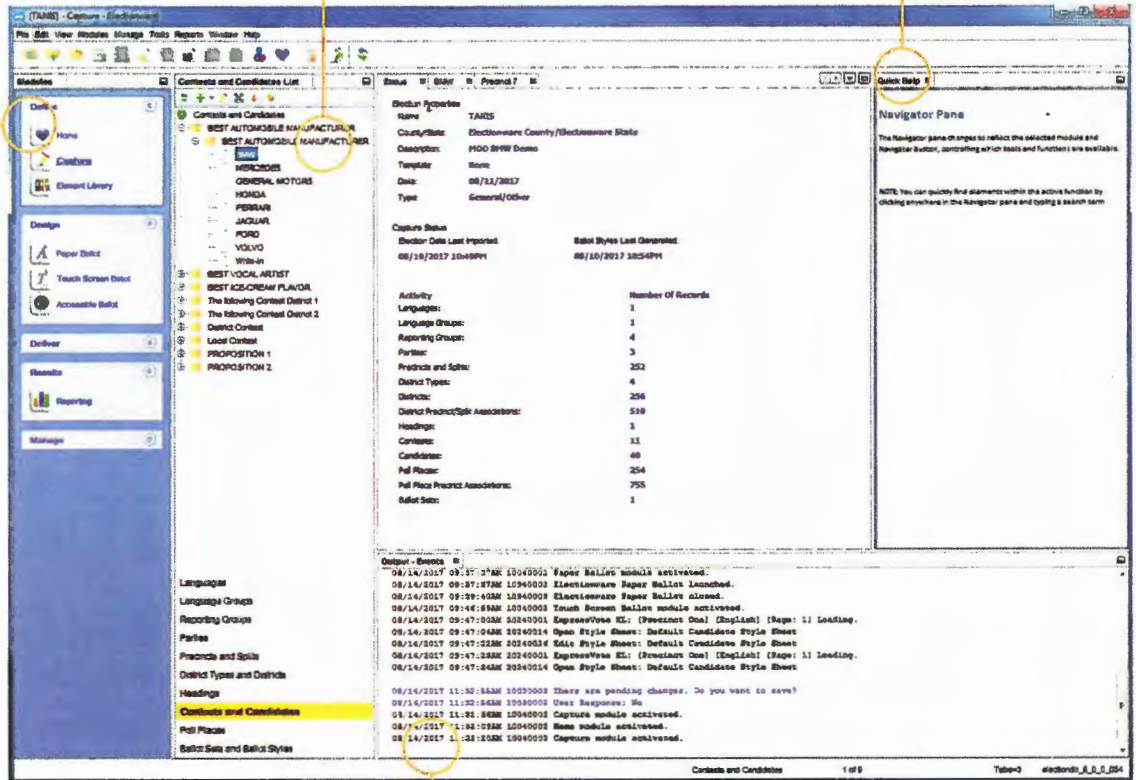
Navigator helps users access exactly what is needed in the current module.

### Quick Help

Context-sensitive Quick Help is available in all areas of Electionware.

### Easy End-to-End Workflow

Enables end-to-end election management, from data capture, ballot layout, and configuring equipment to loading and reporting results.



### Feedback

Flexible, yet powerful election management software guides user through the creation of the election, ensuring that all election data, security codes, and machine settings are added correctly to the election definition.

## ELECTION INTELLIGENCE

- Timely election data inquiries and reports
- Workflow management and error alerts
- Enforced data accuracy
- User customization
- Tracking of election media
- Live status indicators for incoming results

## PRODUCTIVITY

- Fast data import
- Reusable election and ballot layout templates
- Simple translation and audio file management
- Multiple simultaneous users
- Ballot image filtering, viewing and printing



# Electionware Key Features

Electionware is designed to accommodate the latest election trends, including early and overseas voting, ADA compliance, ballot adjudication, and Election Night reporting. Use Electionware to create an election information database, format ballots, program voting and ballot scanning equipment, count ballots, review ballot images, and report results. This agile election management system is the result of our nearly 40 years of election product research and development.

## SIMULTANEOUS MULTIUSER ACCESS



Multi-user Electionware functionality enables large jurisdictions to use authorized election personnel on a closed-network system simultaneously creating precinct media flash drives and entering information for the ES&S equipment and Electionware. Additionally, the multi-user functionality in Electionware allows multiple teams of election officials to work simultaneously on different elections.

## DATA SECURITY



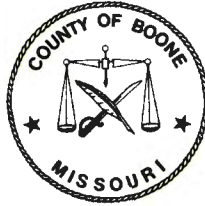
Electionware incorporates the latest in election security, including built-in audit controls, encrypted election data, and access level user credentials designed to keep election data safe and secure. Electionware is fully compliant with EAC guidelines for usability, accessibility and security requirements. The Equipment Security feature creates security codes that control access to voting equipment. All election media USB flash drives contain encryption specific to the current election and equipment type.

## ROBUST



Electionware manages nearly 10,000 ballot styles and precincts; supports myriad languages; manages and deploys multiple levels of security. One database for multiple equipment types provides election-wide uniformity and compliance, as well as less room for human error.

# COUNTY OF BOONE - MISSOURI



## REQUEST FOR PROPOSAL FOR VOTING SYSTEMS

**RFP #08-04APR19**

**Release Date: March 6, 2019**

**Submittal Deadline:**

**April 4, 2019**

**not later than 1:30 P.M. central time**

**Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPO, CPPB, Director  
Phone: (573) 886-4391 Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)**



**NOTICE OF REQUEST FOR PROPOSAL**

Boone County is accepting Request for Proposal for the following:

**PROPOSAL #: *08-04APR19 – Voting Systems***

Sealed proposals will be accepted until **1:30 p.m. on April 4, 2019**, in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash Street, Room 110, Columbia, MO 65201.

Request for Proposals are available to download from our web page and are available in the Purchasing Office. Requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com / Purchasing / Current Bids>.

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

Insertion: **March 6, 2019**  
COLUMBIA MISSOURIAN



1. **INSTRUCTIONS AND GENERAL CONDITIONS**

1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following Request for Proposal.

1.2 Proposal Closing: All proposals must be **delivered before 1:30 P.M.** central time on **April 4, 2019** to:

Boone County Purchasing Department  
Melinda Bobbitt, Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201-4460

1.2.1 The County will not accept any proposals received after 1:30 P.M.

Late proposal responses may be returned unopened if the Offeror requests within ten (10) business days after RFP opening. All returns will be made at the Offeror's expense.

1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.

1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.

1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

1.5 Bid Opening: Proposals will be opened publicly shortly after 1:30 P.M. on **April 4, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.6 If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at

[www.showmeboone.com](http://www.showmeboone.com), then select “Purchasing”, then “Current Bid Opportunities”.

- 1.7 **Guideline for Written Questions:** *All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., March 21, 2019* (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at [www.showmeboone.com](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Melinda Bobbitt, Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)

- 1.8 **RFP Addenda:** In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.



## 2. INTRODUCTION AND GENERAL INFORMATION

### 2.1. Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Voting Systems** as set forth herein.

2.1.2 **Organization:** This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Proposal Submission Information
- 5) Response/Pricing Page
- 6) Certification Regarding Debarment
  - a. Work Authorization Certification
  - b. Individual Affidavit
  - c. Certification of Individual Bidder
- 7) Boone County Standard Terms and Conditions
- 8) "No Bid" Response Form
- 9) Appendix A: On Site Evaluation and Oral Presentation Requirements

2.2. **Purpose:** This document constitutes a Request for Proposal from prospective vendors for the purchase of election tabulation equipment, including accessible and paper-based equipment with second chance voting capabilities, associated add-ons, maintenance, warranty, and support.

2.3. **Background:** Boone County is a first-class, unchartered County situated in Central Missouri with approximately 120,000 registered voters within 685 square miles. With a population of approximately 175,000, including a large college population at the University of Missouri flagship campus, the County serves diverse needs, and as such is looking for election tabulation equipment, including accessible and paper-based equipment with second chance voting capabilities that can accommodate wide-ranging physical needs, inclusive of voters with disabilities. Voting is conducted by absentee ballot (in person or through the mail) and on Election Day at specifically designated polling sites. Missouri holds elections on the first Tuesday after the first Monday on the following dates:

- March (every 4<sup>th</sup> year) – Presidential Primary
- April (every year) – General Municipal Election
- August – Primary Election (even years) or Special Elections (odd years)
- November – General Election (even years) or Special Elections (odd years)

2.4. **Designee:** Boone County Clerk. The Boone County Clerk is the chief election official for the County and all of its political subdivisions and is responsible for all voter registration and election administration.

**2.5. Proposed Solicitation/Award Schedule (subject to change):**

|        |                               |                                   |
|--------|-------------------------------|-----------------------------------|
| 2.5.1. | March 6, 2019                 | Release of RFP                    |
| 2.5.2. | March 6, 2019                 | Advertisement of RFP              |
| 2.5.3. | March 21, 2019, 5:00 p.m. CDT | Deadline for submitting questions |
| 2.5.4. | April 4, 2019, 1:30 p.m. CDT  | Proposal due date and time        |
| 2.5.5. | April 5 – June 5, 2019        | RFP Evaluation Period             |
| 2.5.6. | June 7, 2019                  | Contract Award                    |
| 2.5.7. | July 31, 2019                 | Completion/Full Acceptance Date   |



### 3. SCOPE OF SERVICES

#### **3.1. General Information:**

The current inventory of equipment used by the Boone County Clerk's Office includes the following:

108 ES&S iVotronic DRE's with VVPAT;  
108 ES&S M-100 precinct scanners;  
1 ES&S M-650 central county scanner; and  
ES&S UNITY programming and tabulation software.

To meet the needs of Boone County, the County is requesting one (1) central tabulating machine, 100 units of paper-based precinct tabulation equipment and 100 units of accessible ballot marking devices.

The objective of this project is to replace the aging system with a newer, more efficient and more capable system that will enable the Boone County Clerk's Office to continue to conduct elections and remain in compliance with all applicable laws and regulations. The voting system must meet specific regulatory requirements and include functionality, components, storage capabilities, and maintenance features that support and enable the essential election processes listed below:

- Ballot preparation and distribution of ballots;
- Election Day and Absentee Voting (both mail and in-person); and
- Vote tabulation and reporting.

The Boone County Clerk's Office seeks to achieve the following goals through this project:

- Enhance security features over existing system capabilities;
- Enable staff to easily program ballots and accommodate late changes to ballots;
- Reduce the risk of human error;
- Maintain high standards for ballot design and production by allowing and supporting the ballot design principals outlined in EAC publication "Effective Designs for the Administration of Federal Elections";
- Enhance audit capabilities (post-election), transparency and openness to public scrutiny;
- Upgrade ADA features and accessibility over current system, including more efficient audio ballot programming;
- Enhance overall voter experience and promote voter confidence through increased efficiency, transparency and accountability for elections, reconciliation and reporting of results;
- Reduce the limitations set by the current system for number of precincts, districts, ballot styles and candidates; and



- Enable staff to operate the system including ballot design and coding, testing, hardware maintenance, and results reporting with complete independence from the Contractor.

The selected system must address the basic characteristics of a proper system:

- The anonymity of a voter's ballot must be preserved;
- The system must be comprehensible and easy to use by the entire voting population, regardless of age, infirmity, or disability;
- The voting system is the total combination of mechanical, electromechanical, and electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) used to define ballots; cast and count votes; report or display election results; and maintain and produce any audit trail information, all consistent with Missouri and federal law;
- The voting system must include voting devices that are accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation in the voting process (including privacy and independence) as for other voters;
- The system must include components for presenting ballots to voters and capturing votes, including voting devices and associated support and privacy components that constitute voting booths. Throughout this document, voting device is defined as the device used by a voter to record his/her vote. It includes the recording device, the voting booth, all electrical cords and other necessary wires and cables, a suitable power failure back-up system, and any necessary controlling unit, peripheral devices, or equipment;
- The voting system must also provide options for the pre-election set-up and testing of voting devices, opening and closing of polls, regular voting, accessible voting, curbside voting, pertinent types of absentee voting, provisional balloting, and vote tabulation and election reporting at the precinct, district, county, and state levels to include individual contest reports, and reports of ballots cast with a break down by precinct and equipment type. Reports must be available in formats suitable for transfer to the Boone County Clerk's website for election night reporting;
- The voting system must have the ability to audit results by contest, including blank, under-voted and over-voted ballots as well as the ability to interface with the Boone County Clerk's existing electronic poll books (KNOWiNK Poll Pad); and
- All data produced by the voting system, including but not limited to all logs, results, ballot data, and reports, will belong solely to the Boone County Clerk's Office. Ownership of all data, materials and documentation originated and prepared for the County pursuant to this RFP shall belong exclusively to the County.

### 3.2. Scope of Services:

The project scope includes supply of all new voting equipment, software, training, testing, maintenance of new equipment, and providing or contracting for bridge maintenance, if necessary, of existing equipment until replacement is complete. Additionally, the project scope will include a discussion of the systems and its components, minimum life expectancy, and all specific periodic maintenance required to meet or exceed that life expectancy.

#### 3.2.1. **Time Line** – The implementation of this project shall have the following deadlines (subject to change):

3.2.1.1. All new voting equipment with essential peripherals and required software shall be delivered, installed and acceptance testing shall be completed by **July 31, 2019** to the Boone County Election Annex located at: 2121 County Drive, Columbia, Missouri 65202. Hours of operations: 8:00 a.m. to 5:00 p.m. central time. The Contractor will be responsible for removing all components of the County's existing voting system by July 31, 2019 that cannot be utilized with the new voting equipment. All required operational and software training shall be completed during this phase of the implementation. Technical, ballot printing, and election creation support for the November 5, 2019 special election, if necessary, is also requirement.

3.2.2. **Definitions**

- **County Clerk:** The “**County Clerk**” refers to the County Clerk of Boone County, Missouri.
- **EAC:** The “**EAC**” refers to the United States Election Assistance Commission.
- **VVSG:** The “**VVSG**” refers to the current Voluntary Voting Systems Guidelines issued by the United States Election Assistance Commission.
- **Electronic Vote Counting System Precinct Tabulator:** The “**Electronic Vote Counting System Precinct Tabulator**” refers to a ballot tabulator designed to be used at the precinct level or countywide.
- **ADA:** The “**ADA**” refers to Americans with Disabilities Act of 1990.
- **Ballot Marking Device:** The “**Ballot Marking Device**” refers to a Ballot Marking Device that produces a voter-verified paper trail and functions as the ADA compliant and accessible voting component for any central voting centers and/or precinct-based voting in Federal Elections.
- **Election Accumulating and Reporting computer:** The “**Election Accumulating and Reporting computer**” refers to a stand-alone computer that is compatible in coding/exporting/importing to the proposed equipment. This computer will be installed with the required software for accumulating and reporting election results and will not be connected to the Internet.
- **Key FOB:** The “**Key FOB**” refers to a small security hardware device with built-in authentication used to control and secure access to network services and data.
- **EPA:** The “**EPA**” Refers to the Environmental Protection Agency, which serves as a governing body that regulates the disposal of the Counties existing voting apparatuses.
- **Contractor:** any individual or business having a contract with the governmental bod to furnish goods and or services for a certain price.
- **Offeror:** one who submits proposal response for a Request for Proposal in competitive negotiation.
- **Vendor:** one who sells goods or services; a supplier.

3.2.3. **Required Certifications**

3.2.3.1. Federal Certification

The Electronic Vote Counting System Precinct Tabulator and Ballot Marking Device proposed must be certified by the United States Election Assistance Commission (EAC), compliant with

the current Voluntary Voting Systems Guidelines, (include copy of EAC certification with proposal).

3.2.3.2. Missouri Certification

The Electronic Vote Counting System Precinct Tabulator and Ballot Marking Device proposed must be certified by the Missouri Secretary of State pursuant to RSMO 115.225, (include copy of Missouri Secretary of State certification with proposal).

3.2.4. **Technical Specifications**

3.2.4.1. **General Equipment Requirements**

- 3.2.4.1.1. Contractor shall supply 1 Electronic Vote Counting System Central Tabulator.
- 3.2.4.1.2. Contractor shall supply 100 Electronic Vote Counting System Paper-based Precinct Tabulators.
- 3.2.4.1.3. Contractor shall supply 100 Ballot Boxes for the Electronic Vote Counting System Precinct Tabulators.
  - a. Be capable of withstanding transport conditions that may include extremely bumpy roads, exposure to heat, cold, humidity and dust without incurring damage during transportation or becoming inoperable as a result of such transport.
  - b. Be capable of withstanding frequent loading and unloading, stacking and unstacking, assembling/disassembling, and other routine handling in the course of normal storage and operation.
  - c. Be capable of attaching various security seals to prohibit tampering while in transit or storage prior to public testing and at the conclusion of each election.
- 3.2.4.1.4. Contractor shall supply 100 Ballot Marking Devices and all required peripherals to complete a ballot on said device.
- 3.2.4.1.5. Contractor shall supply 100 audio headphones and hand-controls for the Ballot Marking Devices required for ADA compliance.
- 3.2.4.1.6. Contractor shall supply 100 carrying cases for the Ballot Marking Devices that provide the ability to effectively and efficiently transport the devices by hand while also offering protection against damage.
- 3.2.4.1.7. Contractor shall supply the requisite computer(s) and required hardware and software for accumulating Election results compliant with the EAC and Missouri Secretary of State requirements. The required software must be able to query and save reports in various document types (i.e. text file, pdf, etc.).
- 3.2.4.1.8. Contractor shall supply and outline a maintenance and warranty plan for the duration of the term including the processes typically involving in returning, replacing, or repairing failed components for the Electronic Vote Counting System Precinct Tabulators, Ballot Marking Devices, and Election Accumulating and Reporting Computer and required software.
- 3.2.4.1.9. Contractor shall provide all necessary equipment and accessories, power cords, security keys or key FOBs, memory media, and paper rolls.
- 3.2.4.1.10. Contractor must provide a description of the proposed equipment, size, setup and transport features (i.e. carrying case weight). It must also include a narrative detailing the initial delivery, installation plan, and software training.
- 3.2.4.1.11. Contractor shall supply detailed security and audit specifications of the

proposed equipment, including origins of manufacturing on all essential parts used in coding/exporting/importing election information (i.e. origins of manufacturing of memory medias required).

- 3.2.4.1.12. Contractor shall supply a minimum of one (1) in-person support during all public testing, Election Day, and Election result accumulation and reporting for the duration of the term.
- 3.2.4.1.13. Contractor shall supply a minimum of one (1) in-person support during the duration of election judge training for the April 7, 2020 Election and August 4, 2020 Election.
- 3.2.4.1.14. Contractor shall outline the protocols and policies in place to protect the integrity of the ballot and the election (i.e. security protocols and policies pertaining to, but not limited to: coding configuration of ballots, Election Voting System Precinct Tabulators, Ballot Marking Devices, fingerprinting, and cybersecurity).
- 3.2.4.1.15. Contractor shall define the type of authentication used to secure access the election data if applicable. The Contractor shall also include how, and how often, the security access to this data is audited, if applicable.
- 3.2.4.1.16. Contractor shall define the type of encryption used to protect communication channels between the contractor, client, and the data if applicable. The Contractor shall also define protocols and processes for upgrading security encryption as guidelines and standards evolve.
- 3.2.4.1.17. Contractor shall define the types of monitoring and alert reporting to potential tampering to the election data, if applicable.
- 3.2.4.1.18. Contractor shall also define all remediation procedures for potential tampering, if applicable.

**3.2.4.2. Specific Precinct Tabulating System Requirements**

- 3.2.4.2.1. Equipment shall operate on standard 110/120V AC power.
- 3.2.4.2.2. Equipment must have a back-up battery source that in the event of loss of AC power, it permits the device to continue normal operations for a minimum of 2 consecutive hours.
- 3.2.4.2.3. Equipment should have an attached printer capable of generating a zero report and election summary report for the election loaded on the device.
- 3.2.4.2.4. Equipment shall prohibit the loading or updating of firmware while the device is set for election or in election mode.
- 3.2.4.2.5. Equipment shall be able to scan voted paper ballots (11", 14", 17" and 19"). Equipment shall also be able to scan voted paper ballots marked by the Ballot Marking Device.
  - a. Equipment should be able to accept ballots in any of the four possible orientations (face up, face down, header in first, footer in first).
  - b. Equipment should be able to accept one-sided or two-sided ballots.
  - c. Equipment should be able to retain a digital scanned image of all ballots cast in the Electronic Vote Counting System Precinct Tabulator.
- 3.2.4.2.6. Equipment shall maintain and display a visible numeric count of the total number of ballots cast since the election was opened during the voting period (i.e. 6:00 a.m. to 7:00 p.m.).
- 3.2.4.2.7. Equipment shall have an optional (or standard) hard- or soft-cover case

available. Cost shall be included in the response.

**3.2.4.3. Specific Ballot Marking Device Requirements**

- 3.2.4.3.1. Equipment shall operate on standard 110/120V AC power.
- 3.2.4.3.2. Equipment shall have a touch screen that is ADA compliant.
- 3.2.4.3.3. Equipment shall have audio capabilities that are ADA compliant.
- 3.2.4.3.4. Equipment shall have Sip-and-Puff (SNP) capabilities that are ADA compliant.
- 3.2.4.3.5. Equipment should have an attached printer capable of printing the marked ballot generated by the voter.
- 3.2.4.3.6. Equipment would preferably have a working relationship with KnowInk's electronic check-in system, currently used in Boone County, but not required.
- 3.2.4.3.7. Equipment shall prohibit the loading or updating of firmware while the device is set for election or in election mode.
- 3.2.4.3.8. Equipment shall have an optional stand or table defined, available and cost included in the response.
- 3.2.4.3.9. Equipment would preferably have a back-up battery source for all essential components (i.e touch screen and printer) that in the event of loss of AC power, it permits the device to continue normal operations for a minimum of two (2) consecutive hours.

**3.2.4.4. Software Requirements**

- 3.2.4.4.1. The Election Management System must be capable of coding, exporting, and importing to the proposed Electronic Vote Counting System Precinct Tabulators, Ballot Marking Devices, and Election Accumulating and Reporting computer and required software.
- 3.2.4.4.2. The Election Management System must be efficient and functional in designing, formatting elections and ballots for said election.
- 3.2.4.4.3. The Election Management System must be secured and have detailed access controls.

**3.2.4.5. Operating System Compatibility**

- 3.2.4.5.1. Equipment's software would preferably operate in a Windows environment on Windows 10 or newer. Contractor shall support any future Windows versions, if applicable.
- 3.2.4.5.2. Contractor shall supply detailed procedures or processes outlining actions if/when the current operating system of the provided equipment becomes obsolete.

**3.2.5. Training**

- 3.2.5.1. The Contractor shall supply detailed instructions and instructional materials written in conjunction with the Boone County Clerk staff specifically for Boone County Clerk staff, election judges, and Election Day support staff on all aspects of the hardware and software, including but not limited to on-site hands-on training in:
  - a) Absentee voting

- b) Setup and operation of all system components;
- c) Election creation and ballot creation;
- d) Troubleshooting procedures, both in the office and in the field;
- e) Demonstrating the system at the polling locations.

**3.2.6. Warranty and Maintenance**

- 3.2.6.1. Contractor must provide warranty and maintenance coverage at no cost to the County two years after final acceptance of system. Maintenance for the remainder of the five-year term shall include routine maintenance, repairs of hardware/firmware and software malfunctions and provision of all system updates, including any firmware, software, security updates and/or patches. The Contractor must agree to warrant for the five-year term that the proposed system (hardware & software) (1) will be in good operating order in conformity with the offeror's specifications and descriptions of the same contained in the proposal and contract documents, (2) will be free from programming errors, and (3) will be free of defects in workmanship and material. During this warranty period, Contractor must promptly without additional charge repair or replace any component which fails during the applicable warranty period because of a defect in workmanship or material. Equipment will be warranted on-site. If at any time during the five year period Contractor or the County shall discover one or more defects or errors in any software or any other respect in which the software fails to conform to the provisions of any warranty, Contractor shall, entirely at its own expense, promptly correct such defect, error or non-conformity by, among other things, supplying the County with such corrective codes and making such additions, modifications, or adjustments to the package as may be necessary to keep the software in operating order in conformity with the warranties. Contractor shall also assign to the County any manufacturer's warranty. The Contractor shall provide a detailed description of all maintenance activities; supply channels and parts depots; listing of all repair parts including prices available for purchase, typical daily or monthly support activities; and the principal period of maintenance. The above must be supported with an organizational chart of the Contractor's headquarters support operation, the proposed support organization for this project including names, titles and experience levels for key personnel, and the escalation procedures for reporting problems.
- 3.2.6.2. The Contractor warrants that Boone County shall acquire good and clear title to the equipment being purchased. All equipment provided by the Contractor must be newly manufactured, not reconditioned or refurbished in any way. Equipment and software must be of fully-released versions and models. All must be in production by their respective manufacturers during the time of the proposal and warranty period. Hardware and software must not include any components that are conceptual, in-design, in pre-production testing, or in "beta" testing. The Contractor must provide all necessary equipment, peripherals and accessories, hardware connector cables, cabling, operating system software, software applications, training, and technical support that provides for fully functioning voting systems. Furthermore, Contractor must disclose the country of origin of all system components and provide adequate proof to the County that sufficient auditing of these components has taken place
- 3.2.6.3. Contractor shall maintain system so that it functions properly in the warranty and post warranty periods for the full duration of the maintenance contract.

3.2.7. **Support**

3.2.7.1. Offeror's support personnel will provide timely response to questions and resolution to problems at all times.

3.2.8. **Modifications and Upgrades**

3.2.8.1. The Contractor shall provide at no additional charge to the County for the life of the maintenance contract:

- a. All software modifications and upgrades that are necessary to comply with changes to local, State, and Federal election laws or Voluntary Voting System Guidelines issued by the United States Election Assistance Commission; and
- b. All hardware and software modifications necessary to correct defects in the system.

3.2.9. **Disposal**

3.2.9.1. The Contractor is required to dispose of any existing voting machines and essential peripherals (i.e. audio headsets, controls, and printers) in the Counties' possession that are unable to be salvaged for a significant amount of value. That determination will be made on a case-by-case basis depending on the condition of the equipment being evaluated. Disposal will be regulated by EPA standards, and must comply with those said standards. This will include the provision of a certification of disposal from that agency.

3.2.10. **Trade-In Allowance**

3.2.10.1. The County has one (1) central tabulation machine, and approximately 108 optical scan voting machines and 108 DREs. The Contractor will be required to offer a value for those machines, which will be outlined in Exhibit One. This value is expected to be within 10% of the final value for these machines (no more than 10% above or below the final value). The final value will be assessed at the time of trade-in.

3.2.11. **Delivery and Installation Schedule**

3.2.11.1. Firm delivery and installation schedules are essential in the performance of the contract to be awarded hereunder. Offerors shall set forth in their proposal the number of days in which delivery and installation will be fully complete in strict accordance with the specifications on the Response/Pricing Page. A timely delivery schedule with an installation and training schedule shall be stated on the Response Page.

Note: Contractor shall not ship or install equipment without a properly executed purchase order.



4. **CONTRACT TERMS AND CONDITIONS**

- 4.1. **Contract Period:** The initial term of the resulting contract agreement for the proposed **equipment/software** from this Request for Proposal will begin at the time of contract award and end two years following final acceptance of system. The maintenance agreement may be renewed by the Purchasing Director for up to an **additional three (3) one-year periods, following the initial warranty/maintenance two-year period**. Maintenance prices are subject to adjustment thereafter per pricing proposed on Response Page, effective on the renewal date, and must remain firm through the end of the renewal period.
- 4.2. **Delivery Terms:** FOB Destination with Inside Delivery to designated room. All deliveries shall be made FOB Destination with freight charges included and prepaid. The seller pays and bears the freight charges.
- 4.3. The successful Offeror shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.
- 4.4. **Provisions for Termination:** The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.
- 4.4.1. Due to a material breach of any term or condition of this agreement.
- 4.4.2. If in the opinion of Boone County, deliveries of products / services are delayed or products / services delivered are not in conformity with the contract documents.
- 4.4.3. If appropriations are not made available and budgeted for in any calendar year.
- 4.4.4. Boone County 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 County.
- 4.5. **In case of any default by the Contractor,** the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.
- 4.6. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.



- 4.7. Offerors must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.
- 4.8. Award will be made by written notification from the Purchasing Director. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.
- 4.9. Contractor agrees to furnish services/equipment and to perform the project within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.
- 4.10. Contractor proposes and agrees to accept, as full compensation for furnished services, the price submitted in response to the RFP document. All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within this quoted price. The county shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.
- 4.11. Contractor agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.
- 4.12. Contractor shall provide and install equipment that meets or exceeds the specifications contained in this RFP.
- 4.13. The Contractor must provide any additional equipment necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.
- 4.14. Attached Standard Terms and Conditions for Contracts shall apply to the contract award.
- 4.15. **Extra and/or Additional Work and Changes:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.
- 4.16. **Patents:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 4.17. **Legal Requirements:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

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

**4.19. Domestic Purchasing Policy:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the Offeror certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.

**4.20.** If a contradiction in the contract documents occurs, then the more expensive interpretation shall prevail and be inclusive in that respective contractor’s proposal response.

**4.20. 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.

**4.20.1. Employers Liability and Workers Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of 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.

**4.20.2. Commercial General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect 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 state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

- 4.20.3. 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.
- 4.20.4. Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of 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.
- 4.20.5. Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. 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.
- 4.20.6. INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 4.20.7. 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.
- 4.20.8. 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



5. PROPOSAL SUBMISSION INFORMATION

5.1. RESPONSE TO PROPOSAL

5.1.1. Submission of Proposals:

5.1.1.1 When submitting a proposal, Offerors should submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

a. Offerors shall submit the proposal to:

Boone County Purchasing Department  
Attn: Melinda Bobbitt, CPPO, CPPB, Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201

b. The proposal responses must be delivered no later than **1:30 p.m. on April 4, 2019**. Proposal responses will not be accepted after this date and time.

5.1.1.2. **Terms and Conditions:** The Offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the Offeror submits, the terms and conditions of the County govern.

5.1.2. Organization of Proposal:

5.1.2.1. To facilitate the evaluation process, Offerors are encouraged to organize their proposal as described in section 5.1.4.

a. **Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.**

b. **The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.**

c. **The Proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.**

5.1.2.3. Offerors are cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. Offerors' failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror

whose responses deviate from the outlined specifications may automatically be disqualified.

**5.2. OFFEROR'S COMMUNICATION MUST BE THROUGH PURCHASING DEPARTMENT:**

- 5.2.1. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) **must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record** regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**5.3. VALIDITY OF PROPOSAL RESPONSE:**

- 5.3.1. Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

**5.4. EVALUATION OF PROPOSALS**

- 5.4.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience, expertise and reliability, and proposed methodology.
- 5.4.2. In order to conduct an evaluation of proposals, the Offeror is advised to complete the *Response/Pricing Page*, all parts, and to return the completed pages with the Offeror's proposal response. Failure to provide information necessary to evaluate the Offeror's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the Offeror. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from an Offeror, from the Offeror's references, or from any other source.
- 5.4.3. After an initial evaluation process, Offerors will be asked to participate in an on-site product demonstration and oral evaluation at the County Clerk's office or offsite location located in Boone County. Offerors will be required to conduct an on-site demonstration of the proposed solution to evaluators at no charge to the County as part of the evaluation process. Offeror shall not demonstrate any software/functions or features that are not included in the proposed solution. Offeror shall populate the demonstration system with sufficient data to demonstrate the required functionality.

The On-site Demonstration and oral evaluation will take place over a two-day period. Day one will consist of a hands-on demonstration of Offeror's software as it relates to election programming and ballot layout/design. Day two will consist of a public demonstration of election day equipment and tabulation functionality. On-site Demonstration Requirements and Oral Evaluation Information can be found in Appendix A. On-site Product

demonstrations and oral evaluation will be scheduled with each Offeror during the evaluation period. All On-site Product demonstrations and oral evaluations must be completed prior to the end of the evaluation period. In the event that the County must re-schedule, a representative of the County will contact Offerors no less than ten (10) days in advance of the scheduled date. In the event that an Offeror fails to attend the scheduled demonstration, the Offeror may be disqualified from further steps in the process.

The evaluation panel may invite others including, but not limited to, potential software end-users, and outside experts to view the product demo to provide input to the evaluation panel. The County reserves the right to create audio and video recordings of the product demos and oral evaluations. No additions, deletions or substitutions may be made to written Proposals during the product demonstrations and oral evaluations. After evaluating the written proposals, the County may submit clarifying questions, in advance, to offerors.

The County will allow offerors to set up equipment for the product demonstration a day prior to the scheduled evaluation meeting. The County intends to start with the product demonstration and may also ask clarifying questions regarding the demonstration or implementation scenarios provided as a part of the oral evaluation. After the product demonstration, the offeror will be asked to present a brief overview of their proposal and respond to the clarification questions, if any, previously provided. The County will have the opportunity to ask additional clarifying questions based upon the day's activities. Attendance costs are at the offeror's expense.

5.4.4. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

5.4.5 Evaluation of the Offeror's Experience, Expertise and Reliability: Experience, expertise, and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP, and outlines the expertise of key personnel who will be assigned tasks to perform for Boone County.

- a. Qualifications Statement/References/Certifications/Licenses: The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
- b. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
- c. Name other businesses or preferably any government agencies/municipalities for which the Offeror has provided similar equipment/services in the last three (3) years and provide a current contact name, email address and phone number for each account.
- d. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

5.4.6. Evaluation of the Offeror's Proposed Method of Performance and Sample Inspection: Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the Offeror's adherence to mandatory performance requirements as well as other features of the Offeror's proposed approach to performing the work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied.

5.4.7. Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.





6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

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

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

\_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

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

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

6.1. Pricing

**Pricing** – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, set-up, testing, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, a minimum of five years of renewal equipment maintenance broken out per year, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

Any list of equipment is provided for informational purpose. Offeror shall bid one of the identified, acceptable models within or bid an approved equal. Determination of equality is solely Boone County’s responsibility.

Please attach itemized pricing with brand and model numbers.





not available, as well.

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- 6.11. **References:** Provide references for similar work that your company has provided within the last three (3) years. Include a detailed description of the services, the agency or firm names, contact names and phone numbers, and dates of services provided.

**PRIOR EXPERIENCE**

Include references familiar with your company’s work performance. References of similar services for governmental agencies are preferred.

**1. Prior Equipment and/or Services Provided for:**

Organization Name:  
Address:  
Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

**Description (include type, Mfr./Brand of equipment, service performed):**

**2. Prior Equipment and/or Services Provided for:**

Organization Name:  
Address:  
Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

**Description (include type, Mfr./Brand of equipment, service performed):**

**3. Prior Equipment and/or Services Provided for:**

Organization Name:  
Address:

Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

**Description (include type, Mfr./Brand of equipment, service performed):**

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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



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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

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

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

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

My Commission Expires:

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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



**(Please complete and return with Proposal Response)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

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

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Name and Title of Authorized Representative

---

Signature

---

Date

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

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



**"No Bid" Response Form**

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

Melinda Bobbitt, CPPO, CPPB, Director  
(573) 886-4391 – Fax: (573) 886-4390

**"NO BID RESPONSE FORM"**

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

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

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

**RFP: 08-04APR19 – Voting Systems**

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

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

\_\_\_\_\_

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

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

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

Reason(s) for Not Submitting Proposal Response :

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

## Appendix A.

### On-Site Demonstration Requirements

Offerors will be provided with a past election setup for vendor demonstration no later than five days prior to demonstration. This information is to be used to produce an On-Site Demonstration Election using the Boone County Clerk's election information. The expectations of the vendor demonstrations will include:

#### **On day one of the demonstration:**

- Create an election using import files in .txt format exported from Voter Registration Database (VR) where possible.
- Import files and demonstrate that all information imported correctly by generating ballot styles.
- Demonstrate how information is added to the system to create an election database.
- Demonstrate adding (and subsequently editing):
  - Districts
  - Precincts
  - Precinct splits
  - Contests
  - Candidates
  - Measures
- Demonstrate creating an election using a saved election as a template.
- Generate the ballots styles required for this election.
  - Demonstrate the steps involved in generating the ballot styles.
  - Demonstrate the steps involved in correcting an error such as a misspelled name found after all the styles have been generated.
  - Demonstrate placement of contests on the ballots.
  - Demonstrate options for text within the voting area of the ballot.
  - Demonstrate options for text and/or barcodes outside the voting area of the ballot.
  - Demonstrate options for creating multipage ballots.
  - Demonstrate how your system accommodates additional text with candidate names.
  - Demonstrate configuration of interoperability with the Boone County Clerk's electronic poll book system.
- Demonstrate creating and exporting files suitable for printing ballots either with a printing vendor or the Boone County Clerk's ballot on demand system.
- Create a marked set of test ballots using the election defined in the previous step to demonstrate the items below. You may print, mark and fold the ballots in advance of the demo. Scanning and tallying of the ballots on both precinct tabulators and central count tabulators must take place during the demo.
- Define a clear winner in each contest.
- Include errors in the test ballots to demonstrate:
  - Under-votes
  - Over-votes
  - Blank Ballots
  - Write-ins
  - Badly damaged ballots
  - Unclear markings
  - Random markings

- Different pen colors and marking devices
- Provide an expected summary of votes received for each candidate in each contest including write-in votes by contest.
- Produce an Audit trail of election setup for both ballot marking device and hand marked ballots.

### **On day two of the demonstration**

- Run the test ballots through the scanning hardware using folded ballots.
- Demonstrate any special features unique to your system.
- Demonstrate integration functionality with electronic poll books.
- Demonstrate scanning and tallying by batch and by precinct or ballot style.
- Demonstrate how your system reacts to physical ballot jams.
- Demonstrate how ballots that need adjudication are identified and cured.
- Demonstrate any capabilities to read bar-coded information on the ballot.
- Demonstrate how your system handles and tallies write-in votes.
- Demonstrate how the system produces an abstract of write-in votes cast by contest.
- Demonstrate how results are tallied.
- Demonstrate that the results are as expected.
- Show the report options after ballots have been tallied.
  - What report formats are available?
  - Are they customizable?
  - Demonstration of operation of machine-based tabulation devices, Ballot Marking Devices and similar equipment must also take place during the demonstration.
  - Demonstration of ADA accessible functionality of precinct voting equipment must be included in the demo.
  - Produce audit trail for all precinct tabulators and central count devices.
  - Demonstration of central count scanner functionality.

### **Oral Evaluation Information**

1. Please present an overview of your proposed solution. The presentation should cover all of the categories addressed in the written proposal. The presentation should take no longer than 45 minutes. The presentation may take less time as long as all of the specified categories are addressed.
2. Please present your responses to any clarifying questions submitted by the County prior to the evaluation.
3. The remainder of the time allotted for the oral evaluation will be reserved for any additional clarifying questions that the County may have.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 2019

County of Boone

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

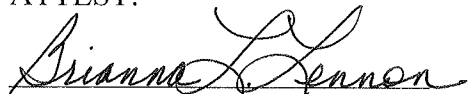
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract CC190295001 – Natural Gas Transportation with Exelon Corporation, DBA Constellation New Energy Gas Division LLC to provide natural gas transportation to the city gate (Ameren).

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.

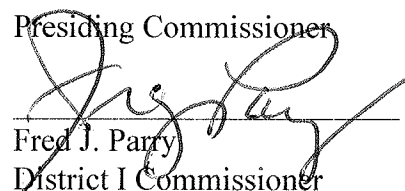
Done this 16th day of July 2019.

ATTEST:

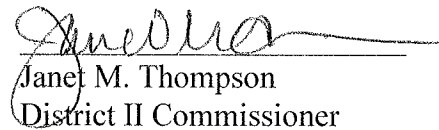
  
Brianna L. Lennon *DKB*  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
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, CPPO, CPPB  
DATE: July 2, 2019  
RE: Cooperative Contract: *CC190295001 – Natural Gas Transportation*

Facilities Maintenance Department requests permission to utilize the State of Missouri cooperative contract CC190295001 – Natural Gas Transportation with Exelon Corporation, DBA Constellation New Energy Gas Division LLC to provide natural gas transportation to the city gate (Ameren). The term of the contract is from date of award through June 30, 2021.

A review team was organized at the County to review 3rd party natural gas transportation. Ameren natural gas customers in Missouri meeting the minimum threshold of 5,000 CCF natural gas usage are eligible to switch to “transport gas/deregulated gas”. We have three buildings that qualify: Boone County Government Center, Boone County Jail, and Boone County Courthouse.

The review committee consisted of the following:

- Janet Thompson, Commissioner District II
- June Pitchford, Boone County Auditor
- Doug Coley, Director of Facilities Maintenance
- Mary Epping, Court Administrator
- Greg Edington, Director of Road & Bridge
- CJ Dykhouse, Legal Counsel
- Gary German, Captain, Sheriff Dept.

The review committee recommends these three buildings switch to transport gas. It is estimated that we will save approximately 12% annually (about \$11,500 a year). There will be upfront costs of about \$3,000 per building to install an electrical supply and telephone line for each gas meter location. There will also be ongoing monthly costs of a dedicated phone line to the meters.



**PURCHASE AGREEMENT**  
**Natural Gas Transportation**

**THIS AGREEMENT** dated the 16th day of July 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Exelon Corporation, DBA Constellation New Energy Gas Division LLC**, herein "Vendor or Supplier."

**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 Natural Gas Transportation in compliance with all bid specifications and any addendum issued for the State of Missouri Office of Administration Contract **CC190295001**, Boone County Insurance Requirements, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Office of Administration Contract **CC190295001** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Natural Gas Transportation as follows:

|  |         |
|--|---------|
| Pipeline Mainline Transport (to Citygate) Fee            | \$0.52  |
| Management Fee   | \$0.005 |
| LDC Payment, Pass-Through, and Billing Consolidation Fee | \$0.005 |

3. **Term:** The initial contract period shall run **Date of Award through June 30, 2021.**

4. **Locations** – Boone County has three separate buildings to receive third party natural gas transportation.

Boone County Government Center  
801 E. Walnut Street  
Columbia, MO 65201  
(Ameren Account #: 8899603115)

Boone County Jail  
2121 E. County Drive  
Columbia, MO 65202  
(Ameren Account #: 5230007813)

Boone County Courthouse  
701 E. Walnut Street  
Columbia, MO 65201  
(Ameren Account #: 5899603118)

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, 613 E. Ash Street, Columbia, MO 65201. Billings may only include the prices listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. 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.

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

7. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar 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.
- d. Supplier has the ability to liquidate positions and bill the County if there is a loss or pay the County if there is a gain when the agreement is terminated early.

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

**EXELON CORPORATION  
DBA CONSTELLATION NEW ENERGY  
GAS DIVISION LLC**

DocuSigned by:  
*Daniel Marks*  
by \_\_\_\_\_  
AD6A168510A343D...  
Daniel Marks, Executive Dir., Retail Gas Ops  
Executive Dir., Retail Gas Ops.

**BOONE COUNTY, MISSOURI**  
by: Boone County Commission

DocuSigned by:  
*Daniel K. Atwill*  
\_\_\_\_\_ BA4B934CED6E4EB...  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:  
*Charley J. Pittman*  
by: \_\_\_\_\_  
56E0A0DDB0AC445...  
County Counselor

ATTEST:

DocuSigned by:  
*Brianna L Lennon by MT*  
\_\_\_\_\_ 7D82DA986BF6495...  
Brianna Lennon, 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.)

|  |          |                       |
|--|----------|-----------------------|
| DocuSigned by:<br><i>June E Pitchford by JF</i><br>No Encumbrance Required<br>_____ 8C24BD84EF7A483... | 7/3/2019 | Term & Supply         |
| 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 this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

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

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

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

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

**Certificate Holder address:**

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



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

## NOTIFICATION OF STATEWIDE CONTRACT

Date: October 31, 2018

**CONTRACT TITLE:** Natural Gas Transportation

|                                 |   |
|---------------------------------|---|
| <b>CURRENT CONTRACT PERIOD:</b> | November 1, 2018 through June 30, 2021  |
| <b>BUYER INFORMATION:</b>       | Jennie Rees<br>573-751-6442<br><a href="mailto:jennie.rees@oa.mo.gov">jennie.rees@oa.mo.gov</a> |

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.  
Local Purchase Authority shall not be used to purchase supplies/services included  
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's  
**Public Record Search and Retrieval System** located on the Internet at <http://www.oa.mo.gov/purch>.

~ Instructions for use of the contract, specifications, requirements, features are attached ~.

| CONTRACT NUMBER | VENDOR #/<br>MissouriBUYS ID | VENDOR INFORMATION  | MBE/<br>WBE | COOP<br>PROC |
|-----------------|------------------------------|---|-------------|--------------|
| CC190295001     | 2329901900 0 /<br>MB00103159 | Exelon Corporation<br>DBA Constellation<br>New Energy Gas Division LLC<br>9960 Corporate Campus Dr.<br>Louisville, KY 40223<br><b>Phone:</b> (913) 322-0657<br><b>Contact:</b> Todd Riley<br><b>Email:</b> <a href="mailto:todd.riley@constellation.com">todd.riley@constellation.com</a> | NO          | NO           |

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

| Contract Period   | Issue Date | Summary of Changes                         |
|-------------------|------------|--|
| 11/1/18 - 6/30/21 | 10/31/18   | Initial issuance of new statewide contract |

### Purpose:

This contract has been established to accommodate the natural gas transportation needs of the following state agencies and universities. All service for state agencies shall be coordinated by Constellation with the Office of Administration, Division of Facilities Management, Design and Construction Natural Gas Coordinator. Service for universities shall be coordinated with the designated university staff.

- Boonville Correctional Center
- Chillicothe Correctional Center
- Crossroads Correctional Center
- Eastern Reception & Diagnostic Center
- Environmental Control Center
- Farmington Correctional Center
- Higginsville Habilitation
- Jefferson City Correctional Center
- Maryville Treatment Center
- Missouri National Guard Location #1
- Missouri National Guard Location #2
- Moberly Correctional Center
- Northwest Missouri Psychiatric Rehabilitation
- Ozark Correctional Center
- Southeast Correctional Center
- Tipton Correctional Center
- Western MO Correctional Center
- Western Reception Diagnostic Correctional Center
- Women's Eastern Reception Diagnostic and Correctional Center
- Truman State University
- University of Central Missouri

### Definitions:

**Firm Transport Service (FTS)** - A non-interrupted supply fixed volume of natural gas that shall be designated by the state agency or university, and the contractor shall agree to deliver to meet the natural gas loads and requirements of the facility by providing the specified amount subject to the terms and conditions of the contract.

**Accounting Period Nominations** - Estimated volumes of gas to be delivered to the burner tip, and subject to adjustments per the terms of the contract.

**Purchaser Nomination Notice** - The document that indicates the nominated volume of natural gas the state agrees to purchase from the contractor for a specific state agency or university for a fixed rate, fixed term agreement.

**Accounting Period** - The period beginning at 9:00 a.m. on the first day of a calendar month and ending at 9:00 a.m. on the first day of the next succeeding calendar month.

**BTU** - British Thermal Unit.



**MMBTU** - One million (1,000,000) British Thermal Units.

**MCF** - Thousand Cubic Feet.

**PSIA** - Pounds per Square Inch Absolute.

**Cubic Foot of Gas** - The quantity of gas occupying one (1) cubic foot of space at a pressure base of fourteen and seventy-three hundredth (14.73) PSIA and at a temperature of sixty (60) degrees Fahrenheit.

**Constellation Services:**

Constellation will purchase, sell and manage all the natural gas for the state agencies under the contract.

Constellation will procure transportation agreements, provide access to state agencies meter reads, provide access to pipeline and LDC bulletin boards for nominations and pooling agreements.

If the LDC (local gas utility) requires installation of a meter, the state agency would be responsible for those costs.

Constellation will handle the state agency's natural gas needs from the wellhead to the burnertip. They will manage, balance, and reconcile the physical supply of natural gas on the pipeline and LDC to mitigate daily or monthly charges imposed by the pipeline and/or LDC.

Constellation will audit and pay the LDC invoice and consolidate those on the agency's invoices. A monthly summary of usage, cost and savings will be provided to each agency.

Constellation will also provide risk mitigation strategies and advice related to fixing prices for the state agencies.

Constellation will monitor daily usage and forecast monthly estimates as well as monitor their pools and make adjustments accordingly. When an estimate shows a variance, Constellation will adjust the nomination to match with usage.

Constellation invoices on actual usage and contracted or nominated volumes are monitored daily. When an imbalance is noticed, Constellation will increase/decrease the nomination to get the state agency back in balance.

**Price:**

For all natural gas delivered by Constellation and sold to the state, the price the state shall pay for delivered gas shall be determined by the Inside F.E.R.C.'s Gas Market Report (index price) on the first reporting issue of the nominated month under the applicable pipeline index, "spot delivered to the pipeline," prior to the account period (month), plus any applicable add-on charge per MMBTU pursuant to the information on the pricing page for the specific facility. The pipeline index chosen shall be determined and established for the contract period and will be dependent upon the specific natural gas pipeline that serves the specific state agency or facility/ institution. All prices, may be re-determined monthly based on actual market changes with the exception of the Management Fee, the Pipeline's Mainline Transport Fee, and the LDC Payment, Pass-Through and Billing Consolidation Fee which shall be firm and fixed for the duration of the contact period as priced on the pricing page. The MMBTU's delivered shall be as reported by the pipeline at the pipeline's standard transportation contract conditions covering gas delivered hereunder.

Should the Inside F.E.R.C.'s Gas Market Report cease publication, or if the pipeline index is not published for the invoicing period or for the specific pipeline, a different publication shall be selected with the prior approval of the state with the following exceptions which shall not require the prior approval of the state: for state agency locations that receive natural gas via the MRT pipeline, the Natural Gas Intelligence Report shall be used; for state agency locations that receive natural gas via the Texas Eastern (TEX) pipeline, the Texas Eastern Transportation Corporation, Eastern Louisiana pricing publication shall be used.

In some instances, if prior approval is obtained from the state agency, the NYMEX settle price may be used in lieu of the Inside FERC Report. In these cases, the reference to the NYMEX settle price must be stated in a formal amendment to the contract authorized by the Division of Purchasing and Materials Management that names the specific state agency or university which is instead using the NYMEX settle price for pricing natural gas.

In the event the state agency elects to utilize Constellation or Constellation's agent's pipeline transportation service, the state agrees to reimburse Constellation for all transportation charges associated with such pipeline transportation service. Throughout the term of the contract, the state agency may acquire and hold limited pipeline capacity and reserves the right of capacity release to a party other than Constellation. The state also reserves the right to consolidate transportation requirements. Released capacity is subject to recall.

The state's invoiced price for natural gas will be the price per MMBTU at the point where it is received and it will be equal to the sum of the aforesaid published natural gas price times volume received plus other charges identified on the pricing page, with the exception of the management fee and the pipeline's mainline transportation fee which shall be itemized separately, i.e., not included in the invoiced price of natural gas. The state will pay the management fee and pipeline's mainline transportation fee per MMBTU as an add-on price to the total price of natural gas. Constellation's invoice must itemize both separately and according to the pricing on the pricing page.

The state's total cost for gas at the burnertip will be calculated by adding the charges mentioned above to the charges for transportation and shrinkage billed by the applicable LDC. Additionally, the state will pay any taxes for natural gas purchased or natural gas delivered for which the state is not exempt. Any applicable tariffs for which the State of Missouri is not exempt shall also be paid by the state.

See the enclosed pricing pages for applicable pricing for the respective facilities.

**Imbalance:**

Transportation arrangements with one or more pipelines may be utilized to facilitate the physical delivery of the Accounting Period Nominations from the delivery point(s) to the burnertip. If either Constellation fails to deliver and/or the state fails to receive the current accounting period nomination, the defaulting party shall be responsible for the transportation imbalance charge imposed by the transporting pipeline(s).

**Nominated Volume:**

Constellation will be responsible for nominating gas volumes for the state agencies for FTS. The state agency will provide Constellation with historical use information that will allow Constellation to make accurate nominations for the state agency facility. It is Constellation's responsibility to clarify any use information supplied by the agencies. The state agency shall cooperate with Constellation in providing this information.

**Fixed Rate, Fixed Term Service:**

Constellation will only provide fixed rate, fixed nominated volume, fixed term service.

Actual consumption and receipt may vary from the fixed quantity volumes. The state will pay for actual gas delivered and used at the fixed rate. For any amount of gas not used by the state agency for the given month, Constellation shall "cash-out" the value by either crediting or debiting the state agency's account for the unused volume depending on the valuation of the unused amount. The value of the unused gas will be determined by the difference between the fixed rate and the Gas Daily "Daily" Henry Hub price for the given day, multiplied by the difference between the fixed quantity volume for the day and the volume actually used for the day. This same term will apply to the following state agencies: Farmington Correctional Center, Eastern Reception and Diagnostic Center, and Truman State University.

Any fixed quantities established will be particular to only the identified period of time for only the identified facility. Any fixed quantity volume amounts will be subject to re-determination on a yearly basis, i.e., from one heating season to the next.

The fixed price will be “locked-in” at the direction of an authorized representative of the state agency for that state agency’s facility or facilities. The locked-in price will be based on the NYMEX price for the day and time the state agency “locks-in” the rate for the fixed-rate period. This “locked in price” will be completed within two hours after notification by the state agency and only after the agency knows the “locked in price” The state agency shall pay this price plus the transportation and management prices stated in the contract. The transportation and management prices will remain as stated in the contract.

In the event the state agency’s consumption exceeds the first of the month nominated volume for the month, the pricing for the excess gas will be based on the daily price of the published Gas Daily – Daily Price Survey for the applicable day(s) and for the applicable pipeline serving the state agency facility.

**Billing and Payment:**

For the first accounting period, e.g., month, in which actual deliveries occur, Constellation will provide an invoice to the state agency or university following the initial month’s deliveries. The invoice will state the total MCF’s and MMBTU’s of natural gas sold hereunder during the initial accounting period based on the actual gas usage. Within approximately thirty (30) days from the date of receipt of such invoice, the state shall make payment to Constellation for the initial accounting period.

Each subsequent accounting period, e.g., month, Constellation will submit an invoice to the state agency stating the total MCF’s and MMBTU’s of natural gas sold hereunder during the prior month’s accounting period based on the State’s applicable natural gas usage adjusted for the difference between the preceding accounting period. Within thirty (30) days of the State’s receipt of each invoice, the state shall pay Constellation for the total amount of natural gas billed hereunder. All statements, invoices and payments shall be subject to correction of any errors contained therein for a period of three (3) years following their respective date of origin.

Constellation will consolidate LDC billing into the invoice. Constellation will bear responsibility for paying the LDC on the state’s behalf, and then passing through that payment on the invoice under the “LDC Payment and Pass-Through” fee per MMBTU on the Pricing Page. Constellation will provide the state agency with itemized LDC billing detail from the consolidated bill upon the state agency’s request.

**PRICING PAGE**

|  |  |   |
|--|--|---|
| <b>Pipeline: <u>PEPL</u></b><br><b>LDC: <u>Ameren</u></b>  |  | <b>Firm Transport Service<br/>(FTS)</b> |
| <b>Pricing shall apply to the following sites:</b><br>Boonville Correctional Center<br>Jefferson City Correctional Center<br>Moberly Correctional Center<br>Women's Eastern Reception and Diagnostic Center<br>Missouri National Guard (both Jefferson City locations) |  |   |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>   |  |   |
| 1  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____.52_                            |
| 2  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____.005_                         |
| 3  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____.005_                         |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |  |   |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract based on <u>Inside FERC</u> at the time                                     |  |   |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract   |  |   |

**PRICING PAGE (continued)**

| <b>Pipeline:</b> <u>PEPL</u><br><b>LDC:</b> <u>Ameren</u><br><br><b>Pricing shall apply to the following site:</b><br>Environmental Control Center   | <b>Firm Transport Service (FTS)</b>  |
|--|--|
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>   |  |
| 4  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  |
| 5  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> |
| 6  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |  |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract based on <u>Inside FERC</u> at the time |  |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract             |  |

**PRICING PAGE (continued)**

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| <b>Pipeline:</b> <u>PEPL</u><br><b>LDC:</b> <u>Empire</u><br><br><b>Pricing shall apply to the following sites:</b><br>Chillicothe Correctional Center   |  | <b>Firm Transport Service (FTS)</b> |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>   |  |                                     |
| 7  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____.52_                        |
| 8  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____.005_                     |
| 9  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____.005_                     |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |  |                                     |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract based on <u>Inside FERC</u> at the time |  |                                     |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract             |  |                                     |

**PRICING PAGE (continued)**

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| <b>Pipeline: <u>PEPL</u></b><br><b>LDC: <u>MGE</u></b><br><br><b>Pricing shall apply to the following sites:</b><br>Tipton Correctional Center   |  | <b>Firm Transport Service<br/>(FTS)</b> |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>   |  |   |
| 10   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____.52_                            |
| 11   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____.005_                         |
| 12   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____.005_                         |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |  |   |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract based on <u>Inside FERC</u> at the time |  |   |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract             |  |   |

**PRICING PAGE (continued)**

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| <b>Pipeline:</b> <u>MRT</u><br><b>LDC:</b> <u>Laclede</u><br><br><b>Pricing shall apply to the following sites:</b><br>Eastern Reception and Diagnostic Center<br>Farmington Correctional Center<br>Southeast Correctional Center  | <b>Firm Transport Service<br/>(FTS)</b>  |                 |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>   |  |                 |
| 13   | UNSPSC Code: 83101601 - <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____.190_   |
| 14   | UNSPSC Code: 83101601 - <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____.005_ |
| 15   | UNSPSC Code: 83101601 - <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____.005_ |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |  |                 |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract based on <u>Inside FERC</u> at the time |  |                 |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract             |  |                 |



**PRICING PAGE (continued)**

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| <b>Pipeline:</b> <u>ANR</u><br><b>LDC:</b> <u>Empire</u><br><br><b>Pricing shall apply to the following sites:</b><br>Maryville Treatment Center<br>Northwest Missouri State University<br><i>(see note regarding NW Mo. State University in paragraph 3.1.1)</i> | <b>Firm Transport Service<br/>(FTS)</b>  |                 |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>  |  |                 |
| 16  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____.08_    |
| 17  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____.005_ |
| 18  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____.005_ |
| <b>The following prices may vary based on market changes throughout the contract period.</b>  |  |                 |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract based on <u>Inside FERC</u> at the time                                |  |                 |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract  |  |                 |
|   |  |                 |

**PRICING PAGE (continued)**

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| <b>Pipeline:</b> <u>ANR</u><br><b>LDC:</b> <u>Atmos</u><br><br><b>Pricing shall apply to the following sites:</b><br>Truman State University   |  | <b>Firm Transport Service<br/>(FTS)</b> |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>   |  |   |
| 19   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____.08_                            |
| 20   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____.005_                         |
| 21   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____.005_                         |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |  |   |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract based on <u>Inside FERC</u> at the time |  |   |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract             |  |   |

**PRICING PAGE (continued)**

|   |  |                 |
|---|--|-----------------|
| <b>Pipeline:</b> <u>SSCGP</u><br><b>LDC:</b> <u>MGE</u><br><br><b>Pricing shall apply to the following sites:</b><br>Crossroads Correctional Center<br>Western Missouri Correctional Center<br>Western Reception and Diagnostic Center<br>Northwest Missouri Psychiatric Center | <b>Firm Transport Service (FTS)</b>  |                 |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>  |  |                 |
| 22  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____.29_    |
| 23  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____.005_ |
| 24  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____.005_ |
| <b>The following prices may vary based on market changes throughout the contract period.</b>  |  |                 |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract based on <u>Inside FERC</u> at the time  |  |                 |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract  |  |                 |
|   |  |                 |

**PRICING PAGE (continued)**

|  |  |   |
|--|--|---|
| <b>Pipeline:</b> <u>SSCGP</u><br><b>LDC:</b> <u>MGE</u>  |  | <b>Firm Transport Service<br/>(FTS)</b> |
| <b>Pricing shall apply to the following site:</b><br>University of Central Missouri (UCM)<br>NOTE: UCM has its own firm, market zone contract with SSCGP. Pricing should be based on deliveries into their market zone contract. |  |   |
| <b>The following prices shall be firm and fixed for the duration of the contract period</b>  |  |   |
| 25   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____.195_                           |
| 26   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____.005_                         |
| 27   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____.005_                         |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |  |   |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract based on Inside FERC at the time      |  |   |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract           |  |   |

**PRICING PAGE (continued)**

|  |  |   |
|--|--|---|
| <b>Pipeline:</b> <u>SSCGP</u><br><b>LDC:</b> <u>Direct Connect</u><br><br><b>Pricing shall apply to the following sites:</b><br>Higginsville Habilitation Center   |  | <b>Firm Transport Service<br/>(FTS)</b> |
| <b>The following prices shall be firm and fixed for the duration of the contract period</b>  |  |   |
| 28   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____.285_                           |
| 29   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____.005_                         |
| 30   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____.005_                         |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |  |   |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract based on <u>Inside FERC</u> at the time |  |   |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract             |  |   |

**PRICING PAGE** (continued)

|  |  |   |
|--|--|---|
| <b>Pipeline:</b> <u>SSCGP</u><br><b>LDC:</b> <u>SMG</u>  |  | <b>Firm Transport Service<br/>(FTS)</b> |
| <b>Pricing shall apply to the following sites:</b><br>Ozark Correctional Center  |  |   |
| <b>The following prices shall be firm and fixed for the duration of the contract period</b>  |  |   |
| 31   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>• The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____.255_                           |
| 32   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>• This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>• The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____.005_                         |
| 33   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>• For taking natural gas to the burnertip</li> <li>• The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____.005_                         |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |  |   |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li>• <i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract based on <u>Inside FERC</u> at the time |  |   |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li>• <i>Not assigned a line item number – not a contractually binding price</i></li> </ul> Price can vary throughout contract             |  |   |

**State of Missouri  
Office of Administration  
Division of Purchasing  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product Purchased (include Item No's., if available):** \_\_\_\_\_

**Rating Scale:** 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

| Product Rating                        | Rate<br>1-5, 5 best |
|---------------------------------------|---------------------|
| Product meets your needs              |                     |
| Product meets contract specifications |                     |
| Pricing                               |                     |

| Contractor Rating                  | Rate<br>1-5, 5 best |
|------------------------------------|---------------------|
| Timeliness of delivery             |                     |
| Responsiveness to inquiries        |                     |
| Employee courtesy                  |                     |
| Problem resolution                 |                     |
| Recall notices handled effectively |                     |

Comments: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_ Agency: \_\_\_\_\_

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

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



**Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:**

Office of Administration  
Division of Purchasing  
301 West High Street, RM 630  
PO Box 809  
Jefferson City, Missouri 65102  
**You may also e-mail form to the buyer as an attachment at**  
[jennie.rees@oa.mo.gov](mailto:jennie.rees@oa.mo.gov)



## NOTICE OF AWARD

**State Of Missouri**  
**Office Of Administration**  
**Division Of Purchasing**  
**PO Box 809**  
**Jefferson City, MO 65102-0809**  
<http://oa.mo.gov/purchasing>

|  |   |
|--|---|
| <b>SOLICITATION NUMBER</b><br>RFPC30034901900295   | <b>CONTRACT TITLE</b><br>Natural Gas Transportation   |
| <b>CONTRACT NUMBER</b><br>CC190295001  | <b>CONTRACT PERIOD</b><br>November 1, 2018 through June 30, 2021  |
| <b>REQUISITION/REQUEST NUMBER</b><br>N/A   | <b>SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID</b><br>2329901900 0 / MB00103159                               |
| <b>CONTRACTOR NAME AND ADDRESS</b><br>Exelon Corporation<br>DBA Constellation New Energy Gas Division LLC<br>9960 Corporate Campus Dr.<br>Louisville, KY 40223 | <b>STATE AGENCY'S NAME AND ADDRESS</b><br><br>Various agency locations<br>throughout the State of Missouri    |
| <b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>   |   |
| The proposal submitted by Exelon Corporation in response to SOLICITATION NO.: RFPC30034901900295, is accepted in its entirety.                                 |   |
| <b>BUYER</b><br>Jennie Rees  | <b>BUYER CONTACT INFORMATION</b><br>Email: Jennie.Rees@oa.mo.gov<br>Phone: (573) 751-6442 Fax: (573) 526-9816 |
| <b>SIGNATURE OF BUYER</b><br>   | <b>DATE</b><br>October 29, 2018   |
| <b>DIRECTOR OF PURCHASING</b><br><br>Karen S. Boeger                        |   |





STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
REQUEST FOR BEST AND FINAL OFFER (BAFO)  
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 002  
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901900295  
TITLE: Natural Gas Transportation  
ISSUE DATE: 10/19/18

REQ NO.: N/A  
BUYER: Jennie Rees  
PHONE NO.: (573) 751-6442  
E-MAIL: [jennie.rees@oa.mo.gov](mailto:jennie.rees@oa.mo.gov)

BAFO RESPONSE SHOULD BE RETURNED BY: 10/24/18 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: (U.S. Mail) PURCHASING PO BOX 809 JEFFERSON CITY MO 65102-0809 or (Courier Service) PURCHASING 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through June 30, 2021

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies  
Various Locations throughout Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

SIGNATURE REQUIRED

|   |  |   |  |
|---|--|---|--|
| VENDOR NAME<br><i>Construction Technology - Gas Division LLC</i>  |  | MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) |  |
| MAILING ADDRESS<br><i>9400 Buckner Parkway, Suite 100</i>   |  |   |  |
| CITY, STATE, ZIP CODE<br><i>Louisville Ky 40220</i>   |  |   |  |
| CONTACT PERSON<br><i>Todd Rees</i>  |  | EMAIL ADDRESS<br><i>Todd.Rees@Construction.Corp</i>                   |  |
| PHONE NUMBER<br><i>913-322-0657</i>   |  | FAX NUMBER  |  |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br><input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> IRS Tax-Exempt <i>X LLC</i> |  |   |  |
| AUTHORIZED SIGNATURE<br><i>[Signature]</i>  |  | DATE<br><i>10/22/18</i>   |  |
| PRINTED NAME<br><i>Kyle Jones</i>   |  | TITLE<br><i>Director - Strategic Transactions</i>                     |  |

ORIGINAL

**CONSTELLATION AN EXELON COMPANY**

**BEST AND FINAL OFFER REQUEST LIST**

**BAFO NO. 002 FOR RFPC30034901900295**

1. **IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:**

1.1 Paragraph 4.4.4 and its subparagraphs state, "In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:

- a. Vendor's entire proposal;
- b. Vendor's pricing;
- c. Vendor's proposed method of performance including schedule of events and/or deliverables;
- d. Vendor's experience information including customer lists or references;
- e. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

**Constellation's proposal indicated "CONFIDENTIAL" within the footer on all pages with the exception of the RFP completed pages.**

*Constellation's BAFO #002 response must indicate its compliance with section 4.4 to include all subparagraphs.*

2. **VENDOR RESPONSE TO CHANGED REQUIREMENTS:** Requirements of the RFP have been revised by BAFO #002. By signing the cover page of the BAFO request, the vendor indicates acceptance and compliance with all revisions therein.

*Constellation hereby waives the confidentiality in all areas identified above in 1.1.*

*Constellation stipulates our compliance with 4.4 and all subparagraphs.*

# FedEx<sup>®</sup> Express

Page 1 of 1

ORIGIN ID: SDFA (667) 313-6386  
KIRK STONE  
CONSTELLATION  
8400 BUNSEN PARKWAY, SUITE 100  
LOUISVILLE, KY 40220  
UNITED STATES US

SHIP DATE: 23OCT18  
ACTWGT: 1.00 LB  
CAD: 104152322/NET4040  
BILL SENDER

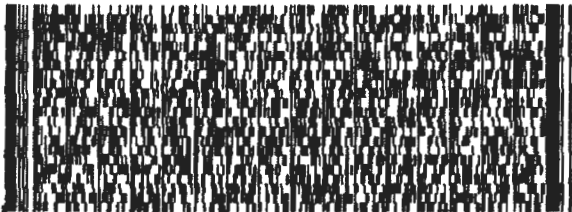
TO JENNIE REES, DIVISION OF PURCHASING  
STATE OF MISSOURI, OFFICE OF ADMIN.  
301 WEST HIGH STREET, TRUMAN BLDG.  
ROOM 630  
JEFFERSON CITY MO 65101

5521188F800C46

(502) 426-4500 REF: 84125  
NY: DEPT:  
PO:

DPNM 24 OCT '18 04:10:20

FZ B99  
RT 352  
10:30  
A

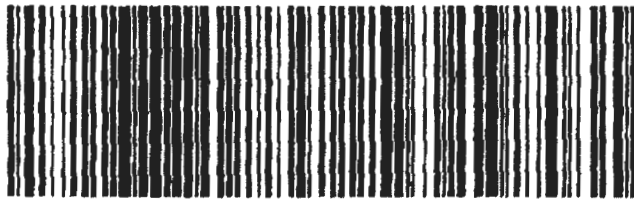


WED - 24 OCT 10:30A  
PRIORITY OVERNIGHT

TRK# 7735 4260 0685  
0201

XX JEFA

65101  
MO-US STL



Extremely Urgent



**Michael L. Parson**  
Governor

**Sarah H. Steelman**  
Commissioner

State of Missouri  
**OFFICE OF ADMINISTRATION**  
Division of Purchasing  
301 West High Street, Room 630  
Post Office Box 809  
Jefferson City, Missouri 65102-0809  
(573) 751-2387 FAX: (573) 526-9815  
TTD: 800-735-2966 Voice: 800-735-2466  
<http://oa.mo.gov/purchasing>

**Karen S. Boeger**  
Director

October 19, 2018

**VIA E-MAIL**

Constellation  
An Exelon Company  
Attn: Kirk Stone  
9400 Bunsen Parkway, Suite 100  
Louisville, KY 40220

Dear Mr. Stone:

In accordance with paragraph 4.6.1 of RFPC30034901900295 – Natural Gas Transportation, this letter shall constitute an official request by the State of Missouri to enter into a second round of competitive negotiations with your company. Included with this letter are two attachments.

The first attachment is the Best and Final Offer (BAFO) Request List and it includes a listing of areas identified in your proposal as concerns, areas requiring clarifications, and areas of deficiency which may not comply with the requirements of the RFP. The list also includes a request for specific responses to identified RFP paragraphs.

The second attachment is a complete copy of the RFP, including revisions to the RFP as a result of the BAFO. It includes a Best and Final Offer (BAFO) Form as the cover page.

Your detailed BAFO response needs to include the BAFO Form, completed and signed by an authorized representative of your organization acknowledging the changes. In addition, your detailed BAFO response should address each area identified on the BAFO Request List using the same numbering outline as the list. However, please be advised that it is not necessary for you to resubmit your entire proposal. Only the signed BAFO Form, your response to the BAFO Response List, and any portions of your proposal that are being revised as a result of this request for a Best and Final Offer need to be submitted.

In your response to this Best and Final Offer, you may make any modification, addition, or deletion deemed necessary to your proposal. However, please understand that the State of Missouri is under no obligation to advise you of concerns regarding your proposal and makes no claim related thereto. Your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing.

You are requested to respond to this BAFO request by submitting a written, sealed "Best and Final Offer" **BY 5:00 PM CENTRAL TIME ON WEDNESDAY, OCTOBER 24, 2018** to:

Attention: Jennie Rees  
Division of Purchasing  
301 West High Street, Truman Building, Room 630  
Jefferson City, MO 65101

The outside of the packet containing the BAFO response needs to state, "BAFO for RFPC30034901900295" on the lower left corner. Please include the original plus one (1) copy (for a total of two (2) documents) of your response. *Faxed or e-mailed responses are not acceptable.*

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

If you have any questions regarding this BAFO request, please contact me at (573) 751-6442 or e-mail me at [jennie.rees@oa.mo.gov](mailto:jennie.rees@oa.mo.gov). I sincerely appreciate your efforts in working with the State of Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

*Jennie Rees*

Buyer

C: RFPC30034901900295

Attachments: Best and Final Offer (BAFO) Request List  
RFP including BAFO form

**CONSTELLATION AN EXELON COMPANY**

**BEST AND FINAL OFFER REQUEST LIST**

**BAFO NO. 002 FOR RFPC30034901900295**

1. **IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:**

1.1 Paragraph 4.4.4 and its subparagraphs state, "In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:

- a. *Vendor's entire proposal;*
- b. *Vendor's pricing;*
- c. *Vendor's proposed method of performance including schedule of events and/or deliverables;*
- d. *Vendor's experience information including customer lists or references;*
- e. *Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).*

**Constellation's proposal indicated "CONFIDENTIAL" within the footer on all pages with the exception of the RFP completed pages.**

*Constellation's BAFO #002 response must indicate its compliance with section 4.4 to include all subparagraphs.*

2. **VENDOR RESPONSE TO CHANGED REQUIREMENTS:** Requirements of the RFP have been revised by BAFO #002. By signing the cover page of the BAFO request, the vendor indicates acceptance and compliance with all revisions therein.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
REQUEST FOR BEST AND FINAL OFFER (BAFO)  
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 001  
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901900295  
TITLE: Natural Gas Transportation  
ISSUE DATE: 10/12/18

REQ NO.: N/A  
BUYER: Jennie Rees  
PHONE NO.: (573) 751-6442  
E-MAIL: [jennie.rees@oa.mo.gov](mailto:jennie.rees@oa.mo.gov)

BAFO RESPONSE SHOULD BE RETURNED BY: 10/17/18 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: (U.S. Mail) PURCHASING  
PO BOX 809  
JEFFERSON CITY MO 65102-0809

or (Courier Service)  
PURCHASING  
301 WEST HIGH STREET, RM 630  
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through June 30, 2021

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies  
Various Locations throughout Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

SIGNATURE REQUIRED

|  |   |
|--|---|
| VENDOR NAME  | MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) |
| Construction Newenergy - Gas Division LLC  |   |
| MAILING ADDRESS  |   |
| 9900 BIRCH PARKWAY, SUITE 100  |   |
| CITY, STATE, ZIP CODE  |   |
| Louisville, KY 40220   |   |
| CONTACT PERSON   | EMAIL ADDRESS   |
| Todd Rees  | Todd.Rees@Construction.com  |
| PHONE NUMBER   | FAX NUMBER  |
| 913-322-0657   |   |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)  |   |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt <input checked="" type="checkbox"/> LLC |   |
| AUTHORIZED SIGNATURE   | DATE  |
|  | 10/16/18  |
| PRINTED NAME   | TITLE   |
| Todd Rees  | Principal - Strategic Transactions                                    |

NOTE: Construction makes no additional changes or exceptions to the previous response. Pricing remains the same as well.

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 0439  
 10:17  
 A

Page 1 of 1

ORIGIN ID:SDFA (667) 313-6386  
 KIRK STONE  
 CONSTELLATION  
 9400 BUNSEN PARKWAY, SUITE 100  
 LOUISVILLE, KY 40220  
 UNITED STATES US

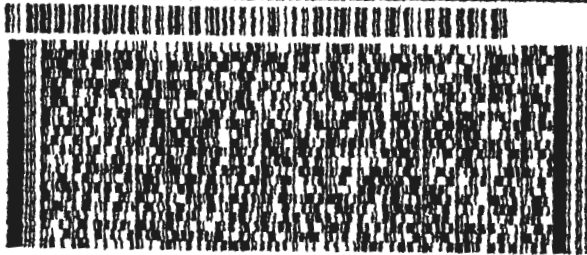
SHIP DATE: 16OCT18  
 ACTWGT: 1.00 LB  
 CAD: 104152322/NET4040

BILL SENDER

TO JENNIE REES, DIV. OF PURCHASING  
 STATE OF MISSOURI  
 301 WEST HIGH STREET  
 TRUMAN BLDG., ROOM 630  
 JEFFERSON CITY MO 65101

5621188FB0C6

(502) 426-4500 REF: 94125  
 INV. PO. DEPT.

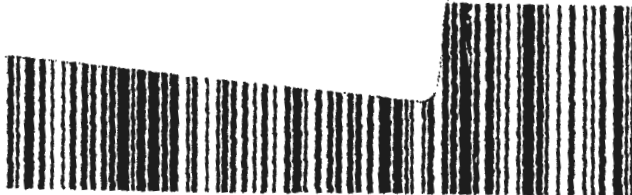


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 PRIORITY OVERNIGHT

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(nozi)

OPMM 17 OCT '18 AM 10:18

65101  
 MO-US STL



Extremely Urgent





**Michael L. Parson**  
Governor

**Sarah H. Steelman**  
Commissioner

State of Missouri  
**OFFICE OF ADMINISTRATION**  
Division of Purchasing  
301 West High Street, Room 630  
Post Office Box 809  
Jefferson City, Missouri 65102-0809  
(573) 751-2387 FAX: (573) 526-9815  
TTD: 800-735-2966 Voice: 800-735-2466  
<http://oa.mo.gov/purchasing>

**Karen S. Boeger**  
Director

October 12, 2018

**VIA E-MAIL**

Constellation  
An Exelon Company  
Attn: Kirk Stone  
9400 Bunsen Parkway, Suite 100  
Louisville, KY 40220

Dear Mr. Stone:

In accordance with paragraph 4.6.1 of RFPC30034901900295 – Natural Gas Transportation, this letter shall constitute an official request by the State of Missouri to enter into competitive negotiations with your company. Included with this letter is one attachment.

The attachment is a complete copy of the RFP, including revisions to the RFP as a result of the BAFO. It includes a Best and Final Offer (BAFO) form as the cover page.

Your detailed BAFO response needs to include the BAFO Form, completed and signed by an authorized representative of your organization acknowledging the changes. However, please be advised that it is not necessary for you to resubmit your entire proposal. Only the signed BAFO Form acknowledging the changes and any portions of your proposal that are being revised as a result of the changes within the Best and Final Offer need to be submitted.

In your response to this Best and Final Offer, you may make any modification, addition, or deletion deemed necessary to your proposal. However, please understand that the State of Missouri is under no obligation to advise you of concerns regarding your proposal and makes no claim related thereto. Your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing.

You are requested to respond to this BAFO request by submitting a written, sealed "Best and Final Offer" **BY 5:00 PM CENTRAL TIME ON FRIDAY, OCTOBER 17, 2018** to:

Attention: Jennie Rees  
Division of Purchasing  
301 West High Street, Truman Building, Room 630  
Jefferson City, MO 65101

The outside of the packet containing the BAFO response needs to state, "BAFO for RFPC30034901900295" on the lower left corner. Please include the original plus one (1) copy (for a total of two (2) documents) of your response. *Faxed or e-mailed responses are not acceptable.*

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

If you have any questions regarding this BAFO request, please contact me at (573) 751-6442 or e-mail me at [jennie.rees@oa.mo.gov](mailto:jennie.rees@oa.mo.gov). I sincerely appreciate your efforts in working with the State of Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Jennie Rees  
Buyer

C: RFPC30034901900295

Attachments: Best and Final Offer Acknowledgement Request  
RFP including BAFO form



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
REQUEST FOR PROPOSAL (RFP)**

**SOLICITATION/OPPORTUNITY (OPP) NO.:** RFPC30034901900295  
**TITLE:** STATEWIDE - Natural Gas Transportation  
**ISSUE DATE:** August 30, 2018

**REQ NO.:** N/A  
**BUYER:** Jennie Rees  
**PHONE NO.:** (573) 751-6442  
**E-MAIL:** [jennie.rees@oa.mo.gov](mailto:jennie.rees@oa.mo.gov)

**RETURN PROPOSAL NO LATER THAN: SEPTEMBER 20, 2018 AT 2:00 PM CENTRAL TIME (END DATE)**

**VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

|                                       |    |                                     |
|---------------------------------------|----|-------------------------------------|
| (U.S. Mail)                           | or | (Courier Service)                   |
| <b>RETURN PROPOSAL TO: PURCHASING</b> |    | <b>PURCHASING</b>                   |
| <b>PO BOX 809</b>                     |    | <b>301 WEST HIGH STREET, RM 630</b> |
| <b>JEFFERSON CITY MO 65102-0809</b>   |    | <b>JEFFERSON CITY MO 65101-1517</b> |

**CONTRACT PERIOD:** Date of Award through June 30, 2021

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

Various State Agencies  
Various Locations throughout Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

**SIGNATURE REQUIRED**

|   |  |
|---|--|
| <b>VENDOR NAME</b><br><i>Construction Management - GAI Division LLC</i>   | <b>MISSOURIBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)</b> |
| <b>MAILING ADDRESS</b><br><i>9400 GUNTER PARKWAY, SUITE 100</i>   |  |
| <b>CITY, STATE, ZIP CODE</b><br><i>Louisville Ky 40220</i>  |  |
| <b>CONTACT PERSON</b><br><i>Kirk Jones</i>  | <b>EMAIL ADDRESS</b><br><i>Kirk.Jones@Construction.com</i>                   |
| <b>PHONE NUMBER</b><br><i>913-322-0657</i>  | <b>FAX NUMBER</b><br><i>443-312-3525</i>                                     |
| <b>VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)</b><br><input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt |  |
| <b>AUTHORIZED SIGNATURE</b><br><i>[Signature]</i>   | <b>DATE</b>  |
| <b>PRINTED NAME</b><br><i>Kirk Jones</i>  | <b>TITLE</b><br><i>Principal - Strategic Transactions</i>                    |

**EXHIBIT A**  
**PROPOSED METHOD OF PERFORMANCE**

The evaluation of the vendor's proposal for performing all tasks as specified herein will be subjective and based on information the vendor provides as it relates to section 3 of the RFP. The vendor should address each task to be performed. The vendor's response should be straightforward and limited to facts, solutions to problems, and plans of action. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

Among considerations that will be reviewed when conducting this portion of the evaluation, those vendors best capable of serving all sites, and deemed to have better, up-to-date technical performance capabilities, better equipment, and better supply capabilities as determined, in part, by the answers to the questions below, will receive more points than vendors lacking similar capabilities.

It is the vendor's responsibility to make sure all products and services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the vendor's proposed products and services; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

1. The vendor should describe their source of natural gas, volumes available for delivery, and how the vendor will assure the nominated volumes will be provided.
- 2.

Constellation currently serves the following customer base in Missouri:

| <u>LDC</u> | <u>Annual Usage</u> |
|------------|---------------------|
| Ameren     | 4.5 BCF             |
| Empire     | 1.4 BCF             |
| Laclede    | 0.5 BCF             |
| MGE        | 6.7 BCF             |
| SoMO       | 0.4 BCF             |

Constellation currently transports the below annual volumes by pipeline on a firm basis:

| <u>Pipeline</u> | <u>Total</u> | <u>Deliv to MO</u> |
|-----------------|--------------|--------------------|
| PEPL            | 28.1 BCF     | 7.1 BCF            |
| SSCGP           | 31.0 BCF     | 9.1 BCF            |

Constellation will provide firm delivery to the State, working closely with the appropriate contacts on needed and supplied volumes to ensure those volume requirements are communicated and scheduled.

3. If the vendor's current annual firm volumes are insufficient for deliveries under the contract, the vendor should indicate how additional capacity would be acquired by the vendor.

NA

4. The vendor should identify each company that will transport the gas from the wellhead to each state agency and university location.

| Delivery Point/Banner/Location                               | Company Transporting Gas  |
|--|---|
| Boonville Correctional Center                                | Constellation has relationships with multiple upstream wholesale suppliers delivering gas utilized for the States usage. Confidentiality prohibits us from disclosing the names and details associated with those arrangements. |
| Chillicothe Correctional Center                              |   |
| Crossroads Correctional Center                               |   |
| Eastern Reception and Diagnostic Center                      |   |
| Farmington Correctional Center                               |   |
| Higginsville Habilitation                                    |   |
| Jefferson City Correctional Center                           |   |
| Maryville Treatment Center                                   |   |
| Missouri National Guard Location #1                          |   |
| Missouri National Guard Location #2                          |   |
| Moberly Correctional Center                                  |   |
| Northwest Missouri Psychiatric Rehabilitation                |   |
| Ozark Correctional Center                                    |   |
| Tipton Correctional Center                                   |   |
| Western MO Correctional Center                               |   |
| Western Reception Diagnostic Correctional Center             |   |
| Women's Eastern Reception Diagnostic and Correctional Center |   |
| Truman State University                                      |   |
| University of Central Missouri                               |   |
| Northwest Missouri State University Maryville, MO            |   |

5. The vendor should describe the time required by the vendor to initially implement gas service to the identified state agencies and universities.

With Constellation being the current supplier for all of the States requirements, there will be no additional transition activities or timing required

6. The vendor should describe their "total energy management plan" for state agencies and universities.

Constellation view energy procurement as a strategy, not just a volume at a price. As such, we have developed a wide range of proprietary tools designed to assist the State in not only developing that strategy but implementing it as well to manage your total energy cost. A description of those tools and strategies are contained in this response document.

7. The vendor should indicate if they ship, or have natural gas shipped, using released capacity. If yes, were the savings incurred by using capacity release passed on to the customer?

Constellation has a portfolio of transportation assets under contract and provides pricing to customers that reflect any savings/cost associated with those assets. Constellations portfolio consists of both recallable and non-recallable capacity. However, Constellations commitment to customers provides for firm delivery regardless of how we are sourcing the supply.

8. The vendor should identify methods used to monitor and forecast daily consumption, balance the end user's account(s), and adjust nominations to keep the state in balance with the LDC or pipeline.

*Constellation has a dedicated Volume Management staff that accesses consumption and balances customer accounts by adjusting nominations throughout the month to mitigate any imbalance issues*

9. The vendor should explain their process for tracking and resolving imbalances.
10. The vendor should address how imbalance amounts are "cashed-out," i.e. at what rate are overages/deficits priced?

*Spot Market price or pricing mechanism to be determined*

11. The vendor should indicate if they provide monthly or quarterly billing and if billing is handled internally or externally.

*All billing is done in house by Constellation employees*

12. The vendor should indicate the number of customers the vendor provides with transport service for by pipeline.

*See 1 above*

In addition to the above, the vendor should describe the following for consideration as it relates to the potential impact on the Missouri economy.

13. The vendor should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
14. The vendor should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
15. The vendor should indicate whether any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States. The vendor **MUST** disclose such fact and provide details with the proposal.

In addition to the above, the evaluation of the vendor's company profile will be subjective and based on information provided by the vendor in response to the items listed below.

1. The vendor should indicate the length of time the vendor has been in business and where the vendor fits within the overall national and local Missouri markets.

Constellation, a unit of Chicago-based Exelon Corporation (NYSE: EXC), provides energy products and services to retail and wholesale customers across 46 states, the District of Columbia and Canada. Constellation helps residential consumers, commercial and industrial businesses, and governments and institutions buy, manage and use their energy.

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2. The vendor should identify the number of customers served.

The Constellation retail companies serve more than two-thirds of the Fortune 100, approximately 100,000 business and public-sector customers and approximately 1 million residential customers.

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3. The vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of the customer service representative to management and to support personnel should be clearly illustrated.

In attached documents

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**EXHIBIT B**

**VENDOR'S EXPERIENCE AND RELIABILITY**

The following information should be provided in order to verify the experience of the vendor's organization and the ability of the vendor in providing the proposed products and services. The State reserves the right to use this information as well as any which may be gained from any other source during the evaluation process.

The vendor should provide at least three (3) current customers, particularly other public or governmental entities, who have acquired similar services from the vendor. The following is provided for including this information. The vendor should complete the information requested below for each reference being submitted as demonstration of the vendor's prior experience. The vendor is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Company Name: Illinois Energy Consortium

Contact Name/Title: Ronald Steigerwald, Marketing Director

City: Chicago State: Illinois

Telephone Number and Area Code: 847-567-3051

E-mail Address: rsteigerwald@hotmail.com

Description of Services Provided: Natural Gas Supply Services

Availability status of Reference: \_\_\_\_\_

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Company Name: Childrens Memorial Hospital, Chicago

Contact Name/Title: Jack Houlihan, Director of Operations

City: Chicago State: Illinois

Telephone Number and Area Code: 773-880-4000

E-mail Address: jmhoulihan@childrensmemorial.org

Description of Services Provided: Natural Gas Supply Services

Availability status of Reference: \_\_\_\_\_

---

Company Name: Baltimore Regional Cooperative Purchasing Committee

Contact Name/Title: Matt Carpenter, Budget Analyst

City: Baltimore State: Maryland

Telephone Number and Area Code: 410-887-8846

E-mail Address: mcarpenter@baltimorecountymd.gov

Description of Services Provided: Natural Gas Supply Services

Availability status of Reference: \_\_\_\_\_



**EXHIBIT C**  
**MISCELLANEOUS INFORMATION**

**EMPLOYEE BIDDING/CONFLICT OF INTEREST:**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:

NA

If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:

NA


Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:

0 %

**ADDENDUM TO THE VENDOR'S TERMS AND CONDITIONS:**

By signing the signature block below, the vendor hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her response, including any pre-printed terms and conditions documents that are submitted as part of his/her response, and (2) that any of the vendor's terms and conditions contained in the submitted response or pre-printed terms and conditions documents that conflict with the RFP's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the vendor's response or pre-printed terms and conditions documents that are not in conflict with the RFP shall apply hereto.

**(SIGNATURE REQUIRED)**

|  |  |
|--|--|
| <i>all</i>  | <u>9/20/18</u>                         |
| AUTHORIZED SIGNATURE   | DATE                                   |
| <u>LIFE LINE</u>   | <u>PRINCIPAL - STRATEGIC TRANSPORT</u> |
| PRINTED NAME   | TITLE                                  |
| <u>CONSTRUCTION MANAGEMENT - CAL DIVISION LLC</u>  |  |
| VENDOR'S COMPANY NAME  |  |

**EXHIBIT C (continued)**  
**MISCELLANEOUS INFORMATION**

**Registration of Business Name (if applicable) with the Missouri Secretary of State:**

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

|   |                            |
|---|----------------------------|
|   |                            |
| <b><i>Charter Number (if applicable)</i></b>  | <b><i>Company Name</i></b> |
| <b>If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:</b> |                            |

**EXHIBIT D**  
**PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor's proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the vendor must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

| <b>MBE Participation Commitment Table</b>  |  |   |
|--|--|---|
| <i>(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</i> |  |   |
| <b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>  | <b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b> | <b>Description of Products/Services to be Provided by Listed MBE</b><br><i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1.   | 0 %  | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:  |
| 2.   | 0 %  | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:  |
| <b>Total MBE Percentage:</b>   | 0 %  |   |

**EXHIBIT D (continued)**

| <b>WBE Participation Commitment Table</b>   |   |  |
|---|---|--|
| (The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) |   |  |
| Name of Each Qualified Women Business Enterprise (WBE) proposed   | Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed WBE<br><i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1.  | ϕ %   | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:   |
| 2.  | %<br>-----  | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:   |
| <b>Total WBE Percentage:</b>  | ϕ %   |  |

| <b>Organization for the Blind Sheltered Workshop Commitment Table</b>   |  |
|---|--|
| By completing this table, the vendor certifies to be aware of the organization and the location of the organization and to be a qualified contractor for the value of the contract.   |  |
| (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) |  |
| Name of Organization for the Blind or Sheltered Workshop Proposed   | Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop<br><i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1. <i>NA</i>  | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:   |
| 2.  | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:   |

**EXHIBIT D (continued)**

| <b>SDVE Participation Commitment Table</b>   |   |   |
|--|---|---|
| (The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) |   |   |
| <b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>   | <b>Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)</b> | <b>Description of Products/Services to be Provided by Listed SDVE</b><br><i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1.<br><br><i>NA</i>  | <i>0</i> %  | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:  |
| 2.   | %   | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:  |
| <b>Total SDVE Percentage:</b>  | <b>%</b>  |   |

**EXHIBIT E**  
**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's proposal.

*- Copy This Form For Each Organization Proposed -*

Vendor Name:

*(CONSTRUCTION NECESSARY - EA DIVISION LLC WILL NOT BE ABLE TO PARTICIPATE IN THE MBE/WBE SCHEDULE)*

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.*

Indicate appropriate business classification(s):

     MBE         WBE         Organization for the Blind         Sheltered Workshop         SDVE

Name of Organization: \_\_\_\_\_

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (if SDVE, provide MO Address): \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

SDVE's Website Address: \_\_\_\_\_ Certification (or attach copy of certification) \_\_\_\_\_

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

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_ SDV's Signature: \_\_\_\_\_

(Please Print)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (as the participating organization) have agreed to provide:

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

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)*

\_\_\_\_\_  
*Date  
(Dated no earlier than the RFP issuance date)*

*NOT APPLICABLE*

**EXHIBIT E (continued)**  
**DOCUMENTATION OF INTENT TO PARTICIPATE**  
**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing (Purchasing), the vendor must provide the following SDV documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The vendor should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified above to Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to Purchasing.

Date SDV Documents were Submitted: \_\_\_\_\_

Previous Proposal/Contract Number for Which the SDV Documents were Submitted: \_\_\_\_\_  
(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at <http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, Purchasing will remove the SDVE and associated SDV from the database.)

|  |               |
|--|---------------|
| <b>FOR STATE USE ONLY</b>                  |               |
| SDV Documents - Verification Completed By: |               |
| _____<br>Buyer                             | _____<br>Date |

*NOT APPLICABLE*

**EXHIBIT F**  
**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.

Consolidated New Jersey, Gas Division LLC  
Company Name

23-2990190  
DUNS #

Kirk Stone  
Authorized Representative's Printed Name

Principal - Strategic Transactions  
Authorized Representative's Title

[Signature]  
Authorized Representative's Signature

9/24/18  
Date

**Instructions for Certification**

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



**EXHIBIT G**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A - CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; OR
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under RFPC30034901802385 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

|   |                                       |
|---|---------------------------------------|
| Authorized Representative's Name (Please Print) | Authorized Representative's Signature |
| Company Name (if applicable)                    | Date                                  |

*NOT APPLICABLE*

**EXHIBIT G, continued**

*(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)*

**BOX B - CURRENT BUSINESS ENTITY STATUS**

*Continued Newberry -*

I certify that CAH Division LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Kirk Jones  
Authorized Business Entity Representative's Name (Please Print)

*[Signature]* *all*  
Authorized Business Entity Representative's Signature

Continued Newberry - CAH Division LLC  
Business Entity Name

9/20/10  
Date

Kirk.Jones@ContinuedNewberry.com  
E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT G, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

|                                       |                            |
|---------------------------------------|----------------------------|
| _____                                 | _____                      |
| Authorized Representative's Signature | Printed Name               |
| _____                                 | _____                      |
| Title                                 | Date                       |
| _____                                 | _____                      |
| E-Mail Address                        | E-Verify Company ID Number |

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_, I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

|                     |       |
|---------------------|-------|
| _____               | _____ |
| Signature of Notary | Date  |

*NOT APPLICABLE*

**EXHIBIT G, continued**

*(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)*

**BOX C AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security - Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University\* to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University - St. Louis; Missouri Southern State University - Joplin; Missouri Western State University - St. Joseph; Northwest Missouri State University - Maryville; Southeast Missouri State University - Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

*CONSTRUCTION IS IN THE PROCESS OF REGISTRATION*



**Constellation**

An Exelon Company

## State of Missouri

**Request for Proposal - Natural Gas Supply – RFPC30034801900295**

September 20, 2018

Submitted by:

Constellation NewEnergy – Gas Division, LLC

9400 Bunsen Parkway

Suite 100

Louisville, KY 40220

Tel 800.900.1983

[www.constellation.com](http://www.constellation.com)

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This submission includes proprietary and confidential information belonging to Constellation Energy Resources, LLC. By accepting this RFP submission the recipient agrees to take reasonable precautions to protect such confidential information, including that the information will not be duplicated, used, or disclosed to third parties, in whole or part, for any purpose other than evaluation of the RFP.



September 20, 2018

Ms. Tari Shulte  
State of Missouri Purchasing  
301 West High Street, RM 630  
Jefferson City, MO 65101-1517

**RE: Response to Bid for State of Missouri - Natural Gas Supply – RFPC30034901900295**

Dear Ms. Schulte,

Constellation NewEnergy-Gas Division, LLC (“CNEG”), a subsidiary of Exelon Corporation, is pleased to offer the attached quote for the Natural Gas Supply. As one of the largest retail natural gas suppliers in North America, CNEG is uniquely qualified to continue as your retail energy supplier. CNEG is a proud member of the Exelon Corporation family (NYSE: EXC).

CNEG’s success is built upon strength, flexibility and our intense focus on customer satisfaction. We are the chosen supplier of approximately 100,000 business and public-sector customers across the United States and Washington DC, including two-thirds of the Fortune 100. CNEG is committed to providing you with superior service, unique market insight and comprehensive energy solutions to help you manage and lower your total energy cost. Please note that pricing presented here is indicative and subject to refresh prior to execution.

We appreciate the opportunity to submit our response and we look forward to the opportunity to serve your energy needs. Should you have questions, please do not hesitate to call.

Regards,

*Todd Riley*

**Todd Riley**  
Sr. Business Development Manager  
Office: 913-322-0657  
Todd.riley@constellation.com



**Constellation**

An Exelon Company

## Additional Required Documents

1. Submission Form
2. Exhibit A – Proposed Method of Performance
3. Exhibit B – Vendor Experience and Reliability
  - a. A more complete list of references is contained in this proposal
4. Exhibit C - Miscellaneous Information
5. Exhibit D – Participation Commitment
6. Exhibit E – Documentation of Intent to Participate (NA)
7. Exhibit F – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions
8. Exhibit G – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization



## Additional Background Information

### Organization Structure

#### Corporate Structure

Constellation, a unit of Chicago-based Exelon Corporation (NYSE: EXC), provides energy products and services to retail and wholesale customers across 46 states, the District of Columbia and Canada. Constellation helps residential consumers, commercial and industrial businesses, and governments and institutions buy, manage and use their energy.

Constellation's customers enjoy a wide range of innovative and integrated solutions, from electricity, natural gas and renewable energy supply to energy management solutions, including load response, real-time energy management and solar and energy efficiency projects.

The Constellation retail companies serve more than two-thirds of the Fortune 100, approximately 100,000 business and public-sector customers and approximately 1 million residential customers. Constellation's retail brands include CNEG, Constellation NewEnergy, Inc., StarTex Power, Constellation Energy Gas Choice, Inc., and BGE HOME.

Kenneth W. Cornew is president and CEO of Constellation ([www.constellation.com](http://www.constellation.com)). The company is headquartered in Baltimore.



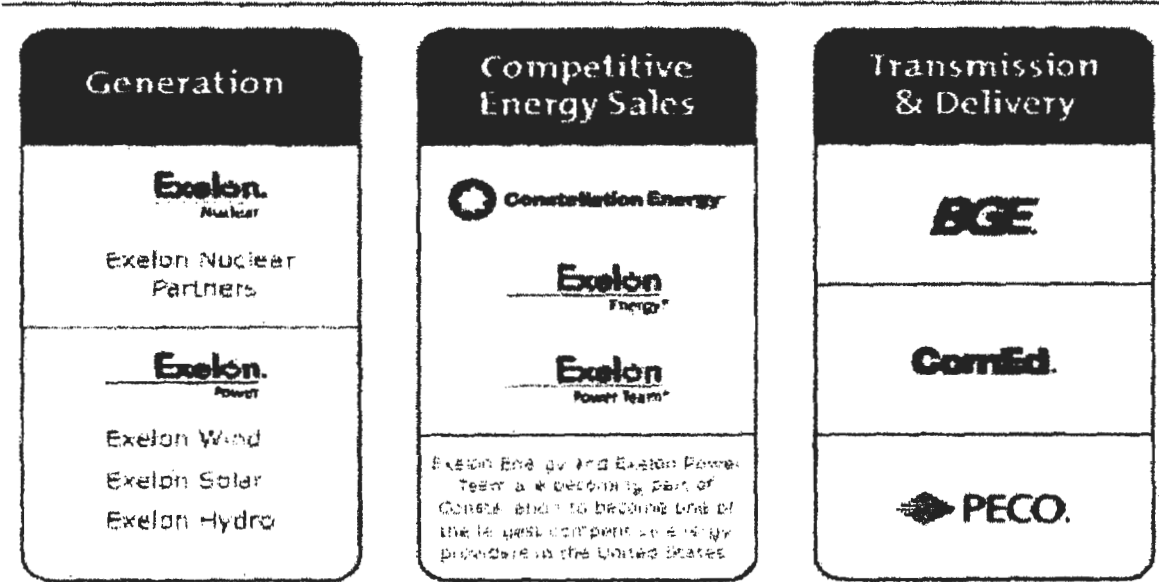


**Organizational Structure**

**Exelon Corporation**

The leading U.S. competitive energy provider, with one of the cleanest and lowest-cost power generation fleets and largest retail customer bases in the country.

**Exelon Corporate Structure**



Exelon Corporation (NYSE:EXC) is the nation's leading competitive energy provider, with approximately \$33 billion in annual revenues. Headquartered in Chicago, Exelon is the largest competitive U.S. power generator, with more than 35,000 megawatts of owned capacity comprising one of the nation's cleanest and lowest-cost power generation fleets.

Exelon's utilities deliver electricity and natural gas to approximately 6.6 million customers in central Maryland (BGE), northern Illinois (ComEd) and southeastern Pennsylvania (PECO). Learn more at [www.exelencorp.com](http://www.exelencorp.com).



### **Financial Information**

CNEG is a subsidiary of Exelon Corporation. CNEG's Tax I.D. # is 23-2990190 and is a Kentucky limited liability company. CNEG does not have a credit rating with the rating agencies.

Ratings of its parent, Exelon Corporation are noted below:

- The NYSE Ticker Symbol for Exelon is EXC
- Exelon's credit ratings are as follows:
- S&P: BBB+; Moody's: Baa1; Fitch: BBB+
- Dun & Bradstreet Number: 062500678

**Constellation & Exelon's most recent 10K and 10Q information can be found at:**

<http://www.exeloncorp.com/investor-relations/financials-and-performance>

**Electronic copies of Exelon's Annual Reports can be found at:**

<http://www.exeloncorp.com/investor-relations/financials-and-performance>

### **Natural Gas Supply**

Constellation NewEnergy-Gas service offerings include:

- Risk management and financial hedge services
- Competitively priced natural gas supply
- Expertise on all major natural gas pipelines
- Complete transportation arrangements: firm and interruptible service, storage, and balancing
- Nomination and scheduling services
- Flexible contract terms, including multiple pricing and contract length options

We also offer EnerPro®, a comprehensive online energy management tool that provides information about the energy market to assist customers in the making of energy investment decisions. EnerPro allows customers to view invoices and reports, provides access to general market intelligence data and provides essential information at the customer's fingertips. Customers also receive information about regulatory updates and industry news.

By applying our expertise to innovative supply, transportation, procurement and risk management offerings, we have set new industry standards and established best practices.



Our customized portfolio management includes the following Risk Management products:

The Minimize Volatile Pricing (MVP) program allows customers to take advantage of a proven systematic price-locking program that attempts to reduce natural gas price volatility through staged purchases. A series of mathematical price targets and overlays is used to determine the timing of locking in purchases.

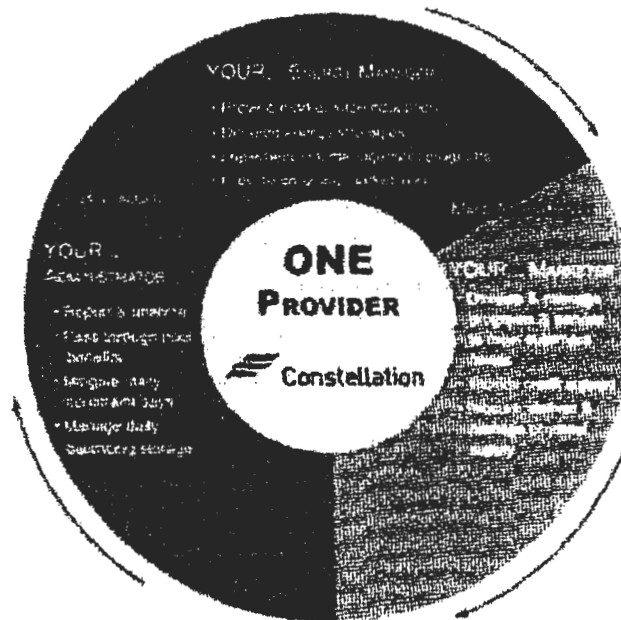
The program can be used in conjunction with various price-locking and/or spot market strategies to create a diversified energy procurement plan. The MVP program uses a disciplined approach that saves time and eliminates emotions and guesswork. A diversified transactional approach minimizes risk associated with a "single transaction."

The Managed Procurement Program (MPP) is designed to reduce price volatility associated with purchasing physical natural gas in a volatile and unpredictable market. The Program takes a structured pricing approach to manage risk.

Constellation uses a diversified mix of weighted pricing alternatives and risk management tools to determine the Program price, including fixed-price purchases, cap-price solutions, and monthly and daily index.

VALUE ADDED SERVICES

With our full-service energy provider model, Constellation NewEnergy-Gas will provide a dedicated account manager who ensures efficient execution and response.





# Constellation

An Exelon Company

## NATURAL GAS PRODUCTS

Given the vast amount of information and suppliers in today's natural gas market, businesses often struggle to identify the most cost effective gas procurement strategy for their energy spend.

Businesses are faced with diverse and challenging objectives. Fortunately, there are several options to be considered to meet those objectives.

Constellation assists customers by factoring in customer goals and objectives in concert with current and future market risks and opportunities to help customers develop and implement the most cost-effective solutions.

With our transactional price solutions, businesses can fix all or a portion of their gas volume while purchasing the remainder at a spot or index price. We also offer a host of full-service solutions that range from simple to complex, with varying degrees of budget certainty and risk.

## PRODUCT AND MARKET EXPERIENCE

Constellation NewEnergy-Gas offers unparalleled breadth and depth in every category that is critical to fulfilling your businesses natural gas requirements.

|                        |   |
|------------------------|---|
| <b>Supply</b>          | Active market participant in all major supply basins and trading points in N. America |
| <b>Transportation</b>  | Active on more than 45 interstate pipelines on a daily basis                          |
| <b>Distribution</b>    | Schedule, nominate and balance on 100+ LDCs   |
| <b>Risk Management</b> | Unique and proven programs offered to facilitate purchasing strategies                |
| <b>Tariffs</b>         | Expertise managing 100+ LDC and pipeline tariffs                                      |
| <b>Reporting</b>       | In-house systems managing over 18,000 thousands of customer facilities                |
| <b>Operation</b>       | Managing supply, transportation and distribution 24 hrs/day                           |
| <b>People</b>          | Over 250 Energy Management Professionals  |

## RISK MANAGEMENT AND PURCHASING OPTIONS

CNEG combines traditional natural gas procurement with today's risk management strategies. Using cutting-edge information to manage risk in today's volatile energy market, our effective strategies impact more than 70 percent of your total costs by:

- Minimizing overall costs
- Reducing price volatility
- Stabilizing cash flow
- Protecting corporate profits
- Achieving a high level of predictably



## **BILLING AND INVOICING SERVICES**

Upon credit approval, we can offer our standard payment terms – typically net 10 days from the date of the invoice

A monthly invoice is sent by the 10th business day of the month. The invoice is also posted on Energy Manager for your convenience. Your invoice will show the quantity and unit price of gas delivered during the prior month as well as any true-ups or adjustments for actual consumption and any utility charges in the case of Constellation NewEnergy-Gas providing a consolidated billing service

Customers can remit the invoiced amount to a bank cash collateral account, established by Constellation NewEnergy-Gas, by check, wire, transfer, or other Constellation NewEnergy-Gas approved electronic method.

Consolidated billing is available through Constellation NewEnergy-Gas. If consolidated billing is chosen, all utility charges shall be paid by Constellation NewEnergy-Gas (with prior credit approval) and billed as part of our monthly commodity invoice. You also have the option of having the utility invoices scanned and sent monthly as a PDF file.

## **REPORTING AND CUSTOMER DATA ACCESS**

At Constellation, we strive to provide you the best-in-class online account management tools. Energy Manager has new features and streamlined reporting to help you better manage your energy needs 24/7. Energy Manager will provide you:

- Easy access to your facilities and accounts in a modern user interface
- Quick access to your account information from your mobile phone and tablet
- Enhanced online bill pay and auto-pay, now including debit and credit card payments
- Visually enhanced energy usage dashboards
- Customized logins for multiple employees at your company



**Constellation**

An Exelon Company

**References**

**Illinois Energy Consortium**

CNEG customer since Dec 2008

Monthly usage approximately 365,000 Dth

Annual usage approximately 4,400,000 Dth

**Ronald Steigerwald**

**Marketing Director**

847-567-3051

rsteigerwald@hotmail.com

**Children's Memorial Hospital, Chicago**

CNEG customer since July 2008

Annual usage approximately 350,000 Dth

**Jack Houlihan**

**Director of Operations**

773-880-4000

Jmhoulihan@childrensmemorial.org

**Baltimore Regional Cooperative Purchasing Committee**

CNEG customer since June 2007

Monthly usage approximately 200,000 Dth

Annual usage approximately 2,400,000 Dth

**Matt Carpenter**

**Budget Analyst**

400 Washington Ave, Rm. 148

Towson, MD 21204

410-887-8846

mcarpenter@baltimorecountymd.gov

**Kansas Industrial Energy Supply**

**Clay Schuler – President**

Wichita KS

316-619-7345

1kies@sbcglobal.com



## **Exceptions and Comments Related to RFP**

### **Section 2.18 – Property of State - EXCEPTION**

Constellation takes exception to including the following section because Constellation cannot destroy or return archived information. Further, any work product would remain the property of Constellation. "All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contract pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri".

### **Section 3.6.5 – Price – EXCEPTION**

Constellation takes exception to including this section "NOTE: The State may elect at its discretion through a third party account to initiate the use of financial instruments such as, but not limited to, swaps, futures, options, or derivatives for pricing of natural gas. The contractor agrees to the transfer of these positions into their similar account(s) from the State's third party account. The transferred positions will serve as the pricing mechanism for the quantity, time and location specified."

If the State wishes to transfer such positions to Constellation, we would need to negotiate a separate appropriate financial only contract provision and they would then be limited to the type of physical transactions they can enter into.

### **Section 3.1.2 – Adds/Deletes**

Constellation is agreeable to this section but the State should realize the risk associated with that and that a risk adder (albeit small) is included in the Pricing Sheets

### **Section 3.4.1 and 3.4.2 – Delivery Point, Ownership and Control - EXCEPTION**

CNEG holds title to the gas and has the sole responsibility to deliver, or cause to be delivered, the natural gas to the applicable Delivery Point. Title shall pass to Customer at the Delivery Point and Customer shall have the sole responsibility for transporting the gas from the Delivery Point. "Delivery Point" means the city gate interconnection between the Utility and the upstream Transporter or such other delivery point(s) as are agreed in a TC. However, to the extent that Customer owned transportation capacity is used to deliver natural gas to the Customer, the Delivery Point shall be the receipt point of such capacity.

### **Section 3.7.2 – Imbalances – EXCEPTION**

CNEG cannot be responsible for imbalances caused by the Citygate not delivering to the burner tip as we have no control on that activity.

RFPC30034901900295

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PRICING PAGE

|   |  |                                      |
|---|--|--------------------------------------|
| <b>Pipeline:</b> <u>PEPL</u><br><b>LDC:</b> <u>Ameren</u>   |  |                                      |
| <b>Pricing shall apply to the following sites:</b><br>Boonville Correctional Center<br>Jefferson City Correctional Center<br>Moberly Correctional Center<br>Women's Eastern Reception and Diagnostic Center<br>Missouri National Guard (both Jefferson City locations)                    |  | <b>Firm Transport Service (FTS)</b>  |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>  |  |                                      |
| 1   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ <u>.52</u>                        |
| 2   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ <u>.005</u>                     |
| 3   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ <u>.005</u>                     |
| <b>The following prices may vary based on market changes throughout the contract period.</b>  |  |                                      |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on Inside FERC at the time</li> </ul> |  | + \$4.00                             |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>  |  | + \$ <u>NA</u>                       |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above)   |  | \$ <u>4.53</u><br><b>TOTAL (FTS)</b> |
| <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul>                                 |  |                                      |





**Minority/Women Owned Business Practices**

Constellation is fully committed to the concept and practice of equal employment opportunity and affirmative action. Constellation is proud of its achievements in promoting the success of minorities, females, veterans and individuals with disabilities and continually reaffirms its commitment to promote equal employment opportunity. Positions with Constellation are open to qualified individuals regardless of their age, disability, marital status, national origin, race, religion, sex, sexual orientation, veteran status or other conditions protected by law. Constellation believes it gains a competitive advantage by fostering an environment that appreciates different perspectives. Our company will continue to develop a workforce that not only meets the needs of its increasingly diverse customers, but also is reflective of our customers and the communities in which we do business.

From a corporate perspective, Constellation abides by federal, state and local policies in dealing with minority businesses through a set of policies used throughout the organization. These policies are filed as required with the federal and state government agencies in the jurisdictions in which each organization conducts business operations; however, in the normal course of providing proposals, Constellation does not provide copies of these policies.

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**PRICING PAGE (continued)**

|   |  |   |
|---|--|---|
| <b>Pipeline: <u>PEPL</u></b><br><b>LDC: <u>Ameren</u></b><br><br><b>Pricing shall apply to the following site:</b><br>Environmental Control Center  |  | <b>Firm Transport<br/>Service (FTS)</b> |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>  |  |   |
| 4   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ <u>0.52</u>                          |
| 5   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ <u>.005</u>                        |
| 6   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ <u>.005</u>                        |
| <b>The following prices may vary based on market changes throughout the contract period.</b>  |  |   |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>  |  | + \$4.00                                |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>  |  | + \$ <u>NA</u>                          |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above) <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |  | \$ <u>4.53</u><br><b>TOTAL (FTS)</b>    |

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**PRICING PAGE (continued)**

|  |  |                                     |
|--|--|-------------------------------------|
| <b>Pipeline:</b> <u>PEPL</u><br><b>LDC:</b> <u>Empire</u>  |  | <b>Firm Transport Service (FTS)</b> |
| <b>Pricing shall apply to the following sites:</b><br>Chillicothe Correctional Center  |  |                                     |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>   |  |                                     |
| 7  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ <u>.52</u>                       |
| 8  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ <u>.005</u>                    |
| 9  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ <u>.005</u>                    |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |  |                                     |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul> |  | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>   |  | + \$ <u>NA</u>                      |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above)  |  | \$ <u>4.53</u>                      |
| <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul>  |  | <b>TOTAL (FTS)</b>                  |

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**PRICING PAGE (continued)**

|  |  |                                     |
|--|--|-------------------------------------|
| <b>Pipeline: PEPL</b><br><b>LDC: MGE</b>   |  | <b>Firm Transport Service (FTS)</b> |
| <b>Pricing shall apply to the following sites:</b><br>Tipton Correctional Center   |  |                                     |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>   |  |                                     |
| 10   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ <u>.52</u>                       |
| 11   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ <u>.005</u>                    |
| 12   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ <u>.005</u>                    |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |  |                                     |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul> |  | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>   |  | + \$ <u>NA</u>                      |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above)  |  | \$ <u>4.53</u>                      |
| <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul>  |  | <b>TOTAL (FTS)</b>                  |

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**PRICING PAGE (continued)**

|  |   |  |
|--|---|--|
| <b>Pipeline:</b> <u>MRT</u><br><b>LDC:</b> <u>Laclede</u>  |   |  |
| <b>Pricing shall apply to the following sites:</b><br>Eastern Reception and Diagnostic Center<br>Farmington Correctional Center<br>Southeast Correctional Center   |   | <b>Firm Transport Service (FTS)</b>    |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>   |   |  |
| 13   | UNSPSC Code: 83101601 - <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b><br><ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | 0.190<br>\$ _____                      |
| 14   | UNSPSC Code: 83101601 - <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b><br><ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | 0.005<br>+ \$ _____                    |
| 15   | UNSPSC Code: 83101601 - <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b><br><ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | 0.005<br>+ \$ _____                    |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |   |  |
| <b>Cost of Gas / MMBTU</b><br><ul style="list-style-type: none"> <li>Not assigned a line item number - not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>  |   | + \$4.00                               |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b><br><ul style="list-style-type: none"> <li>Not assigned a line item number - not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>  |   | .08<br>+ \$ _____                      |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above)<br><ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |   | 4.23<br>\$ _____<br><b>TOTAL (FTS)</b> |

NOTE: The gas cost will be NYMEX  
 close plus all adders above

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**PRICING PAGE (continued)**

|  |   |  |
|--|---|--|
| <b>Pipeline:</b> <u>ANR</u><br><b>LDC:</b> <u>Empire</u>   |   | <i>Standard</i><br><b>Firm Transport Service (FTS)</b> |
| <b>Pricing shall apply to the following sites:</b><br>Maryville Treatment Center<br>Northwest Missouri State University<br><i>(see note regarding NW Mo. State University in paragraph 3.1.1)</i>  |   |  |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>   |   |  |
| 16   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b><br><ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | <i>0.08</i><br>\$ _____                                |
| 17   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b><br><ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | <i>0.005</i><br>+ \$ _____                             |
| 18   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b><br><ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | <i>0.005</i><br>+ \$ _____                             |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |   |  |
| <b>Cost of Gas / MMBTU</b><br><ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>  |   | + \$4.00   |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b><br><ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>  |   | <i>φ</i><br>+ \$ _____                                 |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above)<br><ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |   | <i>2.09</i><br>\$ _____<br><b>TOTAL (FTS)</b>          |

**NOTE:**

- Backup fuel available at this site
- Recommend State evaluate supplier firm transporter if a firm bid is offered

**PRICING PAGE (continued)**

|   |  |  |
|---|--|--|
| Pipeline: <u>ANR</u><br>LDC: <u>Atmos</u>   |  | <i>Seafarer</i><br>Firm Transport<br>Service (FTS) |
| Pricing shall apply to the following sites:<br>Truman State University  |  |  |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>  |  |  |
| 19  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | 0.02<br>\$ _____                                   |
| 20  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | 0.005<br>+ \$ _____                                |
| 21  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | 0.005<br>+ \$ _____                                |
| <b>The following prices may vary based on market changes throughout the contract period.</b>  |  |  |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>inside FERC</u> at the time</li> </ul>  |  | + \$4.00   |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>  |  | + \$ _____ 4                                       |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above) <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |  | 4.09<br>\$ _____<br><b>TOTAL (FTS)</b>             |

**NOTES:**

12 2

- Backup FERC AVAILABLE AT THIS
- Recommend THE STATE VENDOR SUPPLY FIRM TRANSPORT IF A FIRM BID IS OBTAINED
- Gas cost will be NBI Chicago Citygate Index (not ANR-OK)

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**PRICING PAGE (continued)**

|  |   |                                     |
|--|---|-------------------------------------|
| <b>Pipeline:</b> <u>SSCGP</u><br><b>LDC:</b> <u>MGE</u>  |   | <b>Firm Transport Service (FTS)</b> |
| <b>Pricing shall apply to the following sites:</b><br>Crossroads Correctional Center<br>Western Missouri Correctional Center<br>Western Reception and Diagnostic Center<br>Northwest Missouri Psychiatric Center   |   |                                     |
| <b>The following prices shall be firm and fixed for the duration of the contract period.</b>   |   |                                     |
| 22   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b><br><ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ <u>0.29</u>                      |
| 23   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b><br><ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ <u>0.05</u>                    |
| 24   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b><br><ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ <u>0.05</u>                    |
| <b>The following prices may vary based on market changes throughout the contract period.</b>   |   |                                     |
| <b>Cost of Gas / MMBTU</b><br><ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on Inside FERC at the time</li> </ul>   |   | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b><br><ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>  |   | + \$ <u>0.06</u>                    |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above)<br><ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |   | \$ <u>4.36</u><br>TOTAL (FTS)       |



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**PRICING PAGE (continued)**

|   |  |                                     |
|---|--|-------------------------------------|
| <b>Pipeline: <u>SSCGP</u></b><br><b>LDC: <u>MGE</u></b>   |  | <b>Firm Transport Service (FTS)</b> |
| <b>Pricing shall apply to the following site:</b><br>University of Central Missouri (UCM)<br>NOTE: UCM has its own firm, market zone contract with SSCGP. Pricing should be based on deliveries into their market zone contract.  |  |                                     |
| <b>The following prices shall be firm and fixed for the duration of the contract period</b>   |  |                                     |
| 25  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ <u>0.195</u>                     |
| 26  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ <u>0.005</u>                   |
| 27  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ <u>0.005</u>                   |
| <b>The following prices may vary based on market changes throughout the contract period</b>   |  |                                     |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on Inside FERC at the time</li> </ul> |  | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>  |  | + \$ <u>0.025</u>                   |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above)   |  | \$ <u>4.23</u><br>TOTAL (FTS)       |
| <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul>                                 |  |                                     |

NOTE: UCM currently has a contract with Constellation through June 30, 2019.

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PRICING PAGE (continued)

|   |  |                                     |
|---|--|-------------------------------------|
| <b>Pipeline:</b> <u>SSCGP</u><br><b>LDC:</b> <u>Direct Connect</u>  |  | <b>Firm Transport Service (FTS)</b> |
| <b>Pricing shall apply to the following sites:</b><br>Higginsville Habilitation Center  |  |                                     |
| <b>The following prices shall be firm and fixed for the duration of the contract period</b>   |  |                                     |
| 28  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ <u>0.285</u>                     |
| 29  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ <u>0.005</u>                   |
| 30  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ <u>0.005</u>                   |
| <b>The following prices may vary based on market changes throughout the contract period</b>   |  |                                     |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on Inside FERC at the time</li> </ul> |  | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>  |  | + \$ <u>0.06</u>                    |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above)   |  | \$ <u>4.355</u>                     |
| <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul>                                 |  | <b>TOTAL (FTS)</b>                  |

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**PRICING PAGE (continued)**

|   |  |                                       |
|---|--|---------------------------------------|
| <b>Pipeline:</b> <u>SSCGP</u><br><b>LDC:</b> <u>SMG</u>   |  | <b>Firm Transport Service (FTS)</b>   |
| <b>Pricing shall apply to the following sites:</b><br>Ozark Correctional Center   |  |                                       |
| <b>The following prices shall be firm and fixed for the duration of the contract period</b>   |  |                                       |
| 31  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ <u>0.255</u>                       |
| 32  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ <u>0.005</u>                     |
| 33  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ <u>0.005</u>                     |
| <b>The following prices may vary based on market changes throughout the contract period</b>   |  |                                       |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on Inside FERC at the time</li> </ul> |  | + \$4.00                              |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>  |  | + \$ <u>0.06</u>                      |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above)   |  | \$ <u>4.325</u><br><b>TOTAL (FTS)</b> |
| <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul>                                 |  |                                       |



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
REQUEST FOR BEST AND FINAL OFFER (BAFO)  
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 002  
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901900295  
TITLE: Natural Gas Transportation  
ISSUE DATE: 10/19/18

REQ NO.: N/A  
BUYER: Jennie Rees  
PHONE NO.: (573) 751-6442  
E-MAIL: [jennie.rees@oa.mo.gov](mailto:jennie.rees@oa.mo.gov)

BAFO RESPONSE SHOULD BE RETURNED BY: 10/24/18 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: (U.S. Mail) PURCHASING  
PO BOX 809  
JEFFERSON CITY MO 65102-0809

or (Courier Service) PURCHASING  
301 WEST HIGH STREET, RM 630  
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through June 30, 2021

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies  
Various Locations throughout Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

SIGNATURE REQUIRED

|  |   |
|--|---|
| VENDOR NAME  | MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) |
| MAILING ADDRESS  |   |
| CITY, STATE, ZIP CODE  |   |
| CONTACT PERSON   | EMAIL ADDRESS   |
| PHONE NUMBER   | FAX NUMBER  |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)  |   |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt |   |
| AUTHORIZED SIGNATURE   | DATE  |
| PRINTED NAME   | TITLE   |

**BEST AND FINAL OFFER (BAFO) #002 to RFPC30034901900295**

**TITLE:** NATURAL GAS TRANSPORTATION

**CONTRACT PERIOD:** DATE OF AWARD THROUGH JUNE 30, 2021

**VENDORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:**

1. The following location has been **DELETED** for line items 16, 17 and 18:

**Northwest Missouri State University**

2. The following location and note regarding the location has been **DELETED** from 3.1.1:

**Northwest Missouri State University  
Maryville, MO**

3. Exhibit A, number 3. and Exhibit G, Box C were both revised to **DELETE**:

**Northwest Missouri State University  
Maryville, MO**

**Note:** The changes made as a result of this BAFO have been *bolded and italicized*.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
REQUEST FOR BEST AND FINAL OFFER (BAFO)  
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 001  
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901900295  
TITLE: Natural Gas Transportation  
ISSUE DATE: 10/12/18

REQ NO.: N/A  
BUYER: Jennie Rees  
PHONE NO.: (573) 751-6442  
E-MAIL: [jennie.rees@oa.mo.gov](mailto:jennie.rees@oa.mo.gov)

BAFO RESPONSE SHOULD BE RETURNED BY: 10/17/18 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: (U.S. Mail) PURCHASING PO BOX 809 JEFFERSON CITY MO 65102-0809 or (Courier Service) PURCHASING 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through June 30, 2021

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies  
Various Locations throughout Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

SIGNATURE REQUIRED

|   |  |
|---|--|
| VENDOR NAME   | MissouriBUY SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) |
| MAILING ADDRESS   |  |
| CITY, STATE, ZIP CODE   |  |
| CONTACT PERSON  | EMAIL ADDRESS  |
| PHONE NUMBER  | FAX NUMBER   |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br><input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt |  |
| AUTHORIZED SIGNATURE  | DATE   |
| PRINTED NAME  | TITLE  |

**BEST AND FINAL OFFER (BAFO) #001 to RFPC30034901900295**

**TITLE:** NATURAL GAS TRANSPORTATION

**CONTRACT PERIOD:** DATE OF AWARD THROUGH JUNE 30, 2021

**VENDORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:**

1. The following paragraph have been **DELETED**: 3.4.3 and 3.7.2
2. The following paragraphs have been **REVISED**: 3.2.1, 3.4.2, and 3.4.4

**Note:** The changes made as a result of this BAFO have been *bolded and italicized*.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901900295  
TITLE: STATEWIDE - Natural Gas Transportation  
ISSUE DATE: August 30, 2018

REQ NO.: N/A  
BUYER: Jennie Rees  
PHONE NO.: (573) 751-6442  
E-MAIL: [jennie.rees@oa.mo.gov](mailto:jennie.rees@oa.mo.gov)

RETURN PROPOSAL NO LATER THAN: SEPTEMBER 20, 2018 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

|                     |                              |    |                              |
|---------------------|------------------------------|----|------------------------------|
|                     | (U.S. Mail)                  | or | (Courier Service)            |
| RETURN PROPOSAL TO: | PURCHASING                   |    | PURCHASING                   |
|                     | PO BOX 809                   |    | 301 WEST HIGH STREET, RM 630 |
|                     | JEFFERSON CITY MO 65102-0809 |    | JEFFERSON CITY MO 65101-1517 |

CONTRACT PERIOD: Date of Award through June 30, 2021

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies  
Various Locations throughout Missouri

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

|  |   |
|--|---|
| VENDOR NAME  | MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) |
| MAILING ADDRESS  |   |
| CITY, STATE, ZIP CODE  |   |
| CONTACT PERSON   | EMAIL ADDRESS   |
| PHONE NUMBER   | FAX NUMBER  |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)  |   |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt |   |
| AUTHORIZED SIGNATURE   | DATE  |
| PRINTED NAME   | TITLE   |



# Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at [https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf). (This document is also on the Bid Board referenced above.)

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf).

- Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
- In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

**Addendum Document:** If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select**, and then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select**, and then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List**.
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. Click on **Review Response** from the navigation bar.
7. Click on **Retract** if your response needs to be revised.
8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
9. Click on **Respond** and revise as applicable.
10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.

- o **HARD COPY RESPONSES**: Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

\*\*\*\*\*END OF INSTRUCTIONS FOR SUBMITTING SOLICITATION RESPONSE\*\*\*\*\*

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective vendors to establish a contract for the acquisition of natural gas and natural gas management services (i.e. natural gas procurement, transportation management and local distribution management) for various state agencies throughout the State of Missouri in accordance with the requirements and provisions stated herein.

### 1.2 History:

- 1.2.1 This is a rebid of RFPC30034901802385 which was not awarded.

### 1.3 Background:

- 1.3.1 **Attachments 1 and 2** include calendar year 2017 usage of natural gas at the various Department of Corrections, Department of Mental Health, Missouri National Guard and university facilities. The usage data is provided for informational purposes only.
- 1.3.2 Although a good faith effort has been made to present reliable historical information for the vendor's use, the State of Missouri makes no guarantees about potential purchases from a prospective contract.

### 1.4 Glossary of Terms and Acronyms:

- 1.4.1 Whenever the following terms and acronyms appear in the RFP document or any addendum thereto, the definitions or meanings described below shall apply. Additional terms and definitions are located in the Terms and Conditions section of the RFP.

|                              |  |
|------------------------------|--|
| State                        | Various public institutions and state agencies of the State of Missouri and any other such agencies and political subdivisions as the contractor may elect to supply natural gas.  |
| Contractor                   | The vendor owning or controlling certain quantities of natural gas, and its transportation, and is recognized as the supplier. In addition, the term shall mean the vendor/supplier owning or controlling the gas lines, and the natural gas.  |
| Accounting Period            | The period beginning at 9:00 a.m. on the first day of a calendar month and ending at 9:00 a.m. on the first day of the next succeeding calendar month.   |
| BTU                          | British Thermal Unit   |
| MMBTU                        | One million (1,000,000) British Thermal Units  |
| MCF                          | Thousand Cubic Feet  |
| PSIA                         | Pounds per Square Inch Absolute  |
| Cubic Foot of Gas            | The quantity of gas occupying one (1) cubic foot of space at a pressure base of fourteen and seventy-three hundredth (14.73) PSIA and at a temperature of sixty (60) degrees Fahrenheit.   |
| LDC                          | Local Distribution Company or the "Utility". A retail gas distribution company that delivers natural gas to the end user.  |
| Facility                     | Either the state agency or the state university, or the public entity in event the contractor has agreed to extend contract services to public entities that qualify for participation in the State of Missouri's Cooperative Procurement program as described in paragraph 2.13.1 herein. |
| Firm Transport Service (FTS) | A non-interrupted supply fixed volume of natural gas that shall be designated by the state agency or university, and the contractor  |

|                               |   |
|-------------------------------|---|
|                               | shall agree to deliver to meet the natural gas loads and requirements of the facility by providing the specified amount subject to the terms and conditions of the contract.  |
| NYMEX                         | New York Mercantile Exchange  |
| Accounting Period Nominations | Estimated volumes of gas to be delivered to the burner tip, and subject to adjustments per the terms of the contract.   |
| Purchaser Nomination Notice   | The document that indicates the nominated volume of natural gas the state agrees to purchase from the contractor for a specific state agency or university for a fixed rate, fixed term agreement (see section 3.9 herein and its subparagraphs). |

### 1.5 Attachments:

- 1.5.1 The vendor is advised that attachments exist to this document which include information critical to the requirements of this RFP. However, due to the size of the electronic files, they are not able to be incorporated into this document but, instead, must be downloaded from the MissouriBUYS Statewide eProcurement System. Please refer to <https://missouribuys.mo.gov/bidboard.html>. It shall be the sole responsibility of the vendor to obtain the attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain copies of the attachments.

### 1.6 Awarded Bid & Contract Document Search:

- 1.6.1 Both the current contract (C110233001) and the previous procurement documentation (B1Z10233) may be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search located on the Internet at <http://oa.mo.gov/purchasing>.

\*\*\*\*\* END OF INTRODUCTION AND GENERAL INFORMATION \*\*\*\*\*

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 Contract:**

- 2.1.1 A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

### **2.2 Contract Period:**

- 2.2.1 The original contract period shall be Date of Award through June 30, 2021. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

### **2.3 Price:**

- 2.3.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes for which Missouri is not non-exempt (see paragraph 3.10.1 herein), shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

### **2.4 Payments and Invoices:**

- 2.4.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.4.2 Each contractor invoice must be on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 2.4.3 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

**2.5 Contractor Liability:**

- 2.5.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.5.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.5.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

**2.6 Termination:**

- 2.6.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.6.2 The State shall make every effort not to terminate the contract if a fixed-price agreement is in place for any institution served by the contract. If the State of Missouri terminates the contract while an institution is being served by a fixed-price agreement for that institution, the contractor shall liquidate the balance of natural gas to have been purchased during the remainder of the fixed period to the mutual benefit of both the contractor and the State of Missouri.

**2.7 Insurance:**

- 2.7.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

**2.8 Force Majeure:**

- 2.8.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform

must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

**2.9 Independent Contractor:**

2.9.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

**2.10 Coordination:**

2.10.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

**2.11 Estimated Quantities:**

2.11.1 The quantities indicated in the attachments are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities for any facility served by the contract. The information in **Attachments 1 and 2** is historical only and shall not be construed as binding upon the State of Missouri.

**2.12 Cooperative Procurement Program:**

2.12.1 The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide natural gas transportation as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

**2.13 Federal Funds Requirement:**

2.13.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**2.14 Participation by Other Organizations:**

2.14.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- 2.14.2 The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
- 2.14.3 The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 2.14.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
- a. The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
  - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- 2.14.5 No later than 30 days after the contract's expiration date, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.
- 2.15 Contractor's Personnel:**
- 2.15.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.15.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 2.15.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.15.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo,



pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 2) Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.15.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

## **2.16 Subcontractors:**

2.16.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.16.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
- b. shall not henceforth be in such violation and
- c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

## **2.17 Confidentiality and Security Documents:**

2.17.1 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

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**2.18 Property of State:**

- 2.18.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

**\*\*\*\*\* END OF CONTRACTUAL REQUIREMENTS \*\*\*\*\***

### 3. PERFORMANCE REQUIREMENTS

#### 3.1 General:

- 3.1.1 The contractor shall provide reliable and professional natural gas transportation services, including management of those services, to all of the following state agencies and universities listed below. All service for state agencies shall be coordinated by the contractor with the Office of Administration, Division of Facilities Management, Design and Construction Natural Gas Coordinator as designated. Service for named universities shall be coordinated with designated university staff.

Boonville Correctional Center  
1216 East Morgan Street  
Boonville, MO 65233

Chillicothe Correctional Center  
3151 Litton Road  
Chillicothe, MO 64601

Crossroads Correctional Center  
1115 East Pence Road  
Cameron, MO 64429

Eastern Reception & Diagnostic Center  
2727 Highway K  
Bonne Terre, MO 63628

Environmental Control Center  
308 West Main Street  
Jefferson City, MO 65101

Farmington Correctional Center  
1012 West Columbia  
Farmington, MO 63640

Higginsville Habilitation  
Morris Drive  
Higginsville, MO 64037

Jefferson City Correctional Center  
8416 Fenceline Road  
Jefferson City, MO 65101

Maryville Treatment Center  
30227 US Highway 136  
Maryville, MO 64468

Missouri National Guard Location #1  
2300 Militia Dr.  
Jefferson City, MO 65101

Missouri National Guard Location #2  
7000 Military Circle  
Jefferson City, MO 65101

Moberly Correctional Center  
5201 S. Morley  
Moberly, MO 65270

Northwest Missouri Psychiatric Rehabilitation  
3505 Frederick Avenue  
St. Joseph, MO 64506

Ozark Correctional Center  
939 Honor Camp Road  
Fordland, MO 65652

Southeast Correctional Center  
300 Pedro Simmons Drive  
Charleston, MO 63834

Tipton Correctional Center  
619 N. Osage Avenue  
Tipton, MO 65081

Western MO Correctional Center  
609 East Pence Road  
Cameron, MO 64429

Western Reception Diagnostic  
Correctional Center  
3401 Faraon Street  
St. Joseph, MO 64506

Women's Eastern Reception,  
Diagnostic and Correctional Center  
1101 E. Highway 54  
Vandalia, MO 63382

Truman State University  
Kirksville, MO

University of Central Missouri  
Warrensburg, MO

3.1.2 The contractor shall understand and agree that state agency sites may be added or deleted to the contract by way of a formal contract amendment authorized by the Division of Purchasing. In the event any sites are added, the pricing for services extended to the additional sites shall be the same as in the current contract.

### 3.2 Quantities to be Sold and Delivered:

3.2.1 Subject to the terms and conditions of the contract, the contractor shall agree to tender for sale and the state agrees to pay the contractor for the quantity of gas actually used for the monthly accounting period. The contractor shall be responsible for making daily nominations in the state's behalf and shall reconcile imbalances according to paragraphs 3.7.1 (*deleted reference to paragraph 3.7.2*) herein. In addition, the contractor shall coordinate with the state in such a manner as to reduce the occurrence of imbalances (i.e., overages and deficits) during the accounting period and/or the next accounting period.

### 3.3 General Performance Requirements:

3.3.1 It is expressly agreed that the delivery of gas by the contractor shall be subject to available pipeline capacities and Transportation Agreement(s) with third party transporter pipelines (herein referred to as "Transporter[s]") that are necessary for delivery of said gas to the state.

3.3.2 Gas delivered and taken hereunder during any day shall be delivered and taken at as nearly a constant rate as operating conditions shall permit. The parties shall give each other as much notice as is practical in case they desire to materially increase or decrease the amount of gas they are delivering or taking for one day or more.

3.3.3 Both the contractor and the state shall agree to immediately notify the other when such gas is not available due to force majeure cases. Such notice shall be by telephone, and confirmed in writing within five (5) days unless the force majeure case limits this capability. The gas sold/purchased hereunder shall be delivered and received at as uniform a daily rate as operationally feasible.

3.3.4 So long as the state shall have requirements for gas, present or future, at its facility during the term of the contract, and the contractor is able to supply the state's requirements, the state shall purchase gas only from the contractor. The state shall not be prohibited from arranging back-up or stand-by supplies of natural gas from other sources.

### 3.4 Delivery Point, Ownership and Control:

3.4.1 The final delivery point(s) for natural gas sold hereunder shall be at the burnertip for the identified state agency or state university on the contractor's and/or their supplier's natural gas transportation pipeline systems.

3.4.2 The contractor is required to deliver gas to the citygate and the citygate will transport the gas from that point to the burnertip.

### 3.4.3 Deleted.

3.4.4 Title to all natural gas hereunder shall pass from the contractor to the state at the applicable *citygate*.

3.4.5 The contractor shall warrant that the title to all gas delivered to the state hereunder is free from liens and adverse claims and agrees to save the state harmless against all suits, debts, damages, costs and expenses arising from every claim of any person against the delivered gas.

### 3.5 Guidelines, Rules and Regulations:

3.5.1 All natural gas provided to state agencies shall be measured at the burnertip by a meter or other measuring device approved by the state. Pipeline and utility rules, guidelines, and policies, including tariff regulations shall define and set forth, among other things, the unit of measurement specifications, quality, heating value, testing specifications and delivery terms and specifications of the natural gas to be delivered to the state. All

such definitions, specifications, procedures and terms, and all other terms and provisions of the pipeline relating to the delivery of natural gas shall hereby be expressly incorporated into the agreement by reference, and shall be applicable to and binding upon the contractor and the state, and shall apply to all natural gas sold by the contractor to the state. The contractor must notify the state of any changes to said utility rules, guidelines, and policies, including tariff regulations, and any changes thereto shall be incorporated into the contract by formal contract amendment conducted by the Division of Purchasing.

### 3.6 Price:

- 3.6.1 The contractor shall provide fixed rate, fixed nominated volume, fixed term service. Fixed rate service shall be as set forth in the Purchaser Nomination Notice, provided by the contractor, as agreed to and authorized by the state agency or university. The contractor shall provide assistance to the state agency that may be necessary to compute the guaranteed minimum purchase quantity volumes respective to the state agency and their specific named facilities.
- 3.6.2 For all natural gas delivered by the contractor and sold to the state, the price the state shall pay for delivered gas shall be determined by the Inside F.E.R.C.'s Gas Market Report (index price) on the first reporting issue of the nominated month under the applicable pipeline index, "spot delivered to the pipeline," prior to the account period (month), plus any applicable add-on charge per MMBTU as quoted on the contract Pricing Page for the specific facility. The pipeline index chosen shall be determined and established for the contract period and will be dependent upon the specific natural gas pipeline that serves the specific state agency or facility/institution. All prices, may be re-determined monthly based on actual market changes with the exception of the "Management Fee", the "Pipeline's Mainline Transport Fee", and the "LDC Payment, Pass-Through and Billing Consolidation Fee" which shall be firm and fixed for the duration of the contract period as priced on the contract Pricing Page. The MMBTU's delivered shall be as reported by the pipeline at the pipeline's standard transportation contract conditions covering gas delivered hereunder.
- 3.6.3 Should the Inside F.E.R.C.'s Gas Market Report cease publication, or if the pipeline index is not published for the invoicing period or for the specific pipeline, a different publication shall be selected with the prior approval of the state with the following exceptions, which shall not require the prior approval of the state: for state agency locations that receive natural gas via the MRT pipeline, the Texas Gas Index (Zone 1) shall be used; for state agency locations that receive natural gas via the Texas Eastern (TEX) pipeline, the Texas Eastern Transportation Corporation, Eastern Louisiana pricing publication shall be used. Any change of references for pricing determination from those cited herein to another publication must be accomplished by the Division of Purchasing by way of a formal written amendment to the contract.
- 3.6.4 In some instances, if prior approval is obtained from the state agency, the NYMEX settle price may be used in lieu of the Inside FERC Gas Market Report. In these cases, the reference to the NYMEX settle price must be stated in a formal amendment to the contract authorized by the Division of Purchasing that names the specific state agency or university which is instead using the NYMEX settle price for pricing natural gas.
- 3.6.5 In the event the state elects to utilize the contractor's or the contractor's agent's pipeline transportation service, the state hereby agrees to reimburse the contractor for all transportation charges associated with such pipeline transportation service. Throughout the term of the contract, the State may acquire and hold limited pipeline capacity and reserves the right of capacity release to a party other than the contractor. The State also reserves the right to consolidate transportation requirements. Released capacity is subject to recall.
- 3.6.6 The state's invoiced price for natural gas shall be the price per MMBTU at the point where it is received and it shall be equal to the sum of the aforesaid published natural gas price times volume received plus other charges identified on the contract Pricing Page, with the exception of the management fee and the pipeline's mainline transportation fee which shall be itemized separately, i.e., not included in the invoiced price of natural gas. The state will pay the quoted management fee and pipeline's mainline transportation fee per MMBTU as an add-on price to the total price of natural gas. The contractor's invoice must itemize both separately and according to the quoted pricing on the contract Pricing Page.

3.6.7 The state's total cost for gas at the burnertip shall be calculated by adding the charges mentioned in paragraph 3.6.5 above to the charges for transportation and shrinkage billed by the applicable LDC. See also paragraph 3.11.1 herein.

**3.7 Imbalance:**

3.7.1 The state understands that transportation arrangements with one or more pipelines may be utilized to cause the physical delivery of the Accounting Period Nominations from the delivery point(s) to the burnertip. If either the contractor fails to deliver and/or the state fails to receive the current accounting period nomination, the defaulting party shall be responsible for the transportation imbalance charge imposed by the transporting pipeline(s).

3.7.2 *Deleted.*

**3.8 Nominated Volume:**

3.8.1 The contractor shall be responsible for nominating gas volumes for the state agencies for FTS. The contractor shall use every means available on each respective pipelines to correct and maintain the balance of the nominations and shall be required to track, record, and report the initial and corrections to the daily nominations for each site. The state agency will provide the contractor with historical use information that will allow the contractor to make accurate nominations for the state agency facility (See Attachments 1 and 2 which shall be incorporated into the contract by reference - See also paragraph 2.12.1 herein). It is the contractor's responsibility to clarify any use information supplied by the agencies. The state agencies shall cooperate with the contractor in providing this information.

**3.9 Billing and Payment:**

3.9.1 For the first accounting period, e.g., month, in which actual deliveries occur, the contractor shall provide an invoice to the state agency or university on or about the 20<sup>th</sup> or 25<sup>th</sup> of the month following the initial month's deliveries. The invoice must state the total MCF's and MMBTU's of natural gas sold hereunder during the initial accounting period based on the actual gas usage. Within approximately forty-five (45) days from the date of receipt of such invoice, the state will make payment to the contractor for the initial accounting period.

3.9.2 On or about the 20<sup>th</sup> or 25<sup>th</sup> day of each subsequent accounting period, e.g., month, the contractor shall submit an invoice to the state stating the total MCF's and MMBTU's of natural gas sold hereunder during the prior month's accounting period based on the agency's applicable natural gas usage adjusted for the difference between the preceding accounting period. Within forty-five (45) days of the State's receipt of each invoice, the state shall pay the contractor for the total amount of natural gas billed hereunder. All statements, invoices and payments shall be subject to correction of any errors contained therein for a period of three (3) years following their respective date of origin.

3.9.3 The contractor shall consolidate LDC billing into the contractor's invoice. This shall mean that the contractor shall bear responsibility for paying the LDC in the state's behalf, and then passing through that payment on the contractor's invoice under the "LDC payment and pass-through fee" per MMBTU shown on the Pricing Page. See section 3.14 and its subparagraphs herein for other "management services" the contractor is responsible for performing. The contractor shall provide the state agency with itemized LDC billing detail from the consolidated bill upon the state agency's request.

**3.10 Taxes and Tariffs:**

3.10.1 The state will pay any taxes for natural gas purchased or natural gas delivered for which the state is not exempt. Any applicable tariffs for which the State of Missouri is not exempt shall also be paid by the state. The contractor shall notify the state of any changes to tariffs in a timely manner along with proof of such tariff change.

**3.11 Miscellaneous:**

- 3.11.1 The state recognizes that the state does not accrue a vested right to any un-produced gas reserves by virtue of the state's purchases of gas production made available to the state by the contractor.
- 3.11.2 The state and the contractor understand and hereby agree that the purchase and sale of natural gas volumes under the terms of the contract are made pursuant to applicable federal, state and/or local municipality statute and/or regulations.

**3.12 LDC's and Municipal Utilities:**

- 3.12.1 The contractor's transport network shall include only those Local Distribution Companies (LDC's) and associated institutions that assess natural gas and associated rates governed by the Missouri Public Service Commission. Municipal utilities may be included at the request of the Office of Administration, Division of Facilities Management, Design and Construction. The contractor shall coordinate with said state agency regarding inclusion of municipal utilities into the contractor's transport network.

**3.13 Management Services:**

- 3.13.1 The contractor shall organize monthly nominations from each state agency and university participating in the contract, and submit the nominations on behalf of said state agency or university to both the applicable pipeline and the LDC.
- 3.13.2 The contractor shall provide response to any mid-month change in requirements for any institution.
- 3.13.3 The contractor shall provide tracking of pipeline and utility imbalances and procedures to correct them.
- 3.13.4 The contractor shall reconcile statements showing consumption of each state agency or university, where any pipeline and utility imbalances exist, all transportation and fuel charges, and a summary of savings attributable to the transportation of natural gas purchased by the state.
- 3.13.5 The contractor shall set up and provide transportation service on each pipeline serving the different state agencies and universities.

**3.14 Missouri Statewide Contract Quarterly Administrative Fee:**

- 3.14.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 3.14.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15<sup>th</sup> calendar day of the month immediately following the end of the calendar quarter, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- 3.14.3 Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

3.14.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

**3.15 Missouri Statewide Contract Quarterly Administrative Fee Report:**

3.15.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

3.15.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

3.15.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 3**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

**Mail:** Division of Purchasing,  
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,  
301 West High Street, Room 630, Jefferson City, MO 65101-1517  
**Fax:** (573) 526-9815  
**Email:** [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov)

3.15.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.



**3.16 Missouri Statewide Contract Quarterly Usage Report:**

3.16.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

|  |  |
|--|--|
| Contractor Name                          | Contractor name as it appears on the contract.   |
| Statewide Contract Number                | Statewide contract number as listed on the cover page of your contract with the State of Missouri.   |
| Report Contact Name                      | Name of the person completing the report on behalf of the contractor.  |
| Contact Phone Number                     | Phone number for the person completing the report.   |
| Contact Email Address                    | Email address for the person completing the report.  |
| Date Report Submitted                    | Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.  |
| Reporting Quarter                        | Quarter for which the contractor is reporting purchases on the contract.   |
| Entity Type                              | Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state. |
| Customer Name                            | Customer's name. If the customer has multiple locations, please only use the main entity name.   |
| Product or Service Description           | Description of product or service purchased.   |
| Purchase Authorization Number/Identifier | Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".  |
| Contract Line Item Number                | Line item number on the contract.  |
| Quantity Delivered                       | Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.  |
| Unit Price Charged                       | Unit Price Charged (i.e. excluding credits) for the product or service purchased.  |
| Extended Price                           | Quantity Delivered X Unit Price Charged.   |

3.16.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

3.16.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 4 which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov).

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3.16.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**\*\*\*\*\* END OF PERFORMANCE REQUIREMENTS \*\*\*\*\***

#### 4. VENDOR'S SUBMISSION INFORMATION

*This section of the RFP includes information and instructions to the vendor that is integral to their proposal submittal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor regarding submission a proposal.*

##### 4.1 Contact:

4.1.1 Any and all communication from vendors regarding specifications, requirements, competitive procurement process, etc. related to the RFP document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official proposal opening date.

##### 4.2 Business Compliance:

4.2.1 The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4.2.2 The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

##### 4.3 Submission of Proposals:

4.3.1 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.

- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
- b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
- c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

- 4.3.2 **Hard Copy Proposal** - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. The proposal should be page numbered.
  - b. **Recycled Products** - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
  - c. The vendor should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".
- 4.4 **Confidentiality Materials:**
- 4.4.1 Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- 4.4.2 The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.
- 4.4.3 Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. Vendors should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety.
- 4.4.4 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
- a. Vendor's entire proposal;
  - b. Vendor's pricing;
  - c. Vendor's proposed method of performance including schedule of events and/or deliverables;
  - d. Vendor's experience information including customer lists or references;
  - e. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- 4.4.5 **On-line Proposal** - If a registered vendor is responding electronically through the MissouriBUYS System website, in the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked

as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.

- 4.4.6 **Hard Copy Proposal** - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, in the event the vendor does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- 4.4.7 **Imaging Ready**: Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid and Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Also, in preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

#### **4.5 Compliance with Terms and Conditions:**

- 4.5.1 The vendor's response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall") including the RFP terms and conditions. Vendors are cautioned that the State of Missouri shall not award a non-compliant proposal and, as a result, any vendor indicating non-compliance with any requirements, terms, conditions and provisions of the RFP may be eliminated from further consideration for award. In addition, the vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements.
- a. The vendor shall be required to do one of the following if pre-printed terms and conditions are submitted: (1) The vendor must clearly state on the first page of each of their pre-printed terms and conditions documents the following, "In the event of conflict between any of the ("name of vendor's company") terms and conditions and those contained in RFPC30034901900295, the RFP shall govern" or (2) Sign the "Addendum to the Vendor's Pre-Printed Terms and Conditions Documents" section of **Exhibit C**. Failing to place this statement on the vendor's pre-printed terms and conditions documents or not signing the applicable section of **Exhibit C** and/or taking exception to the State's terms and conditions may render a vendor's proposal unacceptable and remove it from consideration for award.

#### **4.6 Competitive Negotiation of Proposals:**

- 4.6.1 The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.

- c. Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

#### 4.7 Evaluation and Award Process:

- 4.7.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

| Evaluation Criteria Scoring Category | Maximum Points    |
|--------------------------------------|-------------------|
| <b>COST PROPOSAL</b>                 | 70 Points         |
| <b>TECHNICAL PROPOSAL</b>            |                   |
| Proposed Method of Performance       | 60 Points         |
| Experience and Reliability           | 60 Points         |
| <b>MBE/WBE PARTICIPATION</b>         |                   |
| <b>TOTAL</b>                         | <b>200 POINTS</b> |

- 4.7.2 Conciseness/Completeness of Proposal: It is highly desirable that the vendor respond in a complete, but concise manner. It is the vendor's sole responsibility to submit information in their proposal as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the vendor's proposal.

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE VENDOR'S PROPOSAL.**

- 4.7.3 After an initial screening process, a question and answer conference or interview may be conducted with the vendor, if deemed necessary by the Division of Purchasing. In addition, the vendor may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the vendor's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing.

- 4.7.4 The contract shall be awarded to the lowest and best proposal in its entirety.

#### 4.8 Missouri Statewide Contract Quarterly Administrative Fee Payment:

- 4.8.1 The vendor's pricing stated herein shall include all applicable costs associated with the provision of the products/services specified herein, including but not limited to payment of the required administrative fee specified in section 3.14 of the RFP.

#### 4.9 Price Submission and the Evaluation of Cost:

- 4.9.1 **Price Submission:** The vendor must provide required pricing information on the RFP Pricing Page. The vendor must provide pricing for ALL state agencies and universities indicated herein and shown on the pricing pages. The LDC/Pipeline combinations that serve the specific state agencies and universities are shown on the Pricing Pages. The vendor must provide Firm Transport Service prices for all state agencies and universities.

- a. **NOTE:** For evaluation purposes, the vendor **MUST** download, complete, and include all Pricing Pages with the vendor's response. If the vendor is using MissouriBUYS, the Pricing Pages **MUST** be uploaded and included with the online response.

4.9.2 The vendor must also state a per MMBTU price for the price of transport fuel for delivering natural gas from the Pipeline to Citygate (shrinkage), although this price is allowed to vary for the duration of the contract.

- a. **NOTE:** For evaluation purposes, the cost of gas shall be the arbitrary amount of \$4.00 in substitute of using the Inside FERC or NGI, although this price is allowed to vary for the duration of the contract.

4.9.3 Evaluation of Cost: Cost will be evaluated objectively.

A total cost **per Pipeline/LDC** will be computed in this manner:

Each individual Pricing Page indicates a Pipeline/LDC as well as agency locations that shall be serviced for that Pipeline/LDC. The estimated annual volumes as shown in **Attachments 1 and 2** for each of the specific facilities listed per Pipeline/LDC will be added together. The total of the estimated annual volumes for that specified Pipeline/LDC will then be multiplied by the quoted total price delivered to the Citygate per MMBTU shown on the individual Pricing Page. For purposes of evaluation only, this total price will be added to an arbitrary amount of \$4.00 for the cost of gas. Totals from all Pipeline/LDC's will then be added together to determine the lowest priced proposal. The lowest priced proposal will receive the maximum cost points (70), and all other competitors will be prorated on the basis of the lowest total price.

- a. Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Allowable Cost Points}}{\text{Points}} = \text{Cost Evaluation Points}$$

#### 4.10 Evaluation of Proposed Method of Performance:

4.10.1 The evaluation of the vendor's proposed method of performance shall be subjective based on facts presented by the vendor. Information provided by the vendor in response to the RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation of proposals. The vendor should provide in written narrative, information that describes how the vendor intends to comply with and perform all tasks as enumerated and specified in Section 3 of this RFP. **Exhibit A, Proposed Method of Performance**, is provided for the vendor's convenience in presenting this detail.

- a. In evaluating the vendor's method of performance, the evaluators will be assessing the vendor's ability to perform all tasks as specified herein. Those proposals with sound, satisfied performance methodologies will all be considered. Among considerations that will be reviewed when conducting this part of the evaluation, those vendors best capable of serving all sites, and deemed to have better, up-to-date technical performance capabilities, better equipment, and better supply capabilities as determined, in part, by the answers to questions on **Exhibit A** will receive more points than vendors lacking similar capabilities. In addition, evaluators will also be assessing in this evaluation category, the vendor's proposed Missouri economic impact.

#### 4.11 Evaluation of Vendor's Experience and Reliability:

4.11.1 The evaluation of the vendor's experience and reliability shall be subjective based on facts presented by the vendor. Therefore, the vendor is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP. Information provided by the vendor in response to the RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation of proposals. The vendor should provide information relative to the vendor's prior experience in providing the products and services as

described herein, including current and previous contracts the vendor holds for the provision of natural gas transportation services. Additionally, the vendor should provide information that depicts their ability to support a contract of this magnitude. It is highly desirable that the vendor respond to the information requested in **Exhibit B, Experience and Reliability**, for purposes of evaluating the vendor's experience and reliability.

- a. In evaluating the vendor's experience and reliability, the evaluators will be assessing the vendor's documented and/or verified successful past performance. Those proposals with sound, satisfied references and successful past experience in providing the specified products and services will be considered. The state reserves the right to consider its own past experience with the vendor in the assessment of points for this part of the evaluation.

#### **4.12 Miscellaneous Information:**

- 4.12.1 If applicable, the vendor is encouraged to complete and return **Exhibit C, Miscellaneous Information**.

#### **4.13 Evaluation of Vendor's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:**

- 4.13.1 In order for the Division of Purchasing (Purchasing) to meet the provisions of Executive Order 05-30, the vendor should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

- 4.13.2 The vendor's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Vendors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Vendors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Vendors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.



4.13.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

|   |   |   |   |  |
|---|---|---|---|--|
| $\frac{\text{Vendor's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$ | x | <b>Maximum<br/>MBE/WBE<br/>Participation<br/>Evaluation<br/>points (10)</b> | = | <b>Assigned<br/>MBE/WBE<br/>Participation<br/>points</b> |
|---|---|---|---|--|

4.13.4 If the vendor is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the vendor must provide the following information with the proposal.

- a. **Participation Commitment** - If the vendor is proposing MBE/WBE participation, the vendor must complete **Exhibit D**, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.
- b. **Documentation of Intent to Participate** – The vendor must either provide a properly completed **Exhibit E**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

NOTE: If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete **Exhibit E**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

4.13.5 **Commitment** – If the vendor's proposal is awarded, the percentage level of MBE/WBE participation committed to by the vendor on **Exhibit D**, Participation Commitment, shall be interpreted as a contractual requirement.

4.13.6 **Definition -- Qualified MBE/WBE:**

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Native Alaskans, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

4.13.7 **Resources** - A listing of several resources that are available to assist vendors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity  
 Harry S Truman Bldg., Room 630  
 P.O. Box 809  
 Jefferson City, MO 65102-0809  
 Phone: (877) 259-2963 or (573) 751-8130  
 Fax: (573) 522-8078  
 Web site: <http://oeo.mo.gov>

**4.14 Preference for Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs):**

Organizations for the Blind and Sheltered Workshops

4.14.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the following information with the proposal:

- Participation Commitment - The vendor must complete **Exhibit D**, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The vendor must either provide a properly completed **Exhibit E**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete **Exhibit E**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following Internet address:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- c. The websites for the Missouri Lighthouse for the Blind and the Alphonse Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alphapointe.org>
- d. Commitment – If the vendor’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **Exhibit D**, Participation Commitment, shall be interpreted as a contractual requirement.

Service-Disabled Veteran Business Enterprises (SDVEs)

5.23.2 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
- 1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
  - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - 3) In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:
    - Participation Commitment - The vendor must complete **Exhibit D**, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
    - Documentation of Intent to Participate – The vendor must either provide a properly completed **Exhibit E**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
    - Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the Division of Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
      - ✓ a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
      - ✓ a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs.

## NOTE:

- If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete **Exhibit E**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- If the SDVE and SDV are listed on the following Internet address, the vendor is not required to provide the SDV Documents listed above.

<http://oa.mo.gov/sites/default/files/sdvelisting.pdf>

- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on **Exhibit D**, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
- 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
  - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
  - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
  - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
  - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

**4.15 Debarment Certification:**

- 4.15.1 The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., **Exhibit F** with their proposal. This document must be satisfactorily completed prior to award of the contract.

**4.16 Affidavit of Work Authorization and Documentation:**

- 4.16.1 Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of **Exhibit G**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit G** must be submitted prior to an award of a contract.

**INSTRUCTIONS FOR SUBMITTING PRICING PAGES**

**Price Submission:** The vendor must provide required pricing information on the RFP Pricing Page. The vendor must provide pricing for **ALL** state agencies and universities indicated herein and shown on the pricing pages. The LDC/Pipeline combinations that serve the specific state agencies and universities are shown on the Pricing Pages. The vendor must price all state agencies and universities listed as Firm Transport Service.

- a. **NOTE:** For evaluation purposes, the vendor **MUST** download, complete, and include all Pricing Pages with the vendor's response. If the vendor is using MissouriBUYS, the Pricing Pages **MUST** be uploaded and included with the online response.

The vendor must state firm, fixed per MMBTU prices for the following:

- a. The quoted pipeline mainline transport price shall be the fee charged by the pipeline that the natural gas transporter will pass to the State for transporting the natural gas to the citygate;
- b. The management fee shall include all other costs for having the gas delivered to the citygate. Management fees shall also include the profit margin and the cost of all management services including reporting, as well as handling, nominating and balancing the order;
- c. The LDC payment, pass-through and bill consolidation shall include all costs for paying the LDC on the state's behalf and performing related LDC billing consolidation for gas that was delivered from the citygate to the burnertip.

The vendor must also state a per MMBTU price for the price of transport fuel for delivering natural gas from the Pipeline to Citygate (shrinkage), although this price is allowed to vary for the duration of the contract.

- a. **NOTE:** For evaluation purposes, the cost of gas shall be the arbitrary amount of \$4.00 in substitute of using the Inside FERC or NGI, although this price is allowed to vary for the duration of the contract.

**PRICING PAGE**

|  |   |                                     |
|--|---|-------------------------------------|
| <b>Pipeline:</b> <u>PEPL</u><br><b>LDC:</b> <u>Ameren</u>  |   | <b>Firm Transport Service (FTS)</b> |
| <b>Pricing shall apply to the following sites:</b><br>Boonville Correctional Center<br>Jefferson City Correctional Center<br>Moberly Correctional Center<br>Women's Eastern Reception and Diagnostic Center<br>Missouri National Guard (both Jefferson City locations)   |   |                                     |
| <b>Line Item Description</b>   |   |                                     |
| 1  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b><br><ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____                            |
| 2  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b><br><ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____                          |
| 3  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b><br><ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____                          |
| <b>Line Item Description</b>   |   |                                     |
| <b>Cost of Gas / MMBTU</b><br><ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>  |   | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b><br><ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>  |   | + \$ _____                          |
| <b>Line Item Description</b>   |   |                                     |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above)<br><ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |   | \$ _____<br><b>TOTAL (FTS)</b>      |

**PRICING PAGE (continued)**

|   |  |   |
|---|--|---|
| <b>Pipeline: <u>PEPL</u></b><br><b>LDC: <u>Ameren</u></b>   |  | <b>Firm Transport<br/>Service (FTS)</b> |
| <b>Pricing shall apply to the following site:</b><br>Environmental Control Center   |  |   |
| 4   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____                                |
| 5   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____                              |
| 6   | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____                              |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>   |  | + \$4.00                                |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Price can vary throughout contract</li> </ul>   |  | + \$ _____                              |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above) <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |  | \$ _____<br><b>TOTAL (FTS)</b>          |

**PRICING PAGE** (continued)

|   |                                     |
|---|-------------------------------------|
| <b>Pipeline:</b> <u>PEPL</u><br><b>LDC:</b> <u>Empire</u><br><br><b>Pricing shall apply to the following sites:</b><br>Chillicothe Correctional Center  | <b>Firm Transport Service (FTS)</b> |
| <b>Line Item Description</b>  |                                     |
| 7      UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____                            |
| 8      UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____                          |
| 9      UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____                          |
| <b>Line Item Description</b>  |                                     |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>   | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Price can vary throughout contract</li> </ul>   | + \$ _____                          |
| <b>Line Item Description</b>  |                                     |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above) <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul>   | \$ _____<br><b>TOTAL (FTS)</b>      |




**PRICING PAGE** (continued)

|   |  |   |
|---|--|---|
| <b>Pipeline: <u>PEPL</u></b><br><b>LDC: <u>MGE</u></b>  |  | <b>Firm Transport<br/>Service (FTS)</b> |
| <b>Pricing shall apply to the following sites:</b><br>Tipton Correctional Center  |  |   |
| 10  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____                                |
| 11  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____                              |
| 12  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____                              |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>   |  | + \$4.00                                |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Price can vary throughout contract</li> </ul>   |  | + \$ _____                              |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above) <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |  | \$ _____<br><b>TOTAL (FTS)</b>          |

**PRICING PAGE (continued)**

|   |  |                                     |
|---|--|-------------------------------------|
| <b>Pipeline: <u>MRT</u></b><br><b>LDC: <u>Laclede</u></b>   |  | <b>Firm Transport Service (FTS)</b> |
| <b>Pricing shall apply to the following sites:</b><br>Eastern Reception and Diagnostic Center<br>Farmington Correctional Center<br>Southeast Correctional Center  |  |                                     |
| 13  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____                            |
| 14  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____                          |
| 15  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____                          |
| <b>Cost of Gas / MMBTU</b>  |  |                                     |
| <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>                           |  | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b>  |  |                                     |
| <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>   |  | + \$ _____                          |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b>  |  |                                     |
| (total from all listed pricing above) <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |  | \$ _____<br><b>TOTAL (FTS)</b>      |

**PRICING PAGE (continued)**

|   |  |                                     |
|---|--|-------------------------------------|
| <b>Pipeline:</b> <u>ANR</u><br><b>LDC:</b> <u>Empire</u>  |  |                                     |
| <b>Pricing shall apply to the following sites:</b><br>Maryville Treatment Center<br><br><i>(Northwest Missouri State University-Deleted)</i><br><i>(see note regarding NW Mo. State University in paragraph 3.1.1)</i>  |  | <b>Firm Transport Service (FTS)</b> |
| 16  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____                            |
| 17  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____                          |
| 18  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____                          |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>   |  | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Price can vary throughout contract</li> </ul>   |  | + \$ _____                          |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above) <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |  | \$ _____<br><b>TOTAL (FTS)</b>      |

**PRICING PAGE** (continued)

|   |  |                                     |
|---|--|-------------------------------------|
| <b>Pipeline:</b> <u>ANR</u><br><b>LDC:</b> <u>Atmos</u><br><br><b>Pricing shall apply to the following sites:</b><br>Truman State University  |  | <b>Firm Transport Service (FTS)</b> |
| <b>Item</b>   |  |                                     |
| 19  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____                            |
| 20  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____                          |
| 21  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____                          |
| <b>Item</b>   |  |                                     |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>   |  | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Price can vary throughout contract</li> </ul>   |  | + \$ _____                          |
| <b>Item</b>   |  |                                     |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above) <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |  | \$ _____<br><b>TOTAL (FTS)</b>      |

**PRICING PAGE** (continued)

|   |  |                                     |
|---|--|-------------------------------------|
| <b>Pipeline:</b><br><b>LDC:</b>   | <u>SSCGP</u><br><u>MGE</u>   | <b>Firm Transport Service (FTS)</b> |
| <b>Pricing shall apply to the following sites:</b><br>Crossroads Correctional Center<br>Western Missouri Correctional Center<br>Western Reception and Diagnostic Center<br>Northwest Missouri Psychiatric Center  |  |                                     |
| 22  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____                            |
| 23  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____                          |
| 24  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____                          |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>   |  | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Price can vary throughout contract</li> </ul>   |  | + \$ _____                          |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above) <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |  | \$ _____<br><b>TOTAL (FTS)</b>      |

**PRICING PAGE** (continued)

|   |  |                                     |
|---|--|-------------------------------------|
| <b>Pipeline:</b> <u>SSCGP</u><br><b>LDC:</b> <u>MGE</u>   |  | <b>Firm Transport Service (FTS)</b> |
| <b>Pricing shall apply to the following site:</b><br>University of Central Missouri (UCM)<br>NOTE: UCM has its own firm, market zone contract with SSCGP. Pricing should be based on deliveries into their market zone contract.  |  |                                     |
| 25  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____                            |
| 26  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____                          |
| 27  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____                          |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>  |  | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li>Not assigned a line item number – not a contractually binding price</li> <li>Price can vary throughout contract</li> </ul>  |  | + \$ _____                          |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above) <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |  | \$ _____<br><b>TOTAL (FTS)</b>      |

**PRICING PAGE** (continued)

|   |  |                                     |
|---|--|-------------------------------------|
| <b>Pipeline:</b> <u>SSCGP</u><br><b>LDC:</b> <u>Direct Connect</u><br><br><b>Pricing shall apply to the following sites:</b><br>Higginsville Habilitation Center  |  | <b>Firm Transport Service (FTS)</b> |
| The following pricing is to be used for the duration of the contract period.  |  |                                     |
| 28  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____                            |
| 29  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____                          |
| 30  | UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____                          |
| The following pricing is to be used for the duration of the contract period.  |  |                                     |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>   |  | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Price can vary throughout contract</li> </ul>   |  | + \$ _____                          |
| The following pricing is to be used for the duration of the contract period.  |  |                                     |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above) <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul> |  | \$ _____<br><b>TOTAL (FTS)</b>      |

**PRICING PAGE** (continued)

|   |                                     |
|---|-------------------------------------|
| <b>Pipeline:</b> <u>SSCGP</u><br><b>LDC:</b> <u>SMG</u><br><br><b>Pricing shall apply to the following sites:</b><br>Ozark Correctional Center  | <b>Firm Transport Service (FTS)</b> |
|   |                                     |
| 31 UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Pipeline Mainline Transport (to Citygate) Fee per MMBTU</b> <ul style="list-style-type: none"> <li>The above Pipeline Mainline Transport Price per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | \$ _____                            |
| 32 UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>Management Fee per MMBTU</b> <ul style="list-style-type: none"> <li>This price shall include all other costs for delivering gas to the Citygate and must include the applicable profit margin, plus all management services, including reporting, handling, nominating, and balancing the order</li> <li>The above Management Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul> | + \$ _____                          |
| 33 UNSPSC Code: 83101601 – <i>Supply of Natural Gas</i><br><b>LDC Payment, Pass-Through, and Billing Consolidation Fee per MMBTU</b> <ul style="list-style-type: none"> <li>For taking natural gas to the burnertip</li> <li>The above LDC Payment, Pass-Through and Billing Consolidation Fee per MMBTU shall be contractually binding and shall remain the same throughout the contract period.</li> </ul>  | + \$ _____                          |
|   |                                     |
| <b>Cost of Gas / MMBTU</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Arbitrary amount for cost evaluation purposes only</li> <li>Price can vary throughout contract based on <u>Inside FERC</u> at the time</li> </ul>   | + \$4.00                            |
| <b>Pipeline Fuel to Citygate per MMBTU (shrinkage)</b> <ul style="list-style-type: none"> <li><i>Not assigned a line item number – not a contractually binding price</i></li> <li>Price can vary throughout contract</li> </ul>   | + \$ _____                          |
|   |                                     |
| <b>TOTAL PRICE DELIVERED TO CITYGATE PER MMBTU</b><br>(total from all listed pricing above) <ul style="list-style-type: none"> <li>This total price shall be used for cost evaluation purposes only. It shall be multiplied by the respective volumes shown in the attachment(s) for each of the state agency and university sites listed.</li> </ul>   | \$ _____<br><b>TOTAL (FTS)</b>      |



**EXHIBIT A**  
**PROPOSED METHOD OF PERFORMANCE**

The evaluation of the vendor's proposal for performing all tasks as specified herein will be subjective and based on information the vendor provides as it relates to section 3 of the RFP. The vendor should address each task to be performed. The vendor's response should be straightforward and limited to facts, solutions to problems, and plans of action. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

Among considerations that will be reviewed when conducting this portion of the evaluation, those vendors best capable of serving all sites, and deemed to have better, up-to-date technical performance capabilities, better equipment, and better supply capabilities as determined, in part, by the answers to the questions below, will receive more points than vendors lacking similar capabilities.

It is the vendor's responsibility to make sure all products and services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the vendor's proposed products and services; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

1. The vendor should describe their source of natural gas, volumes available for delivery, and how the vendor will assure the nominated volumes will be provided.

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2. If the vendor's current annual firm volumes are insufficient for deliveries under the contract, the vendor should indicate how additional capacity would be acquired by the vendor.

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3. The vendor should identify each company that will transport the gas from the wellhead to each state agency and university location.

|  | Company Name |
|--|--------------|
| Boonville Correctional Center                                |              |
| Chillicothe Correctional Center                              |              |
| Crossroads Correctional Center                               |              |
| Eastern Reception and Diagnostic Center                      |              |
| Farmington Correctional Center                               |              |
| Higginsville Habilitation                                    |              |
| Jefferson City Correctional Center                           |              |
| Maryville Treatment Center                                   |              |
| Missouri National Guard Location #1                          |              |
| Missouri National Guard Location #2                          |              |
| Moberly Correctional Center                                  |              |
| Northwest Missouri Psychiatric Rehabilitation                |              |
| Ozark Correctional Center                                    |              |
| Tipton Correctional Center                                   |              |
| Western MO Correctional Center                               |              |
| Western Reception Diagnostic Correctional Center             |              |
| Women's Eastern Reception Diagnostic and Correctional Center |              |
| Truman State University                                      |              |
| University of Central Missouri                               |              |
| <b>Northwest Missouri State University</b>                   |              |

- 4. The vendor should describe the time required by the vendor to initially implement gas service to the identified state agencies and universities.

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- 5. The vendor should describe their "total energy management plan" for state agencies and universities.

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- 6. The vendor should indicate if they ship, or have natural gas shipped, using released capacity. If yes, were the savings incurred by using capacity release passed on to the customer?

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- 7. The vendor should identify methods used to monitor and forecast daily consumption, balance the end user's account(s), and adjust nominations to keep the state in balance with the LDC or pipeline.

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- 8. The vendor should explain their process for tracking and resolving imbalances.

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- 9. The vendor should address how imbalance amounts are "cashed-out," i.e. at what rate are overages/deficits priced?

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- 10. The vendor should indicate if they provide monthly or quarterly billing and if billing is handled internally or externally.

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- 11. The vendor should indicate the number of customers the vendor provides with transport service for by pipeline.

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In addition to the above, the vendor should describe the following for consideration as it relates to the potential impact on the Missouri economy.

- 12. The vendor should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

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- 13. The vendor should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

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- 14. The vendor should indicate whether any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States. The vendor MUST disclose such fact and provide details with the proposal.

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**EXHIBIT B**  
**VENDOR'S EXPERIENCE AND RELIABILITY**

The following information should be provided in order to verify the experience of the vendor's organization and the ability of the vendor in providing the proposed products and services. The State reserves the right to use this information as well as any which may be gained from any other source during the evaluation process.

The vendor should provide **at least three (3) current customers**, particularly other public or governmental entities, who have acquired similar services from the vendor. The vendor is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Company Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone Number and Area Code: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_  
Availability status of Reference: \_\_\_\_\_



Company Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone Number and Area Code: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_  
Availability status of Reference: \_\_\_\_\_



Company Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone Number and Area Code: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_  
Availability status of Reference: \_\_\_\_\_

**EXHIBIT C**  
**MISCELLANEOUS INFORMATION**

**EMPLOYEE BIDDING/CONFLICT OF INTEREST:**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official  
or employee of the State of Missouri or any  
political subdivision thereof:

\_\_\_\_\_

If employee of the State of Missouri or political  
subdivision thereof, provide name of state agency  
or political subdivision where employed:

\_\_\_\_\_

Percentage of ownership interest in vendor's  
organization held by elected or appointed  
official or employee of the State of Missouri  
or political subdivision thereof:

\_\_\_\_\_ %

**ADDENDUM TO THE VENDOR'S TERMS AND CONDITIONS:**

By signing the signature block below, the vendor hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her response, including any pre-printed terms and conditions documents that are submitted as part of his/her response, and (2) that any of the vendor's terms and conditions contained in the submitted response or pre-printed terms and conditions documents that conflict with the RFP's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the vendor's response or pre-printed terms and conditions documents that are not in conflict with the RFP shall apply hereto.

***(SIGNATURE REQUIRED)***

|                       |       |
|-----------------------|-------|
|                       |       |
| AUTHORIZED SIGNATURE  | DATE  |
| PRINTED NAME          | TITLE |
|                       |       |
| VENDOR'S COMPANY NAME |       |

**EXHIBIT C (continued)**  
**MISCELLANEOUS INFORMATION**

**Registration of Business Name (if applicable) with the Missouri Secretary of State:**

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

|  |                     |
|--|---------------------|
| <i>Charter Number (if applicable)</i>  | <i>Company Name</i> |
| If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption: |                     |

**EXHIBIT D**  
**PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor's proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the vendor must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

| <b>MBE Participation Commitment Table</b>   |  |   |
|---|--|---|
| (The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) |  |   |
| <b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>   | <b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b> | <b>Description of Products/Services to be Provided by Listed MBE</b><br><i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1.  | %  | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:  |
| 2.  | %  | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:  |
| <b>Total MBE Percentage:</b>  | %  |   |

**EXHIBIT D (continued)**

| <b>WBE Participation Commitment Table</b>  |  |   |
|--|--|---|
| <i>(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</i> |  |   |
| <b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>   | <b>Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)</b> | <b>Description of Products/Services to be Provided by Listed WBE</b><br><i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1.   | %  | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:  |
| 2.   | %  | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:  |
| <b>Total WBE Percentage:</b>   | <b>%</b>   |   |

| <b>Organization for the Blind/Sheltered Workshop Commitment Table</b>  |   |
|--|---|
| <i>By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.</i>   |   |
| <i>(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</i> |   |
| <b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>   | <b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b><br><i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1.   | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:  |
| 2.   | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:  |



**EXHIBIT D (continued)**

| <b>SDVE Participation Commitment Table</b>  |   |   |
|---|---|---|
| <b>(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</b> |   |   |
| <b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>  | <b>Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)</b> | <b>Description of Products/Services to be Provided by Listed SDVE</b><br><i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1.  | %   | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:  |
| 2.  | %   | Product/Service(s) proposed:<br>-----<br>RFP Paragraph References:  |
| <b>Total SDVE Percentage:</b>   | <b>%</b>  |   |

**EXHIBIT E**  
**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's proposal.

*~ Copy This Form For Each Organization Proposed ~*

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

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.*

Indicate appropriate business classification(s):

\_\_\_ MBE \_\_\_ WBE \_\_\_ Organization for the Blind \_\_\_ Sheltered Workshop \_\_\_ SDVE

Name of Organization: \_\_\_\_\_

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (If SDVE, provide MO Address): \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

SDVE's Website Address: \_\_\_\_\_ Certification (or attach copy of certification) \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_ SDV's Signature: \_\_\_\_\_

(Please Print) \_\_\_\_\_

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (as the participating organization) have agreed to provide:

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

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*  
*(MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)*

\_\_\_\_\_  
*Date*  
*(Dated no earlier than the RFP issuance date)*

**EXHIBIT E (continued)**

**DOCUMENTATION OF INTENT TO PARTICIPATE  
SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following SDV documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The vendor should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified above to Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to Purchasing.

Date SDV Documents were Submitted: \_\_\_\_\_

Previous Proposal/Contract Number for Which the SDV Documents were Submitted: \_\_\_\_\_  
(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at <http://content.ia.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, Purchasing will remove the SDVE and associated SDV from the database.)

| <b>FOR STATE USE ONLY</b>                  |             |
|--|-------------|
| SDV Documents - Verification Completed By: |             |
| _____                                      | _____       |
| <b>Buyer</b>                               | <b>Date</b> |

RFPC30034901900295

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

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 Company Name

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 DUNS #

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 Authorized Representative's Printed Name

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 Authorized Representative's Title

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*Authorized Representative's Signature*


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 Date

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**EXHIBIT G**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under RFPC30034901802385 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT G, continued**



**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT G, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

\_\_\_\_\_  
Authorized Representative's Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_, I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**EXHIBIT G, continued**

**BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security - Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University\* to Which Previous E-Verify Documentation Submitted:

\_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University - St. Louis; Missouri Southern State University - Joplin; Missouri Western State University - St. Joseph; Southeast Missouri State University - Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:

\_\_\_\_\_  
(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



**STATE OF MISSOURI  
DIVISION OF PURCHASING  
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing (Purchasing). The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a supplier, vendor, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.com>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

**4. PREPARATION OF PROPOSALS**

- a. Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.

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- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

## 5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

## 6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

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- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 13. WARRANTY

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- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

#### 14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### 15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

#### 16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

#### 17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the vendor/contractor.

#### 18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Purchasing immediately.
- b. Upon learning of any such actions, Purchasing reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### 19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

#### 20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

#### 21. AMERICANS WITH DISABILITIES ACT

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In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

**22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

**23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 10-19-15

**END OF DOCUMENT**

**ATTACHMENT #1**  
**Correctional Facilities**  
**Natural Gas Usage Report in MMBTU's**  
**Calendar Year 2017**

| FACILITY   | Jan-17         | Feb-17        | Mar-17        | Apr-17        | May-17        | Jun-17        | Jul-17        | Aug-17        | Sep-17        | Oct-17        | Nov-17        | Dec-17        | TOTALS PER FACILITY |
|--|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------------|
| Boonville Correctional Center  | 7,712          | 5,828         | 5,949         | 3,617         | 2,858         | 2,518         | 2,341         | 2,356         | 1,740         | 2,639         | 5,146         | 7,651         | 50,355              |
| Chillicothe Correctional Center  | 5,698          | 3,595         | 3,492         | 1,991         | 1,211         | 671           | 652           | 652           | 727           | 1,991         | 3,680         | 5,478         | 29,838              |
| Crossroads Correctional Center   | 13,376         | 9,422         | 9,444         | 7,243         | 4,232         | 1,540         | 826           | 826           | 883           | 4,983         | 9,360         | 12,544        | 74,679              |
| Eastern Reception, Diagnostic and Correctional Center (Bonne Terre)      | 8,599          | 6,304         | 6,446         | 4,084         | 3,766         | 2,784         | 2,340         | 2,715         | 2,925         | 4,671         | 6,240         | 9,208         | 60,082              |
| Farmington Correctional Center   | 11,918         | 8,048         | 14,324        | 10,524        | 9,068         | 7,665         | 8,254         | 7,927         | 7,599         | 4,916         | 10,607        | 13,053        | 113,903             |
| Jefferson City Correctional Center                                       | 8,847          | 5,656         | 3,881         | 2,399         | 1,968         | 833           | 831           | 1,158         | 1,173         | 2,591         | 5,766         | 8,954         | 44,057              |
| Moberly Correctional Center  | 9,463          | 7,043         | 7,264         | 4,578         | 3,770         | 3,197         | 2,985         | 2,892         | 2,841         | 4,253         | 6,964         | 8,788         | 64,038              |
| Moberly Correctional Laundry (MVE)                                       | 3,200          | 3,200         | 3,200         | 3,200         | 3,200         | 3,200         | 3,200         | 3,200         | 3,200         | 3,200         | 3,200         | 3,200         | 38,400              |
| Maryville Treatment Center   | 1,914          | 1,200         | 1,244         | 718           | 3,24          | 250           | 226           | 199           | 223           | 651           | 1,395         | 1,615         | 9,635               |
| Ozark Correctional Center  | 3,694          | 2,958         | 3,066         | 1,807         | 1,521         | 1,320         | 1,231         | 1,336         | 1,454         | 1,875         | 2,874         | 3,505         | 26,641              |
| Tipton Correctional Center   | 6,730          | 4,061         | 4,018         | 2,755         | 2,258         | 1,983         | 1,972         | 2,017         | 1,966         | 4,050         | 4,050         | 958           | 36,818              |
| Women's Eastern Reception, Diagnostic and Correctional Center (Vandalia) | 6,248          | 4,374         | 4,551         | 2,843         | 2,216         | 1,898         | 1,942         | 1,908         | 1,831         | 2,662         | 4,223         | 5,914         | 40,610              |
| Western Missouri Correctional Center                                     | 1,818          | 1,642         | 1,446         | 1,590         | 1,577         | 2,389         | 2,646         | 2,383         | 2,336         | 1,681         | 1,516         | 1,480         | 22,504              |
| Western Reception, Diagnostic and Correctional Center                    | 7,499          | 5,419         | 5,357         | 2,875         | 1,912         | 1,688         | 1,602         | 1,561         | 1,506         | 3,032         | 4,268         | 6,310         | 43,029              |
| Southeast Correctional Center  | 4,343          | 3,159         | 1,710         | 3,145         | 1,881         | 1,091         | 1,264         | 1,102         | 1,625         | 1,131         | 3,547         | 3,547         | 27,545              |
| <b>TOTALS PER MONTH</b>  | <b>101,059</b> | <b>71,909</b> | <b>75,392</b> | <b>53,369</b> | <b>41,438</b> | <b>33,027</b> | <b>32,312</b> | <b>32,232</b> | <b>32,029</b> | <b>44,326</b> | <b>72,836</b> | <b>92,205</b> | <b>682,134</b>      |

**ATTACHMENT #2**  
**Mental Health Facilities, Universities, National Guard Facilities and FMDC Facilities**  
**Natural Gas Usage Report in MMBTU's**  
**Calendar Year 2017**

| <b>FACILITY</b>                               | <b>Jan-17</b> | <b>Feb-17</b> | <b>Mar-17</b> | <b>Apr-17</b> | <b>May-17</b> | <b>Jun-17</b> | <b>Jul-17</b> | <b>Aug-17</b> | <b>Sep-17</b> | <b>Oct-17</b> | <b>Nov-17</b> | <b>Dec-17</b> | <b>TOTALS PER FACILITY</b> |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------------------|
| Northwest Missouri Psychiatric Rehabilitation | 1,178         | 743           | 728           | 483           | 379           | 185           | 163           | 179           | 148           | 365           | 825           | 1,311         | <b>6,687</b>               |
| Higginsville Habilitation                     | 2,753         | 1,682         | 1,510         | 760           | 378           | 231           | 210           | 243           | 201           | 748           | 1,580         | 2,626         | <b>12,922</b>              |
| University of Central Missouri                | 12,860        | 7,588         | 6,105         | 4,290         | 1,612         | 1,110         | 1,023         | 1,798         | 2,340         | 2,727         | 7,655         | 10,308        | <b>59,416</b>              |
| Truman State University - Ryle Hall           | 1,722         | 1,555         | 1,641         | 822           | 534           | 444           | 402           | 435           | 529           | 787           | 1,092         | 423           | <b>10,386</b>              |
| Truman State University - Centennial Hall     | 1,477         | 1,238         | 1,147         | 725           | 437           | 159           | 148           | 246           | 337           | 661           | 1,022         | 397           | <b>7,994</b>               |
| Truman State University - Power Plant         | 18,384        | 13,279        | 12,058        | 9,968         | 8,154         | 5,506         | 4,958         | 5,384         | 5,668         | 7,542         | 10,313        | 3,993         | <b>105,207</b>             |
| Missouri National Guard - Maintenance Shop    | 579           | 328           | 286           | 152           | 93            | 43            | 47            | 46            | 36            | 143           | 261           | 557           | <b>2,571</b>               |
| Missouri National Guard - HQ Armory           | 1,276         | 1,128         | 1,279         | 1,158         | 1,047         | 756           | 679           | 819           | 863           | 1,173         | 1,178         | 1,223         | <b>12,579</b>              |
| FMDC - Jefferson City ECC                     | 6,611         | 4,086         | 4,061         | 2,665         | 20            | 0             | 0             | 0             | 0             | 1,764         | 4,512         | 6,610         | <b>30,329</b>              |
| <b>TOTALS PER MONTH</b>                       | <b>46,840</b> | <b>31,627</b> | <b>28,815</b> | <b>21,023</b> | <b>12,654</b> | <b>8,434</b>  | <b>7,630</b>  | <b>9,150</b>  | <b>10,122</b> | <b>15,910</b> | <b>28,438</b> | <b>27,448</b> | <b>248,091</b>             |

## Attachment 3 - Correctional Facility Usage

| Item Name                     | Month-<br>Year | Total Consumption (MMBtu)<br>Value |
|-------------------------------|----------------|------------------------------------|
| Boonville Correctional Center | Jan-17         | 7,712                              |
| Boonville Correctional Center | Feb-17         | 5,828                              |
| Boonville Correctional Center | Mar-17         | 5,949                              |
| Boonville Correctional Center | Apr-17         | 3,617                              |
| Boonville Correctional Center | May-17         | 2,858                              |
| Boonville Correctional Center | Jun-17         | 2,518                              |
| Boonville Correctional Center | Jul-17         | 2,341                              |
| Boonville Correctional Center | Aug-17         | 2,356                              |
| Boonville Correctional Center | Sep-17         | 1,740                              |
| Boonville Correctional Center | Oct-17         | 2,639                              |
| Boonville Correctional Center | Nov-17         | 5,146                              |
| Boonville Correctional Center | Dec-17         | 7,651                              |
|                               |                | 50,355                             |

| Item Name                       | Month-<br>Year | Transport Gas Consumption<br>(MMBtu) Value |
|---------------------------------|----------------|--|
| Chillicothe Correctional Center | Jan-17         | 5,698                                      |
| Chillicothe Correctional Center | Feb-17         | 3,595                                      |
| Chillicothe Correctional Center | Mar-17         | 3,492                                      |
| Chillicothe Correctional Center | Apr-17         | 1,991                                      |
| Chillicothe Correctional Center | May-17         | 1,211                                      |
| Chillicothe Correctional Center | Jun-17         | 671  |
| Chillicothe Correctional Center | Jul-17         | 652  |
| Chillicothe Correctional Center | Aug-17         | 652  |
| Chillicothe Correctional Center | Sep-17         | 727  |
| Chillicothe Correctional Center | Oct-17         | 1,991                                      |
| Chillicothe Correctional Center | Nov-17         | 3,680                                      |
| Chillicothe Correctional Center | Dec-17         | 5,478                                      |
|                                 |                | 29,840                                     |

| Item Name                      | Month-<br>Year | Transport Gas Consumption<br>(MMBtu) Value |
|--------------------------------|----------------|--|
| Crossroads Correctional Center | Jan-17         | 13,376                                     |
| Crossroads Correctional Center | Feb-17         | 9,422                                      |
| Crossroads Correctional Center | Mar-17         | 9,444                                      |
| Crossroads Correctional Center | Apr-17         | 7,243                                      |
| Crossroads Correctional Center | May-17         | 4,232                                      |
| Crossroads Correctional Center | Jun-17         | 1,540                                      |
| Crossroads Correctional Center | Jul-17         | 826  |
| Crossroads Correctional Center | Aug-17         | 826  |
| Crossroads Correctional Center | Sep-17         | 883  |
| Crossroads Correctional Center | Oct-17         | 4,983                                      |
| Crossroads Correctional Center | Nov-17         | 9,360                                      |
| Crossroads Correctional Center | Dec-17         | 12,544                                     |
|                                |                | 74,679                                     |



Item Name

Eastern Reception, Diagnostic and Correctional Center  
 Eastern Reception, Diagnostic and Correctional Center  
 Eastern Reception, Diagnostic and Correctional Center  
 Eastern Reception, Diagnostic and Correctional Center  
 Eastern Reception, Diagnostic and Correctional Center  
 Eastern Reception, Diagnostic and Correctional Center  
 Eastern Reception, Diagnostic and Correctional Center  
 Eastern Reception, Diagnostic and Correctional Center  
 Eastern Reception, Diagnostic and Correctional Center  
 Eastern Reception, Diagnostic and Correctional Center  
 Eastern Reception, Diagnostic and Correctional Center

| Month-<br>Year | Transport Gas Consumption<br>(MMBtu) Value |
|----------------|--|
| Jan-17         | 8,599                                      |
| Feb-17         | 6,304                                      |
| Mar-17         | 6,446                                      |
| Apr-17         | 4,084                                      |
| May-17         | 3,766                                      |
| Jun-17         | 2,784                                      |
| Jul-17         | 2,340                                      |
| Aug-17         | 2,715                                      |
| Sep-17         | 2,925                                      |
| Oct-17         | 4,671                                      |
| Nov-17         | 6,240                                      |
| Dec-17         | 9,208                                      |

60,082

Item Name

Farmington Correctional Center  
 Farmington Correctional Center  
 Farmington Correctional Center  
 Farmington Correctional Center  
 Farmington Correctional Center  
 Farmington Correctional Center  
 Farmington Correctional Center  
 Farmington Correctional Center  
 Farmington Correctional Center  
 Farmington Correctional Center  
 Farmington Correctional Center

| Month-<br>Year | Transport Gas Consumption<br>(MMBtu) Value |
|----------------|--|
| Jan-17         | 11,918                                     |
| Feb-17         | 8,048                                      |
| Mar-17         | 14,324                                     |
| Apr-17         | 10,524                                     |
| May-17         | 9,068                                      |
| Jun-17         | 7,665                                      |
| Jul-17         | 8,254                                      |
| Aug-17         | 7,927                                      |
| Sep-17         | 7,599                                      |
| Oct-17         | 4,916                                      |
| Nov-17         | 10,607                                     |
| Dec-17         | 13,053                                     |

113,903

Item Name

Jefferson City Correctional Center  
 Jefferson City Correctional Center  
 Jefferson City Correctional Center  
 Jefferson City Correctional Center  
 Jefferson City Correctional Center  
 Jefferson City Correctional Center  
 Jefferson City Correctional Center  
 Jefferson City Correctional Center  
 Jefferson City Correctional Center  
 Jefferson City Correctional Center  
 Jefferson City Correctional Center

| Month-<br>Year | Transport Gas Consumption<br>(MMBtu) Value |
|----------------|--|
| Jan-17         | 8,847                                      |
| Feb-17         | 5,656                                      |
| Mar-17         | 3,881                                      |
| Apr-17         | 2,399                                      |
| May-17         | 1,968                                      |
| Jun-17         | 833  |
| Jul-17         | 831  |
| Aug-17         | 1,158                                      |
| Sep-17         | 1,173                                      |
| Oct-17         | 2,591                                      |
| Nov-17         | 5,766                                      |
| Dec-17         | 8,954                                      |

44,057

| Item Name                   | Month-<br>Year | Transport Gas Consumption<br>(MMBtu) Value |
|-----------------------------|----------------|--|
| Moberly Correctional Center | Jan-17         | 9,463                                      |
| Moberly Correctional Center | Feb-17         | 7,043                                      |
| Moberly Correctional Center | Mar-17         | 7,264                                      |
| Moberly Correctional Center | Apr-17         | 4,578                                      |
| Moberly Correctional Center | May-17         | 3,770                                      |
| Moberly Correctional Center | Jun-17         | 3,197                                      |
| Moberly Correctional Center | Jul-17         | 2,985                                      |
| Moberly Correctional Center | Aug-17         | 2,892                                      |
| Moberly Correctional Center | Sep-17         | 2,841                                      |
| Moberly Correctional Center | Oct-17         | 4,253                                      |
| Moberly Correctional Center | Nov-17         | 6,964                                      |
| Moberly Correctional Center | Dec-17         | 8,788                                      |
|                             |                | 64,037                                     |

| Item Name                 | Month-<br>Year | Transport Gas Consumption<br>(MMBtu) Value |
|---------------------------|----------------|--|
| Transport Gas-DOCADULTMCC | Jan-17         | 9,463                                      |
| Transport Gas-DOCADULTMCC | Feb-17         | 7,043                                      |
| Transport Gas-DOCADULTMCC | Mar-17         | 7,264                                      |
| Transport Gas-DOCADULTMCC | Apr-17         | 4,578                                      |
| Transport Gas-DOCADULTMCC | May-17         | 3,770                                      |
| Transport Gas-DOCADULTMCC | Jun-17         | 3,197                                      |
| Transport Gas-DOCADULTMCC | Jul-17         | 2,985                                      |
| Transport Gas-DOCADULTMCC | Aug-17         | 2,892                                      |
| Transport Gas-DOCADULTMCC | Sep-17         | 2,841                                      |
| Transport Gas-DOCADULTMCC | Oct-17         | 4,253                                      |
| Transport Gas-DOCADULTMCC | Nov-17         | 6,964                                      |
| Transport Gas-DOCADULTMCC | Dec-17         | 8,788                                      |

| Item Name                  | Month-<br>Year | Transport Gas Consumption<br>(MMBtu) Value |
|----------------------------|----------------|--|
| Maryville Treatment Center | Jan-17         | 1,914                                      |
| Maryville Treatment Center | Feb-17         | 1,200                                      |
| Maryville Treatment Center | Mar-17         | 1,244                                      |
| Maryville Treatment Center | Apr-17         | 718  |
| Maryville Treatment Center | May-17         | 324  |
| Maryville Treatment Center | Jun-17         | 250  |
| Maryville Treatment Center | Jul-17         | 226  |
| Maryville Treatment Center | Aug-17         | 199  |
| Maryville Treatment Center | Sep-17         | 223  |
| Maryville Treatment Center | Oct-17         | 651  |
| Maryville Treatment Center | Nov-17         | 1,395                                      |
| Maryville Treatment Center | Dec-17         | 1,615                                      |
|                            |                | 9,961                                      |

| Item Name                 | Month-<br>Year | Transport Gas Consumption<br>(MMBtu) Value |
|---------------------------|----------------|--|
| Ozark Correctional Center | Jan-17         | 3,694                                      |
| Ozark Correctional Center | Feb-17         | 2,958                                      |
| Ozark Correctional Center | Mar-17         | 3,066                                      |
| Ozark Correctional Center | Apr-17         | 1,807                                      |
| Ozark Correctional Center | May-17         | 1,521                                      |
| Ozark Correctional Center | Jun-17         | 1,320                                      |
| Ozark Correctional Center | Jul-17         | 1,231                                      |
| Ozark Correctional Center | Aug-17         | 1,336                                      |
| Ozark Correctional Center | Sep-17         | 1,454                                      |
| Ozark Correctional Center | Oct-17         | 1,875                                      |
| Ozark Correctional Center | Nov-17         | 2,874                                      |
| Ozark Correctional Center | Dec-17         | 3,505                                      |
|                           |                | <b>26,641</b>                              |

| Item Name                  | Month-<br>Year | Transport Gas Consumption<br>(MMBtu) Value |
|----------------------------|----------------|--|
| Tipton Correctional Center | Jan-17         | 6,730                                      |
| Tipton Correctional Center | Feb-17         | 4,061                                      |
| Tipton Correctional Center | Mar-17         | 4,018                                      |
| Tipton Correctional Center | Apr-17         | 2,755                                      |
| Tipton Correctional Center | May-17         | 2,258                                      |
| Tipton Correctional Center | Jun-17         | 1,983                                      |
| Tipton Correctional Center | Jul-17         | 1,972                                      |
| Tipton Correctional Center | Aug-17         | 2,017                                      |
| Tipton Correctional Center | Sep-17         | 1,966                                      |
| Tipton Correctional Center | Oct-17         | 4,050                                      |
| Tipton Correctional Center | Nov-17         | 4,050                                      |
| Tipton Correctional Center | Dec-17         | 958  |
|                            |                | <b>36,818</b>                              |

| Item Name   | Month-<br>Year | Transport Gas Consumption<br>(MMBtu) Value |
|---|----------------|--|
| Women's Eastern Reception, Diagnostic and Correctional Center | Jan-17         | 6,248                                      |
| Women's Eastern Reception, Diagnostic and Correctional Center | Feb-17         | 4,374                                      |
| Women's Eastern Reception, Diagnostic and Correctional Center | Mar-17         | 4,551                                      |
| Women's Eastern Reception, Diagnostic and Correctional Center | Apr-17         | 2,843                                      |
| Women's Eastern Reception, Diagnostic and Correctional Center | May-17         | 2,216                                      |
| Women's Eastern Reception, Diagnostic and Correctional Center | Jun-17         | 1,898                                      |
| Women's Eastern Reception, Diagnostic and Correctional Center | Jul-17         | 1,942                                      |
| Women's Eastern Reception, Diagnostic and Correctional Center | Aug-17         | 1,908                                      |
| Women's Eastern Reception, Diagnostic and Correctional Center | Sep-17         | 1,831                                      |
| Women's Eastern Reception, Diagnostic and Correctional Center | Oct-17         | 2,662                                      |
| Women's Eastern Reception, Diagnostic and Correctional Center | Nov-17         | 4,223                                      |
| Women's Eastern Reception, Diagnostic and Correctional Center | Dec-17         | 5,914                                      |
|   |                | <b>40,609</b>                              |

| Item Name                            | Month-<br>Year | Total Consumption (MMBtu)<br>Value |
|--------------------------------------|----------------|------------------------------------|
| Western Missouri Correctional Center | Jan-17         | 1,818                              |
| Western Missouri Correctional Center | Feb-17         | 1,642                              |
| Western Missouri Correctional Center | Mar-17         | 1,446                              |
| Western Missouri Correctional Center | Apr-17         | 1,590                              |
| Western Missouri Correctional Center | May-17         | 1,577                              |
| Western Missouri Correctional Center | Jun-17         | 2,389                              |
| Western Missouri Correctional Center | Jul-17         | 2,646                              |
| Western Missouri Correctional Center | Aug-17         | 2,383                              |
| Western Missouri Correctional Center | Sep-17         | 2,336                              |
| Western Missouri Correctional Center | Oct-17         | 1,681                              |
| Western Missouri Correctional Center | Nov-17         | 1,516                              |
| Western Missouri Correctional Center | Dec-17         | 1,480                              |
|                                      |                | 22,502                             |

| Item Name   | Month-<br>Year | Transport Gas Consumption<br>(MMBtu) Value |
|---|----------------|--|
| Western Reception, Diagnostic and Correctional Center | Jan-17         | 7,499                                      |
| Western Reception, Diagnostic and Correctional Center | Feb-17         | 5,419                                      |
| Western Reception, Diagnostic and Correctional Center | Mar-17         | 5,357                                      |
| Western Reception, Diagnostic and Correctional Center | Apr-17         | 2,875                                      |
| Western Reception, Diagnostic and Correctional Center | May-17         | 1,912                                      |
| Western Reception, Diagnostic and Correctional Center | Jun-17         | 1,688                                      |
| Western Reception, Diagnostic and Correctional Center | Jul-17         | 1,602                                      |
| Western Reception, Diagnostic and Correctional Center | Aug-17         | 1,561                                      |
| Western Reception, Diagnostic and Correctional Center | Sep-17         | 1,506                                      |
| Western Reception, Diagnostic and Correctional Center | Oct-17         | 3,032                                      |
| Western Reception, Diagnostic and Correctional Center | Nov-17         | 4,268                                      |
| Western Reception, Diagnostic and Correctional Center | Dec-17         | 6,310                                      |
|   |                | 43,029                                     |

| Item Name                     | Month-<br>Year | Transport Gas Consumption<br>(MMBtu) Value |
|-------------------------------|----------------|--|
| Southeast Correctional Center | Feb-17         | 4,343                                      |
| Southeast Correctional Center | Mar-17         | 3,159                                      |
| Southeast Correctional Center | Apr-17         | 1,710                                      |
| Southeast Correctional Center | May-17         | 3,145                                      |
| Southeast Correctional Center | Jun-17         | 1,881                                      |
| Southeast Correctional Center | Jul-17         | 1,091                                      |
| Southeast Correctional Center | Aug-17         | 1,264                                      |
| Southeast Correctional Center | Sep-17         | 1,102                                      |
| Southeast Correctional Center | Oct-17         | 1,625                                      |
| Southeast Correctional Center | Nov-17         | 1,131                                      |
| Southeast Correctional Center | Dec-17         | 3,547                                      |

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 2019

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of

July

2019

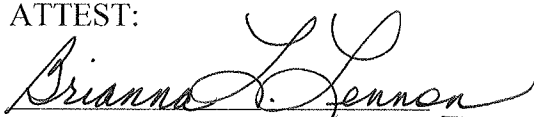
the following, among other proceedings, were had, viz:

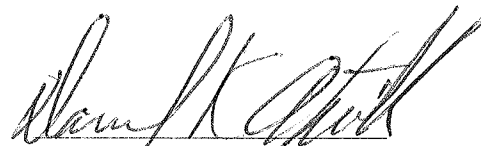
Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the TIPS cooperative term and supply contract 190302 with Newcom Wireless Services, LLC of Pembroke, Maine to provide Technology Solutions, Products, and Services on an as needed basis.

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 July 2019.

ATTEST:

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

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: July 2, 2019  
RE: Cooperative Contract: *190302 – Technology Solutions, Products, and Services*

Information Technology requests permission to utilize the TIPS cooperative term and supply contract *190302* with Newcom Wireless Services, LLC of Pembroke, Maine to provide Technology Solutions, Products, and Services on an as needed basis. This is a Term and Supply contract.

cc: Aron Gish, Ryan Irish, IT  
Contract File

**PURCHASE AGREEMENT  
TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES**

**THIS AGREEMENT** dated the 16th day of July 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Newcom Wireless Services, 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 **Technology Solutions, Products, and Services**, in compliance with all bid specifications and any addendum issued for The Interlocal Purchasing System (TIPS) contract number **190302** and Boone County Standard Contract Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the TIPS contract number **190302** 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 **Technology Solutions, Products, and Services**. Equipment, software, services and warranty shall be provided in conformity with the contract documents for the prices / discount structure set forth in Bidder's response, as needed and as ordered by the County. Discount structure includes a **15% minimum percentage discount off of any item or service that is in your regular catalog, website, store or shelf pricing**. The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

**3. Purchase Order(s)** – Vendor will provide a written, firm quote for each project requested by the County. A Purchase Order will be issued by County to Vendor and Purchase Order will reference "**TIPS ORDER, Contract #190302**". County will email a "confirmation only copy" Purchase Order to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) to verify correct price quote.

- Vendor delivers goods/services directly to County.
- Vendor invoices County directly.
- Vendor receives payment directly from County.

**4. Warranty** – Manufacturer's minimum standard warranty shall apply.

**6. Contract Duration** - This agreement shall commence on **the date of the contract agreement and extend through May 26, 2020** subject to the provisions for termination specified below. Contract may be renewed for one (1) additional one-year period.

**7. Delivery - FOB Destination:** All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

Vendor agrees to coordinate delivery of equipment and service with the Boone County representative. The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order from the County. If a delay in said delivery is anticipated, the Vendor shall notify the County as to why deliver is delayed and shall provide an estimated time for completion of the order. County may cancel the order if estimated delivery time is not acceptable or not as agreed.

8. **Billing and Payment** - All billing shall be invoiced to the Information Technology Department address on the Purchase Order and billings may only include the prices as listed and/or calculated in the Vendor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications unless specified in contract. 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.

9. **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.

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

11. **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 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.

**NEWCOM WIRELESS SERVICES LLC**

DocuSigned by:  
 By Don Koplovsky  
 355B31D73723475...  
 Title CEO

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
 DocuSigned by:  
David K. Abel  
 7B48937CE0E7EB  
 Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:  
Charley Duffner  
 by: [Signature]  
 58E0A0DD8A0AC445...  
 County Counselor

ATTEST:

DocuSigned by:  
Brianna L Lennon by MT  
 7D82DA986BF28F...  
 County Clerk

**AUDITOR CERTIFICATION**

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

|  |          |                       |
|--|----------|-----------------------|
| DocuSigned by:<br><u>Jane E. Pritchard by [Signature]</u><br>E0D08ADB184244D | 7/1/2019 | IT Term & Supply      |
| Signature  | Date     | Appropriation Account |



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

1. Vendor 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 Vendor must notify the Purchasing Department.
8. In case of default by the Vendor, the County of Boone will procure the articles or services from other sources and hold the Vendor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Vendor 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 Vendor'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 Vendor 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 Vendor 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.

## The Interlocal Purchasing System

"Specializing in the Management of High Quality Cooperative Procurement Solutions to Reduce Costs and Mitigate Risks!"

### Vendor Profile



Print Date 28 June 2019

www.newcomglobal.com

NEWCOM

EMAIL PO & VENDOR QUOTE TO: [TIPSPQ@TIPS-USA.COM](mailto:TIPSPQ@TIPS-USA.COM) >  
 PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER >  
 ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT.

|         | <u>PAYMENT TO</u> | <u>TIPS CONTACT</u>  |
|---------|-------------------|--|
| ADDRESS | 575 Washington St | NAME Meredith Barton   |
| CITY    | Pembroke          | PHONE (866) 839-8477   |
| STATE   | MA                | FAX (866) 839-8472   |
| ZIP     | 02359             | EMAIL <a href="mailto:tips@tips-usa.com">tips@tips-usa.com</a> |

HUB No

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE No

NEWCOM offers a full range of products and services competitively priced and backed by a team of highly experienced and skilled professionals. Partnering with leading manufacturers, NEWCOM designs the most comprehensive systems based on our clients' needs, maximizing

### SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WV | WY

### AWARDED CONTRACTS CFV (Call For Verification)

| Contract | Comodity                                       | Exp Date   | EDGAR |
|----------|--|------------|-------|
| 190302   | Technology Solutions Products and Services (3) | 05/26/2020 | Yes   |

### CONTACTS BY CONTRACTS

190302

|                 |                    |                |  |
|-----------------|--------------------|----------------|--|
| Kristine Loomer | Sales & Operations | (781) 826-7989 | <a href="mailto:kristine@newcomglobal.com">kristine@newcomglobal.com</a>     |
| Jim Carman      | Sales Director     | (781) 826-7989 | <a href="mailto:jim.carman@newcomglobal.com">jim.carman@newcomglobal.com</a> |



EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM  
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER  
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT.

- OVERVIEW
- DUE DILIGENCE
- CONTACTS
- FINANCIAL SERVICES
- PRINT PROFILE



VENDOR **NEWCOM**

575 Washington St Pembroke MA,02359

WEBSITE [www.newcomglobal.com](http://www.newcomglobal.com)

SERVICE/PRODUCTS DESCRIPTION

NEWCOM offers a full range of products and services competitively priced and backed by a team of highly experienced and skilled professionals. Partnering with leading manufacturers, NEWCOM designs the most comprehensive systems based on our clients' needs, maximizing "off the shelf" solutions with customized applications.

CONTRACT: **190302 Technology Solutions Products and Services (3)**  
May-24-2019 to May-26-2020 EDGAR COMPLIANCE: Yes

## TIPS VENDOR AGREEMENT

Between NEWCOM Wireless Services, LLC and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8  
for  
RFP 190302 Technology Solutions Products and Services (3)

### General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail unless otherwise specifically agreed in writing by the parties.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

## Terms and Conditions

### Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

### Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

### Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

### Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

### Assignments of Agreements

No assignment of Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

### Disclosures

1. Vendor and TIPS affirms that he/she or any authorized employees or agents has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
3. The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one year extension beyond the base one year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS**

#### **Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

### **Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed.

### **Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx or similarly identifying the Agreement. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Non- JOC Vendor Agreement  
Ver.09052018.rp

### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer after receiving invoice or in compliance with applicable statute, whichever is the greater time or as otherwise provided by an agreement of the parties.

### **Pricing**

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

Failure to pay the participation fee will result in termination of Agreement and possible legal action. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC Region 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.



### **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

### **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS for an alternative submission schedule).

### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

### **Site Requirements (only when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [TIPS@TIPS-USA.COM](mailto:TIPS@TIPS-USA.COM).

### **Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement.

### **Survival Clause**

All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

### **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing

being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

**Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

**Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor.

**Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence related to the requesting Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

**Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

**SECTION HEADERS OR TITLES**

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

**NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX,75686  
And by an email sent to bids@tips-usa.com

**Insurance Requirements**

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

|                              |   |
|------------------------------|---|
| <b>General Liability</b>     | \$1,000,000 each Occurrence/ Aggregate      |
| <b>Automobile Liability</b>  | \$300,000 Includes owned, hired & non-owned |
| <b>Workers' Compensation</b> | Statutory limits                            |
| <b>Umbrella Liability</b>    | \$1,000,000                                 |

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

- **Agreements:** All vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
  - **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging entities to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
  - **Order Confirmation:** All TIPS Member Agreement purchase orders are approved daily by TIPS and sent to vendor. The vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
  - **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.
- 

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

# TIPS Vendor Agreement Signature Form

RFP 190302 Technology Solutions Products and Services (3)

Company Name NEWCOM wireless Services, LLC

Address 575 WASHINGTON ST

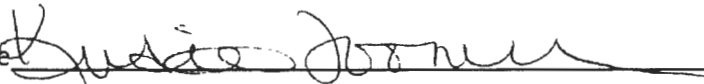
City Pembroke State MA Zip 02359

Phone 781-826-7989 Fax 781-826-7131

Email of Authorized Representative Kristine@newcomglobal.com

Name of Authorized Representative Kristine Loomer


Title Sales & Operations m&R

Signature of Authorized Representative 

Date 4/26/19

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 David Wayne Fitta

Date 5/30/19

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

| Bid Information |  | Contact Information |  | Ship to Information |
|-----------------|--|---------------------|--|---------------------|
| Bid Creator     | Rick Powell General Counsel/Procurement Compliance Officer | Address             | Region 8 Education Service Center<br>4845 US Highway 271<br>North<br>Pittsburg, TX 75686 | Address             |
| Email           | rick.powell@tips-usa.com                                   | Contact             | Kristie Collins  | Contact             |
| Phone           | (903) 575-2689   |                     |  | Department Building |
| Fax             |  | Department Building |  | Floor/Room          |
| Bid Number      | 190302 Addendum 1  | Floor/Room          |  | Telephone           |
| Title           | Technology Solutions Products and Services (3)             | Telephone           | +1 (866) 839-8477  | Fax                 |
| Bid Type        | RFP  | Fax                 | +1 (866) 839-8472  | Email               |
| Issue Date      | 3/7/2019 08:01 AM (CT)                                     | Email               | bids@tips-usa.com  |                     |
| Close Date      | 5/7/2019 09:00:00 AM (CT)                                  |                     |  |                     |

## Supplier Information

Company NEWCOM  
 Address 575 Washington St  
  
 PEMBROKE, MA 02359  
 Contact Kristine Loomer  
 Department  
 Building  
 Floor/Room  
 Telephone (781) 826-7989 x201  
 Fax  
 Email kristine@newcomglobal.com  
 Submitted 5/2/2019 11:25:53 AM (CT)  
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Kristine Loomer

Email kristine@newcomglobal.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages



## Bid Attributes

Please review the following and respond where necessary

| #  | Name                                | Note  | Response  |
|----|-------------------------------------|---|---|
| 1  | Yes - No                            | Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.  | NO  |
| 2  | Yes - No                            | Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a><br><br>or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a><br><br>Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. | No  |
| 3  | Yes - No                            | The Vendor can provide services and/or products to all 50 US States?  | Yes   |
| 4  | States Served:                      | If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)   |   |
| 5  | Company and/or Product Description: | This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)  | NEWCOM offers a full range of products and services competitively priced and backed by a team of highly experienced and skilled professionals. Partnering with leading manufacturers, NEWCOM designs the most comprehensive systems based on our clients' needs, maximizing "off the shelf" solutions with customized applications. |
| 6  | Primary Contact Name                | Primary Contact Name  | Kristine Loomer   |
| 7  | Primary Contact Title               | Primary Contact Title   | Sales & Operations Manager  |
| 8  | Primary Contact Email               | Primary Contact Email   | kristine@newcomglobal.com   |
| 9  | Primary Contact Phone               | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477   | 7818267989  |
| 10 | Primary Contact Fax                 | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477   | 7818267131  |
| 11 | Primary Contact Mobile              | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477   |   |
| 12 | Secondary Contact Name              | Secondary Contact Name  | Jim Carman  |
| 13 | Secondary Contact Title             | Secondary Contact Title   | Sales Director  |
| 14 | Secondary Contact Email             | Secondary Contact Email   | jim.carman@newcomglobal.com   |
| 15 | Secondary Contact Phone             | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477   | 7818267989  |

- |    |   |  |   |
|----|---|--|---|
| 16 | Secondary Contact Fax   | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477  | 7818267131  |
| 17 | Secondary Contact Mobile  | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477  |   |
| 18 | Admin Fee Contact Name  | Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.   | Elden Ip  |
| 19 | Admin Fee Contact Email   | Admin Fee Contact Email  | elden@newcomglobal.com  |
| 20 | Admin Fee Contact Phone   | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477  | 7818267989  |
| 21 | Purchase Order Contact Name   | Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.   | Kristine Loomer   |
| 22 | Purchase Order Contact Email  | Purchase Order Contact Email   | kristine@newcomglobal.com   |
| 23 | Purchase Order Contact Phone  | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477  | 7818267989  |
| 24 | Company Website   | Company Website (Format - www.company.com)   | www.newcomglobal.com  |
| 25 | Federal ID Number:  | Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)  | 04-3499728  |
| 26 | Primary Address   | Primary Address  | 575 Washington St   |
| 27 | Primary Address City  | Primary Address City   | Pembroke  |
| 28 | Primary Address State   | Primary Address State (2 Digit Abbreviation)   | MA  |
| 29 | Primary Address Zip   | Primary Address Zip  | 02359   |
| 30 | Search Words:   | Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)  | Arkon,ASUS, Axis, Belkin, Brother Mobile Solutions, C2G, CalAmp, Canon, Cherry, Cisco, Citizen Printers, Cradlepoint, Datalogic, Dell, Digi, Epson, Gamber Johnson, GETAC, GTT Technologies, Havis, Hint Mounts, Honeywell, HP Enterprise, Kenwood, Lenovo, Lind Electronics, Lund, Magellan, Mobile Mark, Motorola, Neverfail, Newmar, Panasonic, Planar, RAM Mounts, SATO, Seiko Printers, Sierra Wireless, TAG Global Systems, Trend Micro, Trimble, Unitech, US Fleet Tracking, Zebra |
| 31 | Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? | Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.<br><br>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? | Yes   |

- 32 Yes - No Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: No  
 (A) has its principal place of business in Texas;  
 OR  
 (B) employs at least 500 persons in Texas?
- 33 Company Residence (City) Vendor's principal place of business is in the city of? Pembroke
- 34 Company Residence (State) Vendor's principal place of business is in the state of? MA
- 35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT 15%  
 CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD.  
 What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.
- 36 TIPS administration fee By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member. (No Response Required)
- 37 Yes - No Vendor agrees to remit to TIPS the required administration fee? Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered. Yes
- 38 Yes - No Do you offer additional discounts to TIPS members for large order quantities or large scope of work? Yes
- 39 Years Experience Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information. 21
- 40 Resellers: Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. No

- |    |  |  |                        |
|----|--|--|------------------------|
| 41 | Pricing discount percentage are guaranteed for?  | Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?  | YES                    |
| 42 | Right of Refusal   | Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?  | No                     |
| 43 | NON-COLLUSIVE BIDDING CERTIFICATE  | <p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1)This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2)This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:</p> <p>3)No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4)The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p> | (No Response Required) |
| 44 | CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? | <p>Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab:</p> <p><a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a></p> <p>There is an optional upload for this form provided if you have a conflict and must file the form.</p>   | No                     |
| 45 | Filing of Form CIQ   | If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?   |                        |
| 46 | Regulatory Standing  | I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.  | Yes                    |
| 47 | Regulatory Standing  | Regulatory Standing explanation of no answer on previous question.   |                        |

48 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required)

that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## 49 Suspension or Debarment Instructions

Instructions for Certification: By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

(No Response Required)

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Yes  
and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.  
By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) U.S. Departments, including the USDA are equal opportunity provider, employer, and lender. Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

52 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

(No Response Required)

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the



non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

53 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes  
currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

54 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee Yes  
or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

55 2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Yes  
Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

|    |   |   |     |
|----|---|---|-----|
|    |   | Does vendor agree?  |     |
| 56 | 2 CFR PART 200 Byrd Anti-Lobbying Amendment       | <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> | Yes |
|    |   | Does vendor agree?  |     |
| 57 | 2 CFR PART 200 Federal Rule                       | <p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p>  | Yes |
|    |   | Does vendor certify that it is in compliance with the Clean Air Act?  |     |
| 58 | 2 CFR PART 200 Procurement of Recovered Materials | <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p>   | Yes |

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

59 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds I HAVE NOT Lobbied per above

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

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

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

(3)The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

60 If you answered "I HAVE lobbied per above to the previous question.

IF you answered "I HAVE lobbied" per above Attribute question, you must download the Lobbying Report "Standard Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

(No Response Required)

61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? NO

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

62 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b)Affirmative steps must include:(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2)Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3)Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4)Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5)Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6)Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

63 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws

Yes

of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

64 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Yes, I Agree

Do you agree to these terms?

65 Remedies Explanation of No Answer

66 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

- 67 Jurisdiction and Service of Process
- Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.
- Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?
- Yes
- 68 Infringement(s)
- The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.
- Do you agree to these terms?
- Yes, I Agree
- 69 Infringement(s) Explanation of No Answer
- 70 Contract Governance
- Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.
- Yes

71 Payment Terms and Funding Out Clause

Payment Terms:

Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

72 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion: will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

73 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. certify that: (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.



74 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES. (No Response Required)

75 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES  
 Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq. The relevant section addressed by this form reads as follows:  
 Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by  
 ESC Region 8/The Interlocal Purchasing System (TIPS)  
 4845 Highway 271 North  
 Pittsburg,TX,75686  
 verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.  
 AND  
 our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>  
 I swear and affirm that the above is true and correct.

- 76 Logos and other company marks Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred (No Response Required)
- Potential uses of company logo: Your Vendor Profile Page of TIPS website Potentially on TIPS website scroll bar for Top Performing Vendors TIPS Quarterly eNewsletter sent to TIPS Members Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)
- 77 Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes
- 78 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 79 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 80 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

81 Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

B. Firm not owned nor operated by felon; per above

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

82 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

- 1. Name of Felon(s)
- 2. The named person's role in the firm, and
- 3. Details of Conviction(s).

83 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

84 Required Confidentiality Claim Form

Required Confidentiality Claim Form

(No Response Required)

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the Attachments section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the Response Attachments section titled Confidentiality Form in order to provide to TIPS the completed form titled, CONFIDENTIALITY CLAIM FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at [rick.powell@tips-usa.com](mailto:rick.powell@tips-usa.com)

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Line Items

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Response Total: \$0.00

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## REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

| Entity Name             | Contact Person | VALID EMAIL IS REQUIRED  | Phone        |
|-------------------------|----------------|--|--------------|
|                         |                |  |              |
| NYC Dept of Sanitation  | Robert Castro  | <a href="mailto:rcastro@dny.nyc.gov">rcastro@dny.nyc.gov</a>           | 212-291-1173 |
| Johns Creek Police Dept | Jon Moses      | <a href="mailto:jon.moses@johnscreek.gov">jon.moses@johnscreek.gov</a> | 678-474-1588 |
| Northwell Healthcare    | Ken McCrorie   | <a href="mailto:kmccrori@northwell.edu">kmccrori@northwell.edu</a>     | 516-719-5053 |
|                         |                |  |              |
|                         |                |  |              |
|                         |                |  |              |
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|                         |                |  |              |

TIPS RFP # 190302

**Required Confidential Information Status Form**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Newcom Wireless Services, LLC

Name of company

Dor Koplousky - Owner/CEO

Printed Name and Title of authorized company officer declaring below the confidential status of material

|                          |                 |           |              |                     |
|--------------------------|-----------------|-----------|--------------|---------------------|
| <u>575 Washington ST</u> | <u>Pembroke</u> | <u>MA</u> | <u>02359</u> | <u>781-826-7989</u> |
| Address                  | City            | State     | ZIP          | Phone               |

**I DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.


**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

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

**OR** -----

**I DO NOT** claim any of my proposal to be confidential, complete the section **below only.**

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature  Date 4/26/19

# NEWCOM Take Integration ...Further



## Provider Solutions

### SYSTEM INTEGRATION

solutions including Server / Storage / Workstation with onsite implementation services.

### DEPLOYMENT

of best-in-class mobile hardware solutions that promote officer safety with turnkey nationwide installation services.

### SYSTEM MONITORING

and maintenance on a 24x7x365 basis for the entire IT environment.

### CUSTOMER FOCUSED

solutions that ensure success.

## BEST-IN-CLASS MOBILE SOLUTIONS THAT WORK FOR YOUR BUSINESS

NEWCOM is based in the metropolitan Boston area with operations nationwide. Our expert project team offers turnkey solutions for commercial and public sector markets ranging from system analysis, design, installation, implementation, and system management.

### INDUSTRY LEADER

Leading the industry with a collaborative approach to systems integration, NEWCOM provides the critical link between wireless technology and business optimization providing customized, best-in-class

wireless solutions that are designed to maximize our clients technology investment in the face of the on-going technological change.

### PROFESSIONAL SERVICES

Partnering with leading manufacturers, NEWCOM is competitively priced and backed by a team of highly experienced, skilled professionals to give "off the shelf" solutions with customized applications.







**NEWCOM**

# Line CARD

\*All lines are offered on the **Massachusetts Contract FIR04** through our partnership with Central Equipment.

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**FIRSTNET  
DEALER**

Built with AT&T

- Arkon
- ASUS
- Axis
- Belkin
- Brother
- C2G
- CalAmp
- Canon
- Cherry
- Cisco
- Citizen Printers
- Cradlepoint
- Datalogic
- Dell
- Digi
- Epson
- Gamber Johnson
- GETAC
- GTT Technologies
- Havis
- Hint Mounts
- Honeywell
- HP Enterprise
- Kenwood
- Lenovo
- Lind Electronics
- Lund
- Magellan
- Mobile Mark
- Motorola
- Neverfail
- Newmar
- Panasonic
- Planar
- RAM Mounts
- SATO
- Seiko Printers
- Sierra Wireless
- TAG Global Systems
- Trend Micro
- Trimble
- Unitech
- US Fleet Tracking
- Zebra

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 2019

County of Boone

} ea.

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

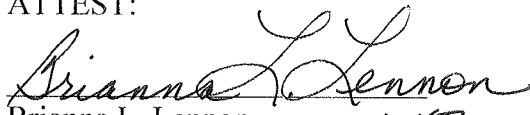
the following, among other proceedings, were had, viz:

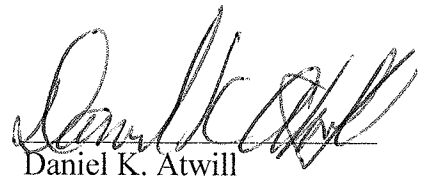
Now on this day, the County Commission of the County of Boone does hereby re-appoint the following:

| Name            | Board                      | Period                            |
|-----------------|----------------------------|-----------------------------------|
| Patricia Powell | Boone County Library Board | July 1, 2019 thru June 30, 2023   |
| Richard Shanker | Building Code Commission   | August 1, 2019 thru July 31, 2021 |
|                 |                            |                                   |

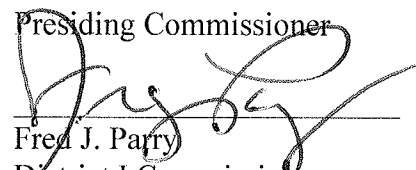
Done this 16th day of July 2019.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**Dan Atwill**, Presiding Commissioner  
**Fred J. Parry**, District I Commissioner  
**Janet Thompson**, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4305 - FAX 573-886-4311  
E-mail: [commission@boonecountymmo.org](mailto:commission@boonecountymmo.org)

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

**Board or Commission:** Library Board

**Name:** Patricia Powell

**Home Address:** 13413 Highway 40

**City:** Rocheport **Zip Code:** 65279

**Business Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**At which address would you prefer to be contacted?**     

**E-mail:** jandppowell@gmail.com

**Phone (Home):** 573-489-9593 **Phone (Work):** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Qualifications:**

I have served on the Library Board for 32 years. During that time I have served as the Regional Board Presidents three times. And, I served as President of the Boone County Library Board many time, and as the first President of the Columbia/Boone County Library Board this past year. Before retiring I was the Media Specialist at West Junior High School 1983-2003. And, I was the Hallsville Middle/High School librarian 1980-1983.

**Past Community Service:**

I served as President, and several other offices, in Boone County Retired Teachers Association. Currently I served as Scholarship Chair. For the 15 years I have been collecting and mailing paperback and children's books to the USO at Bagram Airfield in Afghanistan. (1,652 paperbacks and 108 children's books in 2018.) I volunteer at the Food Bank with Retired Teachers when I can.

**References:**

Melissa Carr, Retired DBRL Director, 819-4526 Kate Markie, Current Columbia/Boone County Library Board President, 445-5207 Khaki Westerfield, Current Daniel Boone Regional Library Board President, 443-1106

**I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.**

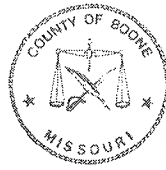
\_\_\_\_\_  
**Applicant Signature**

**Return Application  
To:**

**Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201  
Fax: 573-886-4311**

An Affirmative Action/Equal Opportunity Institution

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



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

Re-appointed 7-18-17 @ Staff mtg

7-2-15 - Verified all info still correct. He wants to use this one again.

Term Effective 8/8/2013

expiring

Term Expires 8/8/2015

Reactivated 7-5-17 verified contact info

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Building Code Commission Term: 6/23/2011

Current Township: \_\_\_\_\_ Today's Date: 6/23/2011

Name: Richard Shanker

Home Address: 1829 Cliff Drive Zip Code: 65201

Business Address: P.O. BOX Zip Code: 65205

Home Phone: 573-8752035 Work Phone: \_\_\_\_\_  
Fax: 442-9473 E-mail: \_\_\_\_\_

Qualifications: CONSTRUCTION INDUSTRY: 30 YEARS  
COLUMBIA BUILDING CODES COMMISSIONER  
MEMBER COLUMBIA ELECTRICAL BOARD  
PLUMBING  
BOONE COUNTY IFA

Past Community Service: SEE ABOVE AND AIRPORT ADVISORY BOARD

References: JOHN SUDITH CITY OF COLUMBIA  
SIMON  
NADINE DAVIS

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201  
Fax: 573-886-4311

Dan Atwill, Presiding Commissioner  
Fred J. Parry, District I Commissioner  
Janet Thompson, District II Commissioner

Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4307 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org



# Boone County Commission

*Reappoint - yes  
7-9-19  
2 yes*

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: BUILDING AND CODE Term: \_\_\_\_\_

Current Township: \_\_\_\_\_ Today's Date: 6-20-19

Name: Richard Shanker

Home Address: please see 2017 reactivated application

City: \_\_\_\_\_ Zip Code: Q

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

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Qualifications: \_\_\_\_\_

*X* Use all previous information on  
last application - ? HAVE QUESTIONS?

- CALL EITHER 573-875-2035  
573-864-3171

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

16th

day of

July

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 Boone County Commission Quarter II 2019 Minutes, beginning on 4/2/2019 through 6/27/2019.

Done this 16th day of July 2019.

ATTEST:

  
Brianna L. Lennon *DKB*


Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner