

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

8th

day of

October

20 19


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

Now on this day, the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorizes the Presiding Commissioner to sign it:

- Nursery Heights Plat 5. S9-T47N-R13W. R-S. Nursery Heights Development Group, LLC, owner. Jay Gebhardt, surveyor.

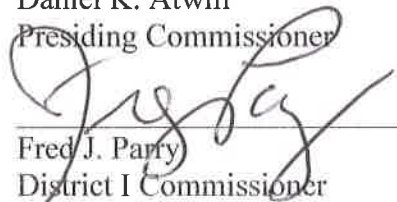
Done this 8th day of October 2019.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner

432-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 19

In the County Commission of said county, on the 8th day of October 20 19

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

Now on this day, the County Commission of the County of Boone does hereby accept the attached recommendation for roadway maintenance within Nursery Heights Plat 5 – Snapdragon Drive.

Done this 8th day of October 2019.

ATTEST:

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

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



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. WALNUT ROOM 315

COLUMBIA, MISSOURI 65201-7730

PLANNING (573) 886-4330 ★ INSPECTION (573) 886-4339 ★ ENGINEERING (573) 886-4480

FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

JEFF MCCANN, CHIEF ENGINEER

MEMO

DATE: September 30, 2019

TO: Boone County Commission

FROM: Jeff McCann, P.E., Chief Engineer, Boone County Resource Management *JM*

RE: Recommendation for Roadway Acceptance
Nursery Heights Subdivision – Plat 5

Commissioners,

Attached for your consideration for roadway maintenance acceptance is the New Roadway Construction Final Report for the following roads within Nursery Heights Subdivision Plat 5, Southwest Quarter of Section 9, Township 47 North, Range 13 West, Boone County Missouri:

- Snapdragon Drive (Sta. 1+11.87 to 8+16.12), 704.25 Feet

These roads were constructed by Emery Sapp & Sons for Nursery Heights Development Group, LLC in accordance with the approved construction plans designed by A Civil Group, LLC.

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 9/24/19

Date letter requesting acceptance received: 9/2/19

Development Name: Nursery Heights Subdivision, Plat 5

Roadway Name: Snapdragon Drive Sheet 1 of 1

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete w/Integral Curb

Roadway Width 32' B-B
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A Type of Material N/A

Length of Roadway 704.25' (sta. 1+11.87-8+16.12) ROW Width 50'

Cul-de-sac Surface Temporary Gravel Radius 38'

Sidewalks: Yes No By Homeowners

Curb & Gutter: None Rollback Barrier

Comments: _____

Jill McCam
Chief Engineer's Signature

9/24/19
Date

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STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

8th

day of

October

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 School Resource Officer Agreements between Boone County and the following school districts:


- Hallsville R-IV Schools
- Harrisburg R-VIII Schools
- Southern Boone County R-I Schools
- Sturgeon R-V Schools

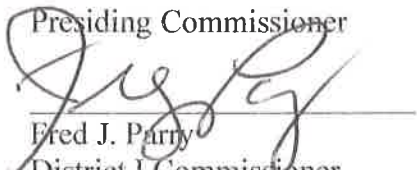
Terms of the agreements are stipulated in the attached School Resource Officer Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreements.

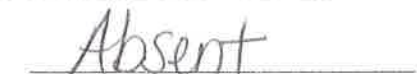
Done this 8th day of October 2019.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Fred J. Parry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is entered into by and between **Hallsville R-IV Schools**, a political subdivision of the State of Missouri, herein "School District," and **Boone County, Missouri**, a political subdivision of the State of Missouri, herein "Boone County."

WHEREAS, the Boone County Sheriff's Department (BCSD) has a long-standing commitment to the development of trusting relationships between law enforcement and the faculty, staff, and students of schools within Boone County; and

WHEREAS, BCSD wishes to continue to provide services to School District in the form of School Resource Officers in their respective schools; and

WHEREAS, School District has agreed to provide a reimbursement to County for the costs of said services at the rate of Twenty-Five Percent (25%) of the base salary of a deputy sheriff; and

WHEREAS, for the academic year 2018-2019, the contemplated Twenty-Five Percent (25%) reimbursement would total Fourteen Thousand Seventy Seven Dollars and Nine Cents (\$14,077.09), payable on or before May 1, 2019; and

WHEREAS, the parties have the authority to enter into this cooperative agreement pursuant to RSMo Sec. 70.220 for the purposes herein stated;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements in this document, Boone County, by and through the Boone County Sheriff, and the School District, agree as follows:

1. **SCHOOL RESOURCE OFFICERS.** County will provide a Missouri POST commissioned/licensed law enforcement officer at the School District's High School during the regular school year to provide law enforcement services. School Resource Officers (SROs) shall remain under the operational control and supervision of the Boone County Sheriff and shall be provided County-issued law enforcement equipment for the performance of duties pursuant to this Agreement. School District shall provide access to School District's facilities as mutually-agreed by the parties which shall include a dedicated work space for the SRO.
2. **PAYMENT.** School District shall pay County Fourteen Thousand Seventy Seven Dollars and Nine Cents (\$14,077.09) on or before May 1, 2019, as a partial

reimbursement for the SRO services contemplated herein for the term of this Agreement. The parties shall renegotiate the payment due for any renewal of this Agreement based on the figure determined by a calculation of 25% of a deputy sheriff's base salary for that renewal term.

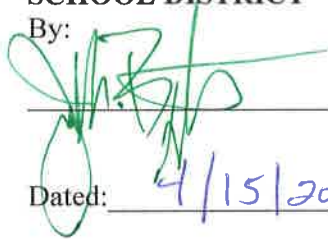
3. **TERM.** This Agreement shall remain in full force and effect through the regular 2018-2019 academic year, or until June 30, 2019, whichever first occurs.
4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of School District and Boone County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
6. **RECORDS.** Each party shall be the custodian of any records generated by that party pursuant to this agreement. Said records shall be retained by the respective agency in accordance with applicable law.
7. **LIABILITY.** Each party shall be responsible for all claims, damages, and losses sustained or alleged to be caused by its own personnel in accordance with applicable law.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
10. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.

12. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

**HALLSVILLE R-IV
SCHOOL DISTRICT**

By:



Dated:

4/15/2019

BOONE COUNTY, MISSOURI

By:



Daniel K. Atwill, Presiding Commissioner

Dated:

10.8.19

ATTEST:

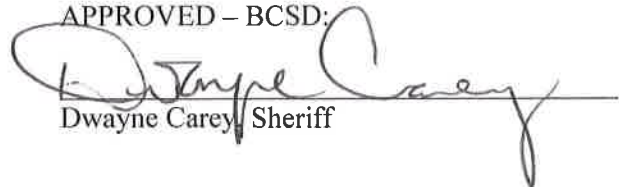


ATTEST:



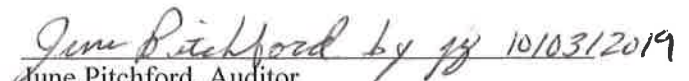
Brianna L. Lennon, County Clerk

APPROVED – BCSD:



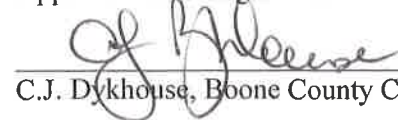
Dwayne Carey, Sheriff

Acknowledged for Budgeting Purposes: 1251-3525



June Pitchford, Auditor

Approved as to Legal Form:



C.J. Dykhouse, Boone County Counselor

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is entered into by and between **Harrisburg R-VIII Schools**, a political subdivision of the State of Missouri, herein "School District," and **Boone County, Missouri**, a political subdivision of the State of Missouri, herein "Boone County."

WHEREAS, the Boone County Sheriff's Department (BCSD) has a long-standing commitment to the development of trusting relationships between law enforcement and the faculty, staff, and students of schools within Boone County; and

WHEREAS, BCSD wishes to continue to provide services to School District in the form of School Resource Officers in their respective schools; and

WHEREAS, School District has agreed to provide a reimbursement to County for the costs of said services at the rate of Twenty-Five Percent (25%) of the base salary of a deputy sheriff; and

WHEREAS, for the academic year ~~2019-2020~~²⁰¹⁸⁻²⁰¹⁹, the contemplated Twenty-Five Percent (25%) reimbursement would total Fourteen Thousand Seventy Seven Dollars and Nine Cents (\$14,077.09), payable on or before May 1, 2019; and

WHEREAS, the parties have the authority to enter into this cooperative agreement pursuant to RSMo Sec. 70.220 for the purposes herein stated;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements in this document, Boone County, by and through the Boone County Sheriff, and the School District, agree as follows:

1. **SCHOOL RESOURCE OFFICERS.** County will provide a Missouri POST commissioned/licensed law enforcement officer at the School District's High School during the regular school year to provide law enforcement services. School Resource Officers (SROs) shall remain under the operational control and supervision of the Boone County Sheriff and shall be provided County-issued law enforcement equipment for the performance of duties pursuant to this Agreement. School District shall provide access to School District's facilities as mutually-agreed by the parties which shall include a dedicated work space for the SRO.
2. **PAYMENT.** School District shall pay County Fourteen Thousand Seventy Seven Dollars and Nine Cents (\$14,077.09) on or before May 1, 2019, as a partial reimbursement for

the SRO services contemplated herein for the term of this Agreement. The parties shall renegotiate the payment due for any renewal of this Agreement based on the figure determined by a calculation of 25% of a deputy sheriff's base salary for that renewal term.

3. **TERM.** This Agreement shall remain in full force and effect through the regular ²⁰¹⁸~~2019~~-²⁰¹⁹~~2020~~ academic year, or until June 30, ²⁰¹⁹~~2020~~, whichever first occurs.
4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of School District and Boone County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
6. **RECORDS.** Each party shall be the custodian of any records generated by that party pursuant to this agreement. Said records shall be retained by the respective agency in accordance with applicable law.
7. **LIABILITY.** Each party shall be responsible for all claims, damages, and losses sustained or alleged to be caused by its own personnel in accordance with applicable law.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
10. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.

12. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

**HARRISBURG R-VIII
SCHOOL DISTRICT**

By: [Signature]
Dated: 5/16/19

ATTEST:

BOONE COUNTY, MISSOURI

By: [Signature]
Daniel K. Atwill, Presiding Commissioner
Dated: 10-8-19

ATTEST:
[Signature]
Brianna L. Lennon, County Clerk

APPROVED - BCSD:
[Signature]
Dwayne Carey, Sheriff

Acknowledged for Budgeting Purposes: 1251-3525
[Signature] 10/03/2019
June Pitchford, Auditor

Approved as to Legal Form:
[Signature]
C.J. Dykhouse, Boone County Counselor

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is entered into by and between **Southern Boone County R-I Schools**, a political subdivision of the State of Missouri, herein "School District," and **Boone County, Missouri**, a political subdivision of the State of Missouri, herein "Boone County."

WHEREAS, the Boone County Sheriff's Department (BCSD) has a long-standing commitment to the development of trusting relationships between law enforcement and the faculty, staff, and students of schools within Boone County; and

WHEREAS, BCSD wishes to continue to provide services to School District in the form of School Resource Officers in their respective schools; and

WHEREAS, School District has agreed to provide a reimbursement to County for the costs of said services at the rate of Twenty-Five Percent (25%) of the base salary of a deputy sheriff; and

WHEREAS, for the academic year **2018-2019**, the contemplated Twenty-Five Percent (25%) reimbursement would total Fourteen Thousand Seventy Seven Dollars and Nine Cents (\$14,077.09), payable on or before May 1, 2019; and

WHEREAS, the parties have the authority to enter into this cooperative agreement pursuant to RSMo Sec. 70.220 for the purposes herein stated;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements in this document, Boone County, by and through the Boone County Sheriff, and the School District, agree as follows:

1. **SCHOOL RESOURCE OFFICERS.** County will provide a Missouri POST commissioned/licensed law enforcement officer at the School District's High School during the regular school year to provide law enforcement services. School Resource Officers (SROs) shall remain under the operational control and supervision of the Boone County Sheriff and shall be provided County-issued law enforcement equipment for the performance of duties pursuant to this Agreement. School District shall provide access to School District's facilities as mutually-agreed by the parties which shall include a dedicated work space for the SRO.
2. **PAYMENT.** School District shall pay County Fourteen Thousand Seventy Seven Dollars and Nine Cents (\$14,077.09) on or before May 1, 2019, as a partial reimbursement for

the SRO services contemplated herein for the term of this Agreement. The parties shall renegotiate the payment due for any renewal of this Agreement based on the figure determined by a calculation of 25% of a deputy sheriff's base salary for that renewal term.

3. **TERM.** This Agreement shall remain in full force and effect through the regular 2018-2019 academic year, or until June 30, 2019, whichever first occurs.
4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of School District and Boone County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
6. **RECORDS.** Each party shall be the custodian of any records generated by that party pursuant to this agreement. Said records shall be retained by the respective agency in accordance with applicable law.
7. **LIABILITY.** Each party shall be responsible for all claims, damages, and losses sustained or alleged to be caused by its own personnel in accordance with applicable law.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
10. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.

12. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

**SOUTHERN BOONE COUNTY R-I
SCHOOL DISTRICT**


By: 

Christopher Felmer
Dated: 9/3/2019

ATTEST:


Teresta Heuer

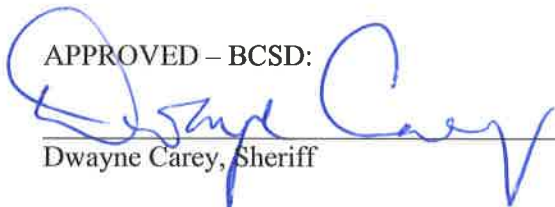
BOONE COUNTY, MISSOURI

By: 

Daniel K. Atwill, Presiding Commissioner
Dated: 10.8.19


ATTEST:


Brianna L. Lennon, County Clerk

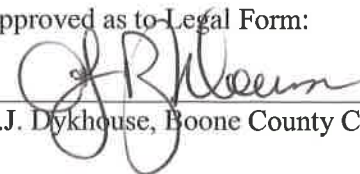
APPROVED – BCSD:


Dwayne Carey, Sheriff

Acknowledged for Budgeting Purposes: 1251-3525



June Pitchford, Auditor

Approved as to Legal Form:


C.J. Dykhouse, Boone County Counselor

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is entered into by and between **Sturgeon R-V Schools**, a political subdivision of the State of Missouri, herein "School District," and **Boone County, Missouri**, a political subdivision of the State of Missouri, herein "Boone County."

WHEREAS, the Boone County Sheriff's Department (BCSD) has a long-standing commitment to the development of trusting relationships between law enforcement and the faculty, staff, and students of schools within Boone County; and

WHEREAS, BCSD wishes to continue to provide services to School District in the form of School Resource Officers in their respective schools; and

WHEREAS, School District has agreed to provide a reimbursement to County for the costs of said services at the rate of Twenty-Five Percent (25%) of the base salary of a deputy sheriff; and

WHEREAS, for the academic year 2018-2019, the contemplated Twenty-Five Percent (25%) reimbursement would total Fourteen Thousand Seventy Seven Dollars and Nine Cents (\$14,077.09), payable on or before May 1, 2019; and

WHEREAS, the parties have the authority to enter into this cooperative agreement pursuant to RSMo Sec. 70.220 for the purposes herein stated;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements in this document, Boone County, by and through the Boone County Sheriff, and the School District, agree as follows:

1. **SCHOOL RESOURCE OFFICERS.** County will provide a Missouri POST commissioned/licensed law enforcement officer at the School District's High School during the regular school year to provide law enforcement services. School Resource Officers (SROs) shall remain under the operational control and supervision of the Boone County Sheriff and shall be provided County-issued law enforcement equipment for the performance of duties pursuant to this Agreement. School District shall provide access to School District's facilities as mutually-agreed by the parties which shall include a dedicated work space for the SRO.
2. **PAYMENT.** School District shall pay County Fourteen Thousand Seventy Seven Dollars and Nine Cents (\$14,077.09) on or before May 1, 2019, as a partial

reimbursement for the SRO services contemplated herein for the term of this Agreement. The parties shall renegotiate the payment due for any renewal of this Agreement based on the figure determined by a calculation of 25% of a deputy sheriff's base salary for that renewal term.

3. **TERM.** This Agreement shall remain in full force and effect through the regular 2018-2019 academic year, or until June 30, 2019, whichever first occurs.
4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of School District and Boone County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
6. **RECORDS.** Each party shall be the custodian of any records generated by that party pursuant to this agreement. Said records shall be retained by the respective agency in accordance with applicable law.
7. **LIABILITY.** Each party shall be responsible for all claims, damages, and losses sustained or alleged to be caused by its own personnel in accordance with applicable law.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
10. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.

12. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

**STURGEON R-V
SCHOOL DISTRICT**

By:



Dated: 11 APRIL 2019

ATTEST:



BOONE COUNTY, MISSOURI

By:



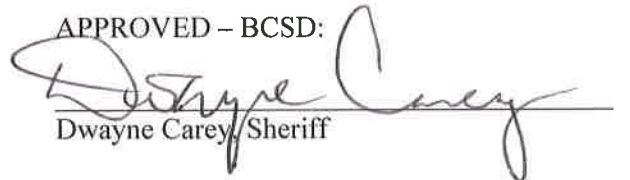
Daniel K. Atwill, Presiding Commissioner

Dated: 10.8.19

ATTEST:


Brianna L. Lennon, County Clerk


APPROVED – BCSD:


Dwayne Carey, Sheriff

Acknowledged for Budgeting Purposes: 1251-3525


June Pitchford, Auditor

Approved as to Legal Form:


C.J. Dykhouse, Boone County Counselor

434-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the 8th day of October 2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to Contract 03-13APR17 – ERP System.

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

Done this 8th day of October 2019.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPPO, CPPB
DATE: September 27, 2019
RE: Amendment #1 to Contract: 03-13APR17 - ERP System

Contract *03-13APR17 - ERP System Selection* was approved by commission for award to Superior, LLC on July 25, 2019, commission order 308-2019. This amendment makes the following changes:

- (a) Paragraph 17.2 is revised to read as follows: “all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Superior of any kind are immediately payable and due no later than forty-five (45) days after the effective date of the termination or expiration, including anything that accrues within those **forty-five (45) days.**”.
- (b) Exhibit 1 is revised to clarify that Professional Services Fees for Custom Modifications are due 50% upon execution and 50% due upon **acceptance**.
- (c) Exhibit 1 is revised to correct the amount shown as the subtotal for Maintenance/Subscription pricing from \$97,348.00 to \$97,484.00.

Invoices will continue to pay from department 1170 - Information Technology, account 92302 - replacement computer software.

cc: Julia Lutz, IT
Contract File



AMENDMENT #1 TO THE SOLUTIONS AGREEMENT #03-13APR17

BOONE COUNTY, MISSOURI

2121 County Drive
Columbia, MO 65202
("Customer")

and

SUPERION, LLC

("Superion")

This Amendment (the "Amendment") amends the parties' agreement (the "Agreement") dated as of July 25, 2019, (the "Effective Date") as provided for in this Amendment.

Customer and Superion, intending to be legally bound, have agreed to amend the Agreement as of the Effective Date as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement and the Amendment has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
2. Amendment to the Agreement.

The Agreement is amended and modified as of the Effective Date as follows:

- (a) Paragraph 17.2 is revised to read as follows: "all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Superion of any kind are immediately payable and due no later than forty-five (45) days after the effective date of the termination or expiration, including anything that accrues within those **forty-five (45) days.**".
 - (b) Exhibit 1 is revised to clarify that Professional Services Fees for Custom Modifications are due 50% upon execution and 50% due upon **acceptance**.
 - (c) Exhibit 1 is revised to correct the amount shown as the subtotal for Maintenance/Subscription pricing from \$97,348.00 to \$97,484.00.
3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties regarding the subject matter hereof and cannot be modified except by written agreement of the parties.

Superion, LLC

DocuSigned by:
Lisa Neumann
 BY: _____
81171DEF05564F5...
 PRINT NAME: Lisa Neumann
 PRINT TITLE: Controller
 DATE SIGNED: 9/27/2019

Boone County, Missouri

DocuSigned by:
Daniel K. Atwill
 BY: _____
BA4B934CED6E4EB...
 PRINT NAME: Daniel K. Atwill
 PRINT TITLE: Presiding Commissioner
 DATE SIGNED: 10/8/2019

APPROVED AS TO FORM:

DocuSigned by:
Charley J. DeHaven
 by: _____
56E9A0DBB0AC445...
 County Counselor

ATTEST:

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

DocuSigned by: <i>Gene E. Proffitt by my Notarization Program</i> _____ <small>F0D08ADB184244D...</small>	<u>9/27/2019</u>	<u>1170-92302</u>
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

8th

day of

October

2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to Cooperative Contract 120617-CMM – Generator for Joint Communications.

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

Done this 8th day of October 2019.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPPO, CPPB
DATE: September 26, 2019
RE: Amendment #1 to Cooperative Contract: 120617-CMM – Generator for Joint Communications

Sourcewell (NJPA) cooperative contract *120617-CMM* was approved by commission for award to Cummins, Inc. on March 26, 2019. This amendment adds a generator for the new support building located at Joint Communications.

Total cost of generator is \$29,270.16 and will be paid from department 4103 – ECC Support Services Building, account 71231 – Owner Costs. Total budget for all owner cost items for the support building project is \$400,000.

cc: Chad Martin, Pat Schreiner, Dave Dunford, Joint Communications
Contract File

Commission Order: _____

Date: 10/8/2019

**CONTRACT AMENDMENT NUMBER ONE TO THE
PURCHASE AGREEMENT
FOR**

**Generator for Boone County Joint Communications
For the new (SPT) Support Building**

The Agreement **120617-CMM** dated March 26, 2019 made by and between Boone County, Missouri and **Cummins, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Furnish and deliver one (1) generator with an estimated delivery time of 10 weeks for a total price of \$29,270.16 as follows:

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	Spark Ignited Genset: 60Hz-125kW	
Install-US-Stat	U.S. EPA, Stationary Emergency Application	1
C125 N6	Spark Ignited Genset: 60Hz-125kW	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL2200	1
L193-2	NFPA 110 Type 10 Level 1 Capable	1
L224-2	IBC Seismic Certification	1
L225-2	OSHPD Seismic Certification	1
L155-2	Emissions Certification-Spark Ignited, EPA, Emergency, Stationary, 40CFR60	1
C002-2	Fuel System-Natural Gas	1
F216-2	Enclosure-Aluminum, Weather Protective, w/Exh System	1
R098-2	Voltage-120/208, 3 Phase, Wye, 4 Wire	1
BB88-2	Alternator-60Hz, Reconnect, Full Ouput, 120C, 40C amb, IMS	1
H703-2	Generator Set Control-PowerCommand 2.3	1
B240-2	Exciter/Regulator-Torque Match	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H012-2	Gauge-Oil Pressure	1
K796-2	Stop Switch-Emergency	1
H609-2	Control Mounting-left Facing	1
KV03-2	Load Connection-Single	1
KB72-2	CB or EB or TB-Bottom Entry, Right	1
KY06-2	CB, Loc A, 200A-600A, 3P, LSI, 600VAC, 100%, UL	1
P176-2	Enclosure Color-Green, Aluminum Enclosure	1
F252-2	Enclosure - Wind Load 180MPH, ASCE7-10	1
F179-2	Skidbase-Housing Ready	1
A422-2	Engine Starter - 12 VDC Motor	1
A333-2	Battery Charging Alternator-Normal Output	1
BB89-2	Battery Charger - 6 Amp, Regulated	1
E125-2	Engine Cooling-High Ambient Air Temperature	1
H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1
H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
E154-2	Coolant Heater, Extreme Cold Ambient	1

D041-2	Engine Air Cleaner-Normal Duty	1
H487-2	Engine Oil Heater - 120 Vac, Single Phase	1
H706-2	Engine Oil	1
L028-2	Genset Warranty-Base	1
L050-2	Literature-English	1
A322-2	Packing-Skid, Poly Bag	1
F065-2	Rack-Battery	1
H268-2	Extension-Oil Drain	1
	Start up and Training with 1-hour load bank	1

2. Delivery - All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

Deliver to Boone County Support Building located by Joint Communications, 2145 E. County Drive, Columbia, MO 65202. Generator shall be delivered on trailer and County will off-load. Coordinate delivery with County Representative: Dave Dunford, Radio Consultant, Phone: 913-208-9561.

3. Warranty - Manufacturer's standard two-year warranty included.
4. Except as specifically amended hereunder, all other terms, conditions, provisions and prices of the original agreement shall remain the same and apply hereto.

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

CUMMINS, INC.

BOONE COUNTY, MISSOURI

DocuSigned by:
 By: Terry Milam / Cummins
 BDA8C7E47F8D486...
 Title: Senior Sale Representative

By: Boone County Commission
 DocuSigned by:
David K. Stoddard
 B448904CED6E4EB...
 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Charly J. Duffane
 by: [Signature]
 56E0A0DDB0AC445...
 County Counselor

DocuSigned by:
Brianna Lennon by MT
 7D82DA086BF6405...
 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: <u>Jane E. Pritchard</u> by: <u>[Signature]</u> EB91DB24AAC49D...	9/27/2019	4103 / 71231 / \$29,270.16
Signature	Date	Appropriation Account

436-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

8th

day of

October

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 58-31AUG19C for Preprinted Envelopes for the Collector's Office to the Curators of the University of Missouri, on behalf of University of Missouri Printing Services.

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

Done this 8th day of October 2019.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: September 24, 2019
RE: Contract 58-31AUG19C for Preprinted Envelopes for the Collector's Office

Contract 58-31AUG19C is being awarded to the Curators of the University of Missouri, on behalf of University of Missouri Printing Services for the purchase of preprinted envelopes for the Collector's Office. The contract is established in accordance with section 70.220 of the Revised Missouri Statutes (RSMo) which allows counties and political subdivisions to contract with each other directly. In this case the acquisition of preprinted envelopes has not been competitively bid but is allowed by the cited Missouri statute.

Invoices will be paid from Department 1150 for Collector, Account 23001 for Printing. \$12,000.00 has been budgeted for purchases.

/lp

cc: Brian McCollum, Boone County Collector
Contract File

Commission Order #: _____

**COOPERATIVE AGREEMENT 58-31AUG19C
FOR PRE-PRINTED ENVELOPES**

THIS AGREEMENT dated the 8th day of October 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **The Curators of the University of Missouri (on behalf of University of Missouri Printing Services)**, herein "Contractor".

WHEREAS, the parties have the authority to enter this Agreement pursuant to the provisions of Section 70.220 RSMo.

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 **Pre-Printed Envelopes**, the Pricing Page completed by **University of Missouri Printing Services**, the clarification e-mail from Carol L. Williams dated September 4, 2019, and Boone County's Standard Terms and Conditions.

2. Contract Duration: This agreement shall commence on the **Date of Award** and extend through **August 31, 2020** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date on a month to month basis.

3. Purchase: The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with pre-printed envelopes as specified on the Pricing Page and in conformity with the terms of this Agreement, as needed and as ordered by County.

4. Delivery: The Contractor agrees to deliver envelopes as stated above to the Boone County Government Center 3rd Floor, 801 E. Walnut, Room 308, Columbia, Missouri 65201. All deliveries shall be made FOB Destination, inside delivery to the 3rd floor Mail Room with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. The contractor must notify the Collector's Office a minimum of five (5) business days in advance of the envelope delivery by calling Brian McCollum at (573) 886-4291 to make advance notice.

5. Billing and Payment: All billing shall be invoiced to the Boone County Collector's Office located at 801 E. Walnut, Columbia, MO 65201, Office # 118. Billings may only include the prices listed in the Contractor's pricing response. No additional fees or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's pricing. The County agrees to pay all correct monthly statements within thirty days of receipt; and the Contractor agrees to honor any cash or prompt payment discounts offered if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. Termination: This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

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

9. Modification and Waiver: No modification or waiver of any provision of this Agreement nor consent to any departure therefrom shall in any event be effective, unless the same shall be in writing and signed by the parties, and then such modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

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

**THE CURATORS OF
THE UNIVERSITY OF MISSOURI
On behalf of
UNIVERSITY OF MISSOURI PRINTING SERVICES**

BOONE COUNTY, MISSOURI

DocuSigned by:
by Casey E. Fordis
474BB422A97C43D
title Pr. Business Services Consultant

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

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Charly J. Duffane
56E0A0DD80AC445...
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 this contract do not create a measurable county obligation at this time.)

1150/23001 - \$12,000.00 – Term and Supply

DocuSigned by:
Gene E. Pritchard by My Notarization Partner
Signature

9/25/2019

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,

Commission Order #: _____

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.

Liz Palazzolo

From: Williams, Carol L. <WilliamsCa@missouri.edu>
Sent: Wednesday, September 4, 2019 2:28 PM
To: Liz Palazzolo
Subject: RE: SCANNED DOCUMENT

Yes. Carol

From: Liz Palazzolo <LPalazzolo@boonecountymmo.org>
Sent: Wednesday, September 4, 2019 1:55 PM
To: Williams, Carol L. <WilliamsCa@missouri.edu>
Subject: RE: SCANNED DOCUMENT

Carol – Is there just the one-time delivery charge of \$200.00 that will be charged for line item #1?

From: Williams, Carol L. <WilliamsCa@missouri.edu>
Sent: Wednesday, September 4, 2019 12:19 PM
To: Liz Palazzolo <LPalazzolo@boonecountymmo.org>
Subject: FW: SCANNED DOCUMENT

Liz: here are the prices for the envelopes.

Let me know if you need anything else.

We are getting samples from the vendors, I will send over when we get them.

Carol Williams
Print & Mail Services
573-882-7806

From: PRINTING SERVICES COPIER <printingservicescopier@missouri.edu>
Sent: Wednesday, September 4, 2019 1:18 PM
To: Williams, Carol L. <WilliamsCa@missouri.edu>
Subject: SCANNED DOCUMENT

58-31AUG19C - Pricing Page
Pre-Printed Envelopes
For the Boone County Collector's Office

Firm Fixed Pricing for the 2019-2020 Contract Period

Item #	Total Order Quantity	DESCRIPTION	SINGLE/DOUBLE SIDED	WHITE/COLORED PAPER	ADDITIONAL INSTRUCTIONS	TOTAL FIRM, FIXED PRICE FOR INDICATED TOTAL ORDER QUANTITY	TOTAL FIRM, FIXED PRICE PER 1,000 (M) FOR EACH 1,000 OVER INDICATED QUANTITY
1	150,000	#10 window envelopes-24 lb. (information area on front)	single	white	Return address, County seal, information area on front	\$ 3577.67	\$ 22.10
2	100,000	#10 window envelopes-24 lb. (information area on front)	single	blue	Return address, County seal, one-line message on front	\$ 3509.28	\$ 34.61
3	100,000	#9 insert envelopes-24 lb. (mailing instructions on back)	double	yellow	Return address area, mailing address, stamp area with USPS info, bar code, mailing instructions on back	\$ 2917.39	\$ 28.54
4	45,000	#9 insert envelopes-24 lb. (mailing instructions on back)	double	white	Return address area, mailing address, stamp area with USPS info, bar code, mailing instructions on back	\$ 1156.61	\$ 27.29

Item #1 Includes
the \$200.00 for delivery.

58-31AUG19C - Pricing Page
Pre-Printed Envelopes
For the Boone County Collector's Office

Firm Fixed Pricing for the 2019-2020 Contract Period

Item #	Total Order Quantity	DESCRIPTION	SINGLE/DOUBLE SIDED	WHITE/COLORED PAPER	ADDITIONAL INSTRUCTIONS	TOTAL FIRM, FIXED PRICE FOR INDICATED TOTAL ORDER QUANTITY	TOTAL FIRM, FIXED PRICE PER 1,000 (M) FOR EACH 1,000 OVER INDICATED QUANTITY
5	7,500	#10 window envelopes-24 lb. (information area on front)	single	white	Return address, County seal, information area on front	\$ 256.94	\$ 27.85
6	7,500	#10 window envelopes-24 lb.	single	white	Return address, County seal	\$ 256.94	\$ 27.85
7	1,000	6 1/2" x 9 1/2" envelope-24 lb.	single	white	Return address, County seal , flap on top side	\$ 155.50	\$ 106.52
8	500	9" x 12" window envelope	single	brown Kraft	Return address, County seal, flap on right 12" side; window size: 4"x2 1/4" in upper left position. 1/2" from left edge and 2 1/4" from top	\$ 301.38	\$ 495.80

437-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

8th

day of October

2019

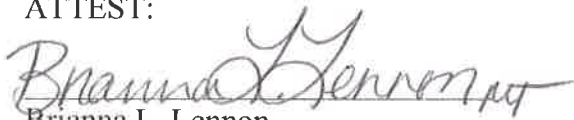
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract CC192581001 – Electrical Supplies from Graybar Electric Company, Inc. of Jefferson City, Missouri.

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

Done this 8th day of October 2019.

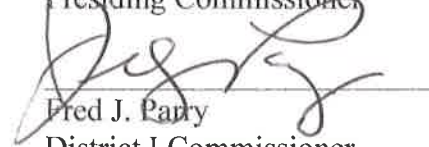
ATTEST:




Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash St, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: September 9, 2019
RE: Cooperative Contract – CC192581001 – Electrical Supplies

Purchasing requests permission to utilize the State of Missouri cooperative contract for Electrical Supplies from Graybar Electric Company, Inc. of Jefferson City, Missouri.

The County will receive a 66.2% discount from Graybar's list catalog price. The contract period is through August 21, 2020 and has two, one-year renewal periods.

This is a County-Wide term and supply contract with the primary users as Facilities Maintenance, Sheriff, Road & Bridge and Joint Communications.

cc: Contract File

**PURCHASE AGREEMENT FOR
ELECTRICAL SUPPLIES**

THIS AGREEMENT dated the 8th day of October 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Graybar Electric Company, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for **Electrical Supplies** in compliance with all bid specifications and any addendums issued for the State of Missouri Invitation for Bid / Contract Number **CC192581001**. 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 and/or State of Missouri bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the State of Missouri Invitation for Bid / Contract Number **CC192581001** shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on **August 22, 2019 and extend through August 21, 2020** subject to the provisions for termination specified below. The contract may be renewed for two additional one-year periods.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Electrical Products on an as needed basis, FOB destination-Freight Prepaid and Allowed.

Firm, fixed discount for electrical supplies to be applied to the contractor's online catalog prices: 66.2%

4. **Delivery** - Contractor agrees to deliver the items as specified in the bid specifications. Delivery shall occur within one business day on in-stock items. 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.

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

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect. This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.

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

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

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

GRAYBAR ELECTRIC COMPANY, INC.

BOONE COUNTY, MISSOURI

DocuSigned by:
By Barry Gipe
17C2B8D22EB7428...

By: Boone County Commission

Title Branch Manager

DocuSigned by:
Donna K. Staud
B44B934CED6E4EB
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Charles J. Dittman
by: [Signature]
91FA0D99A646
County Counselor

DocuSigned by:
Brianna L Lennon by MT
7832A1986EF846
County Clerk

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

DocuSigned by:
Jane E. Pfeiffer by [Signature]
No Encumbrance Required
F8008ADB184244D...

9/24/2019

County-Wide Term & Supply

Signature

Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: 08/06/2019

CONTRACT TITLE: **Electrical Supplies**

CURRENT CONTRACT PERIOD:	August 22, 2019 through August 21, 2020	
RENEWAL INFORMATION:	Original Contract Period:	August 22, 2019 through August 21, 2020
	Renewal Options Available:	2
	Potential Final Expiration:	August 21, 2022
BUYER INFORMATION:	Jennie Rees 573-751-6442 jennie.rees@oa.mo.gov	

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 **PREFERRED** FOR ALL STATE AGENCIES.

This contract has been established for the convenience of state agencies.

Local Purchase Authority may be used to purchase supplies included in this contract
from an alternative source at the discretion of the agency.

The entire contract document 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>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCUREMENT
CC192581001	1307943800 6 MB00101537	Graybar Electric Company, Inc. 235 Jaycee Drive Jefferson City, Missouri 65109 Single Point of Contact: Jeff Graber Phone: (573) 681-6406 Toll Free: 1-800-666-5135 Fax: (573) 636-5139 E-Mail: jeff.graber@graybar.com	N	Y

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
08/22/2019 – 08/21/2020	08/06/19	Initial issuance of new statewide contract

Purpose and Use of Contracts:

CC192581001 is a preferred use contract established for state agencies to use for the purchase of a wide range of electrical supplies. This contract replaces CC160740001.

The contract is for the purchase of electrical supplies including, but not limited to conduit, wire and cable, wire connectors, boxes and enclosures, wireways, circuit breakers and fuses, conduit hangers and fittings, distribution, and switches for various state agencies and cooperative procurements entities located throughout the State of Missouri. This shall not include LED's, Next-Generation LED's, lamps, bulbs, ballasts, fixtures, modules, starters, reflectors, and retrofit items/kits for lighting.

State agencies are advised that similar products are available from CC182584001 – CC182584006, and from contract CC182106002 – CC182106003. State agencies are advised to check all contracts available to them for the purchase of these items, and to choose the best product, best price, best delivery the various contracts make available to them. All contracts are “preferred use” contracts which means that the contracts have been bid with the goal of providing good market pricing and product variety to state agencies. Agencies are encouraged to use preferred-use contracts but in rare instances where the state agency can obtain like or similar products that meet the state agency's needs at a better price, then the agency has authority to purchase the items from other sources so long as the provisions of the Local Purchasing Authority Delegation are followed. The Delegation can be viewed and downloaded from the internet at this site: <http://oa.mo.gov/purch/agencyinfo/deptpad.pdf>.

Product Variety Available:

Graybar will provide a complete line of electrical supplies from several of the leading manufacturer's. The manufacturers that Graybar utilizes are provided in their catalog and on their website at www.graybar.com. Graybar will be providing the State of Missouri with its standard product lines similar to what they provide to all companies they serve.

Warranty:

Graybar will provide the standard manufacturers' warranty on all products provided through the State contract. If a product issue comes up before the standard warranty expires, the state agencies should contact the contractor for warranty support.

Catalogs and Ordering:

	Contact Information (Address/Phone/Fax/E-mail)
Mail	Graybar Electric Company, Inc. 235 Jaycee Drive Jefferson City, MO 65109
Phone	Toll Free: 800-666-5135 Main: 519-681-6400 Direct: 573-681-6406
Fax	573-636-5139
On-Line (Internet)	www.graybar.com Punch-out on MissouriBUYS

Graybar offers phone, fax, e-mail and in-store order processing. Payment can be made by check, EFT or purchasing card.

Agencies that ARE NOT setup for ordering on MissouriBUYS:

Graybar still has their complete inventory on an online catalog. Graybar's website is www.graybar.com.

Agencies that ARE setup for ordering on MissouriBUYS:

Graybar has their complete inventory in an online catalog located through the punch-out portal for the contract on MissouriBUYS.

MissouriBUYS Catalog Price: The calculation of the state's price should match the pricing for the item contained in the contractor's MissouriBUYS catalog since the pricing the state agency sees for items in the MissouriBUYS catalog is the already discounted price.

Agencies should notify the Division of Purchasing in the event appropriate discounts are not being applied. The state agency should notify the Division of Purchasing in the event that invoiced or website pricing is not equal to or lower than pricing the state agency calculates on the basis of published hard copy catalog pricing.

Locations:

Graybar locations include:

Service Center, 8170 Lackland Road, Bel Ridge, MO

Corporate Office, 34 N. Meramec, Clayton, MO

IT/Training Center, 11885 Lackland Rd., St. Louis, MO

Branch Office/Warehouse, 1915 W. Woodland, Springfield, MO

Branch Office/Warehouse, 235 Jaycee Drive, Jefferson City, MO

Branch Office/Warehouse, 1221 E. 13th Street, Kansas City, MO

Branch Office/Warehouse, 1904 N. LeCompte, Springfield, MO

Branch Office, Columbia, MO.

Delivery Terms:

In-stock items: 1 business day

Restocking Fee:

Graybar does not charge a restocking fee when the item is ordered in error by the state agency. Normal stock items with normal stock quantities ordered in error by the state agency may be returned with no restocking fee. Stock items with non-normal quantities or non-stock items may be returned based on manufacturers return authorization terms and conditions. The state agency returning material ordered in error will be responsible for all outgoing and return freight charges.

Note: In all cases the state agencies can contact the single point of contact listed on the first page of this notice with any contract related issues.

Contract Number: CC192581001

Contractor: GRAYBAR

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>PERCENTAGE DISCOUNT</u>
1	C/S Code: 39121701 <i>Electrical Hangers</i> Firm, fixed discount for electrical supplies to be applied to the contractor's online catalog prices.	PCNT	66.2 %

**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.: CC192581001

Contractor: Graybar Electric Company, Inc.

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations:

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

Prepared by: _____ Title: _____ Agency: _____

Date: _____ Phone: _____ Email: _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9816, 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

EXHIBIT A
PRICING PAGES

The vendor shall indicate below a single, firm, fixed percentage discount to be applied to all electrical supplies available in the vendor's catalog/list price in accordance with the provisions and requirements herein. The discount offered shall remain firm for the duration of the contract period, including subsequent renewal periods. See also section 2.3 herein. The vendor must not submit a range of percentage discounts.

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PERCENTAGE DISCOUNT</u>
1	C/S Code: 39120000 <i>Electrical Equipment and Supplies</i> The vendor must quote a single firm, fixed percentage discount for electrical supplies to be applied to the vendor's catalog/list price.	1	PCT	_66.2_ %

RESTOCKING FEE

Does the vendor impose a restocking fee? (Check the appropriate box): YES NO

If the answer is "Yes," then the vendor must indicate the restocking fee below:

_____ % total order amount is the restocking fee

OR a \$ _____ flat amount/per returned order.

a. Explain when the restocking fee would be assessed and how it will be applied:

****Normal Stock items with Normal Stock quantities ordered in error by the state agency may be returned with no restocking fee. Stock items with non-normal quantities or non-stock items may be returned based on manufacturers return authorization terms and conditions.**

****The state agency returning material ordered that they ordered in error will be responsible for all outgoing and return freight charges.**

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

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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: _____%

EXHIBIT A (Continued)
MARKET BASKET PRICING

The vendor must complete the following market basket information by quoting the before-discount catalog or MSRP price for each of the Market Basket items specified, the brand/part number, the case quantity or number of units per case for the item proposed, the proposed discount (as stated for item 1 on the Pricing Page), and the resulting after-discount price to the State of Missouri for all market basket items listed below. The after-discount price shall not exceed two (2) digits to the right of the decimal point (e.g. \$0.67 is acceptable while \$0.6654 is not acceptable).

For purposes of evaluating Market Basket Pricing, the state will total the after discount prices for all Market Basket items shown in the table. Renewal pricing shall be factored into the evaluation. Total costs shall consist of the total price for the initial contract period and each succeeding renewal period.

The vendor must provide one or more of the following with their proposal in order to verify the before discount catalog list prices proposed above:

- Website (URL) address for current online catalog: _____
- Some other documentation to support pricing shown as "Contractor's Before Discount Catalog List Price"

Note: The market basket items are for cost evaluation purposes only. The list of items shall not be construed to limit the state's choices under contract.

Column Heading	Description of Column
Item Description	Describes each item identified in the market basket.
Before Discount Catalog/List Price	The vendor shall state the current before discount catalog/ list price in effect as of May 1, 2019.
Brand and Part Number	The vendor shall state the name of the brand and part number proposed.
Case Quantity	The vendor shall state the case quantity/number of units per case.
Proposed Discount	The vendor shall state the proposed discount as quoted for line item 1 on the Pricing Page.
State of Missouri After-Discount Price	The vendor shall state the State of Missouri after-discount price (actual price for the item).

EXHIBIT A (Continued)
MARKET BASKET PRICING

MARKET BASKET ITEMS

Item Description	Catalog/List Price (i.e., Before Discount)	Brand & Part Number	Case Quantity	Proposed Discount	State of Missouri After-Discount Price
Duplex Receptacle Box	\$4.40/1	T&B 88254885	25	66.2%	\$1.49/1
4" Square x 1-1/2" Deep Electrical Box	\$1.79/1	T&B 22064468	50	66.2%	\$.60/1
PVC 3" Conduit	\$345.95/100	Generic 88215686	100	66.2%	\$116.93/100
Black Electrical Tape 7 mil.	\$2.93/1	Dottie 90010023	10	66.2%	\$.99/1
Aluminum Heavy Wall Conduit 1/2" x 10'	\$263.79/100	Generic 88272921	100	66.2%	\$88.11/100
Galvanized Steel Conduit and Pipe Hanger 2"	\$2.48/1	T&B 88253764	100	66.2%	\$.84/1
30A 250V Fuse	\$5.74/1	Bussman 88052849	10	66.2%	\$1.94/1
Toggle Switch Box Cover	\$.59/1	Leviton 88158470	25	66.2%	\$.20/1
Galvanized Steel Conduit and Pipe Hanger 1-1/4"	\$1.27/1	T&B 88253760	100	66.2%	\$.43/1
Galvanized Steel Conduit and Pipe Hanger 1"	\$1.07/1	T&B 88253758	100	66.2%	\$.36/1
Galvanized Steel Conduit and Pipe Hanger 1/2"	\$.79/1	T&B 88253774	100	66.2%	\$.27/1
Orange/Blue Wire Connector	\$289.82/1000	3M 97231806	500	66.2%	\$97.96/1000
EMT 1/2" x 10' Conduit	\$104.88/100	Generic 88272937	100	66.2%	\$35.45/100
THHN Stranded Cooper Wire, White, AWG-12	\$302.63/1000	Generic 88284568	500	66.2%	\$102.29/1000
THHN Stranded Cooper Wire, Black, AWG-4/0	\$8141.57/1000	Generic 22061522	100	66.2%	\$2,751.85/1000
Galvanized Rigid Conduit 1/2" x 10'	\$498.25/100	Generic 88272874	100	66.2%	\$168.41/100
THHN Stranded Cooper Wire, Black, AWG-1	\$3426.75/1000	Generic 22061497	100	66.2%	\$1,158.24/1000

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Solid IG Insulated Ground Cable, AWG-12/2, Aluminum Jacket, Green Grounding	\$1183.43/1000	Generic 88321210	250	66.2%	\$400.00/1000
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EXHIBIT B
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the vendor is committing to participation 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.

Product/Service
<input type="checkbox"/> Electrical Equipment and Supplies.

Organization for the Blind/Sheltered Workshop Commitment Table

- 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.
- 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, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein.

Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.		Product/Service(s) proposed: ----- RFP Paragraph References:
2.		Product/Service(s) proposed: ----- RFP Paragraph References:
Total Blind/Sheltered Workshop Percentage:	%	

EXHIBIT B (Continued)
PARTICIPATION COMMITMENT

SDVE Participation Commitment Table

(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.)

Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <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: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total SDVE Percentage:	%	

EXHIBIT C
DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of 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 this Exhibit or letter of intent recently signed by the proposed Organization for the Blind, Sheltered Workshop, and/or SDVE documenting the following information with the vendor's proposal.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Indicate appropriate business classification(s):

____ Organization for the Blind ____ Sheltered Workshop ____ SDVE

Name of Organization: _____

(Name of 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 Expiration Date: _____ (or attach copy of certification)

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
(Organization for the Blind, Sheltered Workshop, or SDVE)

Date

EXHIBIT C (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 three (3) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following SDV documents:

- ✓ a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability.

(NOTE: The SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected 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 three (3) 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://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past three [3] 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.)

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____ Buyer	_____ Date

EXHIBIT D
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion

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.

Graybar Electric Company, Inc.

089381610

Company Name

DUNS # (if known)

Barry Gipe

Branch Manager

Authorized Representative's Printed Name

Authorized Representative's Title


 Authorized Representative's Signature

June 05, 2019

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT E
MISCELLANEOUS INFORMATION

Outside United States: If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor **MUST** disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo_04_009.pdf)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>1. <input type="checkbox"/> Unique good or service. <ul style="list-style-type: none"> EXPLAIN: _____ </p> <p>2. <input type="checkbox"/> Foreign firm hired to market Missouri services/products to a foreign country. <ul style="list-style-type: none"> Identify foreign country: _____ </p> <p>3. <input type="checkbox"/> Economic cost factor exists <ul style="list-style-type: none"> EXPLAIN: _____ </p> <p>4. <input checked="" type="checkbox"/> Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. <ul style="list-style-type: none"> Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: <input type="text"/> <1 % Specify what contract work would be performed outside the United States: <input type="text"/> Assembly of goods sold. _____ </p>		

Employee/Conflict of Interest:

<p>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:</p>	
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:	_____ %

EXHIBIT E (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) F00004901</i>	<i>Company Name: Graybar Electric Company, Inc</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

Proposed Subcontractors - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

EXHIBIT F
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359, RSMo, the vendor is instructed to provide information regarding the point of manufacture for each of the products being proposed so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The vendor may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty, law, agreement, or regulation that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE VENDOR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

(Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products proposed are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products proposed fall into the prior two categories so an item-by-item certification is necessary.

The vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED IN THE U.S.:

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS PROPOSED FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is proposed, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete **Table 5**.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete **Table 6**.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

- List item numbers of products proposed that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
- List U.S. city and state where products proposed are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)

- List item numbers of products proposed that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product proposed is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

--	--	--

(Exhibit continues on next page)

EXHIBIT F (Continued): DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)

- List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
- Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
- NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation
NON-30	Mexico	NAFTA	www.cooperindustries.com

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

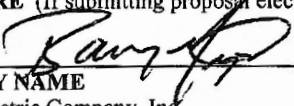
- List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify sole US manufacturer name.
- Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

The vendor is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting proposal electronically, scanned or typed signature is acceptable)

Barry Gipe 

COMPANY NAME
Graybar Electric Company, Inc.

438-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

8th

day of

October

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 Omnia Partners Cooperative Contract R160901 for Audio Visual Equipment, Accessories, & Services by the Boone County Sheriff's Department.

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 8th day of October 2019.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner

Boone County Purchasing

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



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: September 24, 2019
RE: Cooperative Contract R160901 for Audio Visual Equipment, Accessories & Services

Purchasing requests permission to use contract R160901 for Audio Visual Equipment, Accessories & Services established by Omnia Partners as a cooperative contract for use by the Boone County Sheriff's Department.

The contract runs through September 30, 2020 with one (1) renewal option available.

Payments will be made from the following Department/Account codes:

- 2901 - Sheriff Operations LE Sales Tax/23850 – Minor Equipment & Tools (less than \$1,000);
- 2901 - Sheriff Operations LE Sales Tax/92300 – Replacement Machinery & Equipment.

/lp

c: Leasa Quick
Contract File

**PURCHASE AGREEMENT
FOR
CONTRACT #R160901
for
AUDIO VISUAL EQUIPMENT, ACCESSORIES, & SERVICES**

THIS AGREEMENT dated the 8th day of October 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **B&H foto Electronics Corporation dba B&H Photo Video**, 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 **Audio Visual Equipment, Accessories, and Services**, in compliance with all bid specifications and any addenda issued for the Omnia Partners Inc., Public Sector contract R160901, and the Standard Terms and Conditions of Boone County, Missouri. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Omnia Partners Inc., Public Sector contract R160901, and the Standard Terms and Conditions of Boone County, Missouri shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **Audio Visual Equipment, Accessories, and Services**, as specified and priced in the Omnia Partners, Public Sector contract R160901.

3. **Contract Term** - This agreement shall commence on **the date written above and extend through September 30, 2020** subject to the provisions for termination specified below. The contract has one (1) additional one-year renewal option available.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Billings may only include the prices listed in the vendor's bid response. No additional fees for paper-work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

a particular bid should be directed to the Purchasing Department prior to bid opening.

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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<https://www.e-verify.gov/>

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*.



April 30, 2019

Mr. Barry Eisenberg
Manager - Contracts
B&H foto & Electronics Corp.
420 Ninth Ave.
New York, NY 10001
barrye@bhphoto.com

Re: Renewal Award of Contract #R160901

Dear Mr. Eisenberg:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on April 23, 2019, Region 4 ESC is pleased to announce that B&H foto & Electronics Corp. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on July 7, 2016, and subsequent performance thereafter:

Contract

Audio Visual Equipment, Accessories and Services

The contract will expire on September 30, 2020, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between B&H foto & Electronics Corp., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

0131D33BB0130490...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



Contract Amendment Number One

to

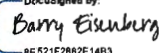
R160901 B&H Foto & Electronics Corp. – Audio Visual Equipment, Accessories and Services

Effective upon the later of (i) September 1, 2018 or (ii) the execution by Supplier and National IPA (as defined below) of an administration agreement by and between Supplier and National IPA, this Contract is amended as follows:

1. Region 4 Education Service Center is partnering with National Intergovernmental Purchasing Alliance Company, an affiliate of OMNIA Partners, Inc. ("National IPA") to make the Contract (also known as the "Master Agreement" in materials distributed by National IPA) available to public agencies that register with National IPA ("Participating Agencies").
2. Any references to "The Cooperative Purchasing Network," "TCPN," "TCPN Management Group," and "TCPN Management Group, LLC" are struck.
3. All administrative fees, sales reporting and administrative fee payment language is struck from the Contract.
4. All other provisions of the Contract shall remain in their entirety.

B&H FOTO & ELECTRONICS CORP.:

Supplier hereby acknowledges receipt of and understanding of this Amendment.

DocuSigned by:

 BE521F2882E14B3...

 Signature
 Barry Eisenberg

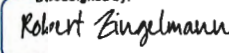
 Name
 Manager- Contracts

 Title
 9/12/2018

 Date

REGION 4 EDUCATION SERVICE CENTER:

The above referenced Contract Amendment is hereby Executed.

DocuSigned by:

 BE14B33B00420490...

 Signature
 Robert Zingelmann

 Name
 Chief Financial Officer

 Title
 10/22/2018

 Date

APPENDIX A
VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of August 23, 2016, by and between B&H foto Electronics Corp. and Region 4 Education Service Center ("Region 4 ESC") for the purchase of **Audio Visual Equipment, Accessories and Services.***

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract 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 below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract # R_____."
 - Vendor delivers goods/services directly to the participating agency.
 - Awarded vendor invoices the participating agency directly.
 - Awarded vendor receives payment directly from the participating agency.
 - Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2 **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3 **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1 **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2 **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise

approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).

- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
 - vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 **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 full 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.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiler shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:
- Vendor Name
 - TCPN Contract Number
 - Reporting Period/Year
 - Entity Name
 - Entity Address (Including Street, City, State & Zip)
 - Entity Purchase Order Number (Individual Purchase Order Numbers)
 - Purchase Order Date
 - Gross Sale Amount
 - Administrative Fee (Based on Gross Sale Amount)
 - If there are no sales to report, Vendor is still required to communicate that information via email

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
- Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.
- It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay 2% administrative fees monthly to TCPN. Administrative fees must be paid net 30 days after TCPN acceptance of the vendor's monthly report.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting 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 the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until 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.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. 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 Member's discretion. 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.
- 12.4 **Safety measures:** 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. Vendor shall post warning signs against all hazards created by its 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.

- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she 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 contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror 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 contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of

publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.

- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days from date of contract award

Company name B&H foto & Electronics Corp.

Address Ely Lenik

City/State/Zip B & H foto & Electronics Corp / Bld Officer

Telephone No. 420 Ninth Ave., New York NY 10001

Fax No. Tel: 212-239-7503 / 800-947-8003 Ext. 4696

Email address Fax: 212-239-7509 / 800-743-0895

Printed name Email: ElyL@bhphoto.com

Position with company _____

Authorized signature *Ely Lenik*

Accepted by The Cooperative Purchasing Network:

Term of contract October 1, 2016 to September 30, 2019

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

[Signature]
Region 4 ESC Authorized Board Member

8/23/2016
Date

Amy Reyes
Print Name

Scotty Bass
Region 4 ESC Authorized Board Member

8/13/2016
Date

SCOTTY BASS
Print Name

TCPN Contract Number R16D901

Appendix B:
PRODUCT / SERVICES SPECIFICATIONS

Region 4 Education Service Center (ESC 4) is seeking highly qualified vendor for **Audio Visual Equipment, Accessories and Services** on a national basis. Offerors must be able to accommodate a nationwide demand for products/services and to fulfill obligations as a nationwide Supplier. Vendor(s) shall, at the request of Region 4 ESC and/or TCPN members, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS.

The Intent of this solicitation is to establish a contract for a comprehensive product offering with the ability to provide eligible public agencies with multiple solutions to meet their needs. Therefore, Offerors are encouraged to offer their complete catalog and services including but not limited to the following categories:

- **Audio Solutions**
 - *Acoustic Materials, Audio Players/Recorders, Listening Centers, PA System, Portable Sound Systems, etc.*
- **Photography**
 - *Digital Cameras, Camcorders, Aerial Imaging & Drones, Lenses, Tripods, etc.*
- **Presentation & Displays**
 - *Document Cameras, Monitors, Projectors, Screens, Video Walls, etc.*
- **Production & Lighting Equipment**
 - *Audio, Recording, Video, Lighting Control, Portable Lighting Control Systems, etc.*
- **Signal Management**
 - *Radio Frequency, Meters & Monitoring, etc.*
- **Services**
 - *Installation, Remote Management, Onsite Management, Technical Support, etc.*
- **TV's Entertainment**
 - *Blu Ray & DVD Players, Gaming, Televisions, Media Players, Theater Projectors, etc.*
- **Accessories**
 - *Microphones, Headphones, AV Lifts, Cables, Carts, Lecterns, Mounts, etc.*

Related Services

Offerors shall submit auditable pricing for any and all services offered as indicated in Appendix C of this RFP

Ordering Capabilities

Offerors that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies.

Product/Price Updates

New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by Region 4 ESC. At no time is the Supplier allowed to unilaterally change products or pricing. Vendors shall be responsible for notifying Region 4 ESC of all obsolete and discontinued products in writing and in a timely manner.

It is the Vendor's responsibility to provide Region 4 ESC with an up-to-date price list for the duration

Appendix C:
PRICING

- Offerors shall provide a price in the format of a percentage discount off a verifiable price index. Offerors may submit discounts for various manufacturers. Discounts will remain firm and will include all charges that may be incurred in fulfilling requirement(s).
- Offerors are encouraged to offer additional discounts for one time delivery of large single orders to Region 4 ESC and member agencies. Region 4 ESC and or member agencies should seek, to negotiate additional price concessions based on quantity purchases of any products offered under the Contract. Members shall document their files accordingly.
- Awarded Vendor(s) may conduct sales promotions involving price reductions for a specified lesser period. Vendor(s) shall submit to Region 4 ESC documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to Region 4 ESC and all member agencies.
- Offerors must submit products, services, warranties, etc. in price list.
- Installation charges shall be clearly identified when applicable.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- For line item pricing, electronic price lists must contain manufacturer part #, vendor part # (if different from manufacturer part #); description ; manufacturers list price and net cost to Region 4 ESC (including freight)
- Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on **Flash Drive (i.e. Pin or Jump Drives)**.
- *Please submit price lists and/or catalogs in excel or delimited format only.*

Not to Exceed Pricing

- All pricing submitted shall be "minimum discount ceiling" or "not-to-exceed" pricing. Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Cost plus a percentage off as a primary pricing mechanism is not acceptable.
- Vendor must allow for lower pricing to be available for similar product and service purchases.



Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

B & H FOTO & ELECTRONICS CORP
Vendor

ELY LENIK
Point of Contact

CONTRACTS + EPROCUREMENT
Title

800-947-8003 x 4698
Phone Number

ELYL@BHPHOTO.COM
Email Address

Signature:  Date: 

Appendix E: QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies. *(if applicable)*

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Alabama | <input checked="" type="checkbox"/> Montana |
| <input checked="" type="checkbox"/> Alaska | <input checked="" type="checkbox"/> Nebraska |
| <input checked="" type="checkbox"/> Arizona | <input checked="" type="checkbox"/> Nevada |
| <input checked="" type="checkbox"/> Arkansas | <input checked="" type="checkbox"/> New Hampshire |
| <input checked="" type="checkbox"/> California | <input checked="" type="checkbox"/> New Jersey |
| <input checked="" type="checkbox"/> Colorado | <input checked="" type="checkbox"/> New Mexico |
| <input checked="" type="checkbox"/> Connecticut | <input checked="" type="checkbox"/> New York |
| <input checked="" type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input checked="" type="checkbox"/> District of Columbia | <input checked="" type="checkbox"/> North Dakota |
| <input checked="" type="checkbox"/> Florida | <input checked="" type="checkbox"/> Ohio |
| <input checked="" type="checkbox"/> Georgia | <input checked="" type="checkbox"/> Oklahoma |
| <input checked="" type="checkbox"/> Hawaii | <input checked="" type="checkbox"/> Oregon |
| <input checked="" type="checkbox"/> Idaho | <input checked="" type="checkbox"/> Pennsylvania |
| <input checked="" type="checkbox"/> Illinois | <input checked="" type="checkbox"/> Rhode Island |
| <input checked="" type="checkbox"/> Indiana | <input checked="" type="checkbox"/> South Carolina |
| <input checked="" type="checkbox"/> Iowa | <input checked="" type="checkbox"/> South Dakota |
| <input checked="" type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Tennessee |
| <input checked="" type="checkbox"/> Kentucky | <input checked="" type="checkbox"/> Texas |
| <input checked="" type="checkbox"/> Louisiana | <input checked="" type="checkbox"/> Utah |
| <input checked="" type="checkbox"/> Maine | <input checked="" type="checkbox"/> Vermont |
| <input checked="" type="checkbox"/> Maryland | <input checked="" type="checkbox"/> Virginia |
| <input checked="" type="checkbox"/> Massachusetts | <input checked="" type="checkbox"/> Washington |
| <input checked="" type="checkbox"/> Michigan | <input checked="" type="checkbox"/> West Virginia |
| <input checked="" type="checkbox"/> Minnesota | <input checked="" type="checkbox"/> Wisconsin |
| <input checked="" type="checkbox"/> Mississippi | <input checked="" type="checkbox"/> Wyoming |
| <input checked="" type="checkbox"/> Missouri | |

Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|--|---|
| <input checked="" type="checkbox"/> American Samoa | <input checked="" type="checkbox"/> Northern Marina Islands |
| <input checked="" type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input checked="" type="checkbox"/> Guam | <input checked="" type="checkbox"/> U.S. Virgin Islands |
| <input checked="" type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No

- If the answer is yes, do you plan to offer your program or partnership through TCPN Yes No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
 Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. **Minority Women Business Enterprise**
 Offeror certifies that this firm is an MWBE Yes No

List certifying agency: _____

- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
 Offeror certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

- c. **Disabled Veterans Business Enterprise (DVBE)**
 Offeror certifies that this firm is a DVBE Yes No

List certifying agency: _____

- d. **Historically Underutilized Businesses (HUB)**
 Offeror certifies that this firm is a HUB Yes No

List certifying agency: _____

- e. **Historically Underutilized Business Zone Enterprise (HUB Zone)**
 Offeror certifies that this firm is a HUB Zone Yes No

List certifying agency: _____

- f. **Other**
 Offeror certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____

4. **Residency**

Responding Company's principal place of business is in the city of N.Y. State of N.Y.

5. **Felony Conviction Notice**

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. **Processing Information**

Company contact for:

Contract Management

Contact Person: ELY LENIK
 Title: CONTRACTS - EPROCURE MGR
 Company: _____ B&H FOTO & ELECTRONICS CORP.
 Address: _____ 420 NINTH AVENUE, NEW YORK, NY 10001
 City: _____ State: _____ Zip: _____ TEL: 212-239-7500 / 800-947-8003
 Phone: 800-947-8003 x4698 Fax: _____ FAX 212-239-7509 / 800-743-0895
 Email: ELYL@BHPHOTO.COM FEIN#13-2788071/WEB. WWW:BHPHOTO.COM

Billing & Reporting/Accounts Payable

Contact Person: ISAAC ROSENBERG
 Title: SALES - BIDS REP.
 Company: _____ B&H FOTO & ELECTRONICS CORP.
 Address: _____ 420 NINTH AVENUE, NEW YORK, NY 10001
 City: _____ State: _____ Zip: _____ TEL: 212-239-7500 / 800-947-8003
 Phone: 800-947-8003 x4589 Fax: _____ FAX 212-239-7509 / 800-743-0895
 Email: ISAACK@BHPHOTO.COM FEIN#13-2788071/WEB. WWW:BHPHOTO.COM

Marketing

Contact Person: ELY LENIK
 Title: CONTRACTS - EPROCURE MGR
 Company: _____
 Address: _____ B&H FOTO & ELECTRONICS CORP.
 City: _____ State: _____ Zip: _____ 420 NINTH AVENUE, NEW YORK, NY 10001
 Phone: 800-947-8003 x4698 Fax: _____ TEL: 212-239-7500 / 800-947-8003
 Email: ELYL@BHPHOTO.COM FAX 212-239-7509 / 800-743-0895
 FEIN#13-2788071/WEB. WWW:BHPHOTO.COM

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- Manufacturer direct
- Authorized distributor
- Value-added reseller
- Certified education/government reseller
- Manufacturer marketing through reseller
- Other _____

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. Yes No
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? Yes No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
EET Cooperative Services			
MHEC			
Buy Board			
DEMM			

[Remainder of Page Intentionally Left Blank]

Appendix F:
COMPANY PROFILE

Please provide the following:

B & H FOTO & ELECTRONICS CORP

1. Company's official registered name.
2. Brief history of your company, including the year it was established. **ATTACHED**
3. Company's Dun & Bradstreet (D&B) number. **116012659**
4. Corporate office location. **ATTACHED**
5. List the total number of sales persons employed by your organization within the United States, broken down by market. **ATTACHED**
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address. **ONE LOCATION - ATTACHED**
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support

**{ ELY LENIK
EMAIL: ELYL@BHPHOTO.COM**
8. Define your standard terms of payment. **N/30**
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years; 2013, 2014, 2015. **PRIVATE Co. - CONFIDENTIAL**
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2013, 2014, 2015. **PRIVATE Co.**
12. What is your strategy to increase market share? **SEE ATTACHED PROPOSAL**
13. What differentiates your company from competitors? **ATTACHED**
14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website. **ATTACHED**
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.). **ATTACHED**
16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

B&H IS NOT CURRENTLY OR IN THE PAST BEEN INVOLVED IN ANY BANKRUPTCY OR RE-ORGANIZATION

CO= DV68473
 U= DV68473

**EQUAL EMPLOYMENT OPPORTUNITY
 2015 EMPLOYER INFORMATION REPORT
 CONSOLIDATED REPORT - TYPE 2**

SECTION B - COMPANY IDENTIFICATION

1. B & H FOTO & ELECTRONICS CORP.
 420 NINTH AVENUE
 NEW YORK, NY 10001

2.a. B & H FOTO & ELECTRONICS CORP.
 420 NINTH AVENUE
 NEW YORK, NY 10001

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:116012659 EIN :132768071

c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS	
	MALE	FEMALE	***** MALE *****						***** FEMALE *****						
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	1	0	36	0	0	3	0	0	8	0	0	0	0	0	48
FIRST/MID OFFICIALS & MGRS	1	0	165	3	1	0	0	0	9	0	0	0	0	0	179
PROFESSIONALS	15	2	509	3	0	12	0	0	29	0	0	0	0	570	
TECHNICIANS	1	0	26	0	0	0	0	0	0	0	0	0	0	27	
SALES WORKERS	61	25	326	22	1	13	0	0	35	2	1	2	0	488	
ADMINISTRATIVE SUPPORT	5	1	281	1	0	0	0	0	43	1	0	0	0	332	
CRAFT WORKERS	0	0	6	0	0	0	0	0	0	0	0	0	0	6	
OPERATIVES	7	0	11	0	0	0	0	0	0	0	0	0	0	18	
LABORERS & HELPERS	295	5	25	6	0	3	0	0	0	1	0	0	0	335	
SERVICE WORKERS	1	1	3	0	0	0	0	0	0	0	0	0	0	5	
TOTAL	387	34	1388	35	2	31	0	0	124	4	1	2	0	2008	
PREVIOUS REPORT TOTAL	358	31	1363	40	3	29	0	0	119	4	1	2	0	1950	

VHSE 37. #5

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 09/10/2015 THRU 09/10/2015

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: DAVID EISENBERG
 EEO-1 REPORT CONTACT PERSON: MENDY OPPENHEIM
 EMAIL: PAYROLL@BHPHOTO.COM

TITLE: GENERAL COUNSEL
 TITLE: DIRECTOR OF PAYROLL & BENEFITS
 TELEPHONE NO: 2122397500
 CERTIFIED DATE[EST]: 10/29/2015 04:26 PM

CO= DV68473
 U= DV68473

**EQUAL EMPLOYMENT OPPORTUNITY
 2015 EMPLOYER INFORMATION REPORT
 HEADQUARTERS REPORT - TYPE 3**

SECTION B - COMPANY IDENTIFICATION

1. B & H FOTO & ELECTRONICS CORP.
 420 NINTH AVENUE
 NEW YORK, NY 10001

2.a. B & H FOTO & ELECTRONICS CORP.
 420 NINTH AVENUE
 NEW YORK, NY 10001

NEW YORK COUNTY
 c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:116012659 EIN :132768071

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 443142 Electronics Stores

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS	
	MALE	FEMALE	***** MALE *****						***** FEMALE *****							
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR OFFICIALS & MGRS	1	0	36	0	0	3	0	0	8	0	0	0	0	0	0	48
FIRST/MID OFFICIALS & MGRS	1	0	152	3	1	0	0	0	9	0	0	0	0	0	0	166
PROFESSIONALS	14	2	483	3	0	12	0	0	29	0	0	0	0	0	0	543
TECHNICIANS	1	0	26	0	0	0	0	0	0	0	0	0	0	0	0	27
SALES WORKERS	61	25	326	22	1	13	0	0	35	2	1	2	0	0	0	488
ADMINISTRATIVE SUPPORT	4	1	277	1	0	0	0	0	43	1	0	0	0	0	0	327
CRAFT WORKERS	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	6
OPERATIVES	7	0	11	0	0	0	0	0	0	0	0	0	0	0	0	18
LABORERS & HELPERS	86	5	13	4	0	1	0	0	0	1	0	0	0	0	0	110
SERVICE WORKERS	1	1	3	0	0	0	0	0	0	0	0	0	0	0	0	5
TOTAL	176	34	1333	33	2	29	0	0	124	4	1	2	0	0	0	1738
PREVIOUS REPORT TOTAL	141	31	1269	34	3	27	0	0	119	4	1	2	0	0	0	1631

SECTION F - REMARKS

CO= DV68473
 IT= DV74804

**EQUAL EMPLOYMENT OPPORTUNITY
 2015 EMPLOYER INFORMATION REPORT
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4**

SECTION B - COMPANY IDENTIFICATION

1. **B & H FOTO & ELECTRONICS CORP.**
 420 NINTH AVENUE
 NEW YORK, NY 10001

2.a. **BROOKLYN NAVY YARD WAREHOUSE**
 63 FLUSHING AVENUE, BUILDING 664
 BROOKLYN, NY 11211

KINGS COUNTY

c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:116012659 EIN :132768071

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 443142 Electronics Stores

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS		
	MALE	FEMALE	***** MALE *****						***** FEMALE *****							
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	13	0	0	0	0	0	0	0	0	0	0	0	0	13
PROFESSIONALS	1	0	26	0	0	0	0	0	0	0	0	0	0	0	0	27
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	1	0	4	0	0	0	0	0	0	0	0	0	0	0	0	5
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	209	0	12	2	0	2	0	0	0	0	0	0	0	0	0	225
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	211	0	55	2	0	2	0	0	0	0	0	0	0	0	0	270
PREVIOUS REPORT TOTAL	217	0	94	6	0	2	0	0	0	0	0	0	0	0	0	319

SECTION F - REMARKS

Marketing / Sales

- 17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to: **SEE ATTACHED PROPOSAL**
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

ATTACHED PROPOSAL

19. Explain how your company plans to market this agreement to existing government customers.

u **||**

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

ATTACHED PROPOSAL

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

ATTACHED PROPOSAL

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

YES.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ _____ in year one

\$ _____ in year two

\$ _____ in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

SEE ATTACHED PROPOSAL

25. Describe the capacity of your company to report monthly sales through this agreement.

SEE ATTACHED PROPOSAL

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

SEE ATTACHED PROPOSAL

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

SEE ATTACHED PROPOSAL

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

ATTACHED

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

ATTACHED

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name
Contact Name and Title
City and State
Phone Number
Years Serviced
Description of Services
Annual Volume

ATTACHED

Government & Educational Bid Dept.
420 Ninth Avenue
New York, NY 10001
E-mail: govdbids@bhphotovideo.com



Tel: 212-239-7503
800-947-8003
Fax: 212-239-7509
800-743-0895

T H E P R O F E S S I O N A L ' S S O U R C E

Environmental Friendly/Going Green Policy

Our Current Company Policy for Energy Reduction:

1. We provide bus transportation to various areas in the tri state area thereby reducing traffic pollution and environmental hazardous conditions.
2. We turn off a large portion of our electricity nightly.
3. We have printers for two sided copies reducing waste.
4. We turn off computers as possible.
5. Copy machines are automatically turned off after a short period.
6. Our maintenance uses non-toxic and green chemical solvents. They use non disposable utensils and supplies.
7. We are instituting re-usable supplies (lunch supplies) as possible.
8. Email used for a majority of internal and external publications and communication.
9. Using Energy Star Compliant products whenever possible.
10. Disposal and Recycling as applicable to be "Green"

Future Plans to GO Green will include the following:

1. Energy Star Products to be increased to comprise 40% more of our inventory
2. To use environmental packaging material that is recyclable.
3. Re-using manufacturer's packaging.
4. Instituting a complete recycling program on supplies and waste.

We are committed to GOING GREEN in support of environmental sustainability through company practice, product innovation and insuring our future generation.

Page 34. # 24

Consumer Affairs Electroc

Business Name:

B & H FOTO ELECTRONICS CORP.

DBA/Trade Name:

B & H_PHOTO

Business Address:

420 9TH AVE

NEW YORK, NY 10001-1614

License Number: 0906712-DCA

Issued: 11/18/2014 **Expires:** 12/31/2016



25245-2014-RELE

New York City Department of Consumer Affairs
42 Broadway, New York, NY 10004

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Government & Educational Bid Dept.
420 Ninth Avenue
New York, NY 10001
E-mail: govdbids@bhphotovideo.com



Tel: 212-239-7503
800-947-8003
Fax: 212-239-7509
800-743-0895

T H E P R O F E S S I O N A L ' S S O U R C E

EDUCATIONAL REFERENCES

New York University
Sonya Artis – Animation Area Manager
Tisch School of the Arts
721 Broadway 8th Floor
New York, NY 10003
212-998-1781
Sonya.artis@nyu.edu

Columbia University
Jonathan Kornberg- Director of Instructional Technology
701 West 168th Street
LL1-101
New York, NY 10032
212-305-0171
Jk3220@cumc.columbia.edu

Syracuse University
640 SKYTOP RD
SYRACUSE NY 13244
Kim M. Sauer, Purchasing Agent
315-443-4073 phone
315-443-4932 fax
kmsauer@syr.edu

ROCHESTER INST OF TECHNOLOGY
Tina R. Karol '80, CPSM, C.P.M.
Senior Commodity Manager
FMS-99-1289
124 Lomb Memorial Drive
Rochester, NY 14623
trkpur@rit.edu<mailto:trkpur@rit.edu>
Ph 585-475-6803
Fx 585-475-7171
Cell 585-576-0511

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Government & Educational Bid Dept.
420 Ninth Avenue
New York, NY 10001
E-mail: govdbids@bhphotovideo.com



Tel: 212-239-7503
800-947-8003
Fax: 212-239-7509
800-743-0895

T H E P R O F E S S I O N A L ' S S O U R C E

REFERENCES FOR EDUCATION

Cornell University
Scott Otey
Procurement Agent
Procurement Services
Cornell University
395 Pine Tree Road, Suite 330
Ithaca, NY 14850
Telephone: 607.254.8516
Fax: 607.255.9450
www.procurement.cornell.edu

Rensselaer Polytechnic Institute / Kim D. Ragosta
Strategic Sourcing Manager, Procurement Services
110 8th Street , Rice Bldg. 4th Fl.
Troy, NY 12180-3590 USA
Phone # 518-276-3265, Fax# 518-276-6003
E-mail ragosk@rpi.edu
Web: <http://www.rpi.edu/dept/purchasing>

Kim D. Ragosta
Strategic Sourcing Manager, Procurement Services
Rensselaer Polytechnic Institute
110 8th Street , Rice Bldg. 4th Fl.
Troy, NY 12180-3590 USA
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Fax: 212-239-7509
800-743-0895

T H E P R O F E S S I O N A L ' S S O U R C E

REFERENCES FOR STATE AND CITY GOVERNMENT

Alex Peterson
Media Communications Specialist
Studio 1 – Marshall Public Access TV | City of Marshall, MN
Mailing: 344 W. Main St., Marshall, MN 56258
Office: Marshall High School, 400 Tiger Drive, Marshall, MN
Office: (507) 532-2337

Peter Walter
Director of Technology
Southampton UFSD
70 Leland Lane
Southampton, NY 11968
631-591-4500

County of Rockland
1 SOUTH MAIN ST SUITE 100
NEW CITY, NY 10956
845-639-5076
vobroucd@co.rockland.ny.us

City of San Jose
Angela Accardo
IT Purchasing
200 E. Santa Clara Street
11th floor
San Jose, CA 95113
angela.accardo@sanjoseca.gov
(408) 793-6845

Appendix G:
VALUE ADD

Please include any additional products and/or services not included in the original scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Pricing must be submitted for such products/services. Pricing shall be auditable and follow the same guidelines specified in Appendix C

Region 4 ESC respectfully reserves the right to determine if value add proposed is considered within the scope of this RFP and deemed advantageous to their agency as well as member agencies,

Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation HB 1295 (Certificate) of Interested Parties)
- DOC #7 EDGAR Certifications

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #8 Ownership Disclosure Form
- DOC #9 Non-Collusion Affidavit
- DOC #10 Affirmative Action Affidavit
- DOC #11 Political Contribution Disclosure Form
- DOC #12 Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

Clean Air and Water Act

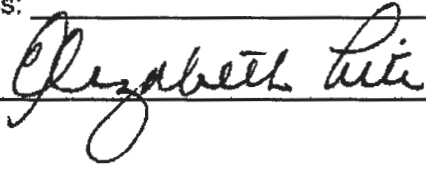
I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: _____
B&H FOTO & ELECTRONICS CORP.
DBA: B&H PHOTO VIDEO
420 NINTH AVENUE, NEW YORK, NY 10001
TEL: 212-239-7500 FAX 212-239-7509
Title of Authorized Representative: _____ ELIZABETH LITE-COMPLIANCE SPECIALIST
EMAIL: ESTHERL@BHPHOTO.COM
Mailing Address: _____
Signature: Elizabeth Lite

DOC #2

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: _____ B&H FOTO & ELECTRONICS CORP.
DBA: B&H PHOTO VIDEO
420 NINTH AVENUE, NEW YORK, NY 10001
TEL: 212-239-7500 FAX 212-239-7509
Title of Authorized Representative: _____ ELIZABETH LITE-COMPLIANCE SPECIALIST
EMAIL: ESTHERL@BHPHOTO.COM
Mailing Address: _____
Signature: 

DOC #3

LOBBYING CERTIFICATION

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid 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 or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Offeror

6-29-16

Date

Appendix G:
VALUE ADD

Please include any additional products and/or services not included in the original scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Pricing must be submitted for such products/services. Pricing shall be auditable and follow the same guidelines specified in Appendix C

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Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

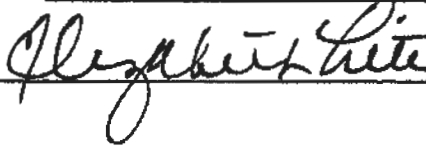
Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: _____ B&H FOTO & ELECTRONICS CORP.
DBA: B&H PHOTO VIDEO

Title of Authorized Representative: _____ 420 NINTH AVENUE, NEW YORK, NY 10001
TEL: 212-239-7500 FAX 212-239-7509

Mailing Address: _____ ELIZABETH LITE COMPLIANCE SPECIALIST
EMAIL: ESTHERL@BHPHOTO.COM

Signature: 

DOC #2

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: _____ B&H FOTO & ELECTRONICS CORP.
DBA: B&H PHOTO VIDEO

Title of Authorized Representative: _____ 420 NINTH AVENUE, NEW YORK, NY 10001
TEL: 212-239-7500 FAX 212-239-7509
ELIZABETH LITE COMPLIANCE SPECIALIST
Mailing Address: _____ EMAIL: ESTHERL@BHPHOTO.COM

Signature: Elizabeth Lite

DOC #3

LOBBYING CERTIFICATION

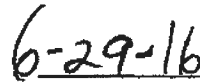
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails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

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

1. No Federal appropriated funds have been paid or will be paid 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 or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Offeror



Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks


If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Offeror
6-29-16

Date

DOC #5

**ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)**

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 proposal, 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 proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal 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.

B & H FOTO & ELECTRONICS CORP

Vendor B&H FOTO & ELECTRONICS CORP.
DBA: B&H PHOTO VIDEO
420 NINTH AVENUE, NEW YORK, NY 10001
TEL: 212-239-7500 FAX 212-239-7509
ELIZABETH LITE-COMPLIANCE SPECIALIST
EMAIL: ESTHERL@BHPHOTO.COM

Address _____

Phone _____

Fax _____

Offeror *Elizabeth Lite*
 Signature

B&H FOTO & ELECTRONICS CORP.
DBA: B&H PHOTO VIDEO
 Printed Name 420 NINTH AVENUE, NEW YORK, NY 100
TEL: 212-239-7500 FAX 212-239-7509
ELIZABETH LITE-COMPLIANCE SPECIALI
 Position with Company EMAIL: ESTHERL@BHPHOTO.COM

Authorizing Official *Ely Lark*
 Signature

Ely Lark
 Printed Name

B2B Contracts Manager
 Position with Company

DOC # 6

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES J.L. Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES J.L. Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES J.L. Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES J.L. Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: B&H FOTO & ELECTRONICS CORP.
DBA: B&H PHOTO VIDEO
420 NINTH AVENUE, NEW YORK, NY 10001
Address, City, State, and Zip Code: TEL: 212-239-7500 FAX 212-239-7509
ELIZABETH LITE-COMPLIANCE SPECIALIST
EMAIL: ESTHERL@BHPHOTO.COM

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: Elizabeth Lite Date: 6.29.16

DOC #8

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: B&H FOTO & ELECTRONICS CORP.
 Street: 420 NINTH AVENUE, NEW YORK, NY 10001
 City, State, Zip Code: TEL: 212-239-7500 / 800-947-8003
FAX 212-239-7509 / 800-743-0895
FEIN#13-2768071 / WEB. WWW:BHPHOTO.COM

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

ELIZABETH LITE
~~B & H FOTO & ELECTRONICS CORP~~ _____, an authorized representative of _____ corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
HERMAN SCHREIBER & VARIOUS FAMILY TRUSTS	1418 54 ST BRAYAL, NY 11219	50%
SAM GILSSTEIN & VARIOUS FAMILY TRUSTS	VINCENT DR. SPRING VALLEY NY 10952	50%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6-29-16
Date

Elizabeth Lite - Compliance
Authorized Signature and Title

DOC #9

NON-COLLUSION AFFIDAVIT

Company Name: B&H FOTO & ELECTRONICS CORP.
Street: DBA: B&H PHOTO VIDEO
City, State, Zip Code: 420 NINTH AVENUE, NEW YORK, NY 10001
TEL: 212-239-7500 FAX 212-239-7509
ELIZABETH LITE-COMPLIANCE SPECIALIST
EMAIL: ESTHERL@BHPHOTO.COM

State of ~~New Jersey~~ NEW YORK
County of NEW YORK

I, ELIZABETH LITE of the NEW YORK
Name City

in the County of NEW YORK, State of NEW YORK
of full age, being duly sworn according to law on my oath depose and say that:

I am the Compliance Specialist of the firm of B & H FOTO & ELECTRONICS CORP
Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that REGION 4 - TCPN relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

B & H FOTO & ELECTRONICS CORP
Company Name

Elizabeth Lite - Compliance
Authorized Signature & Title

Subscribed and sworn before me

this 29 day of JUNE, 2016

[Signature]
Notary Public of STATE OF NEW YORK
My commission expires 06/02/2019, 2016

SEAL HARRY K. WALDNER
Notary Public, State of New York
No. 01WA4631810
Qualified in Kings County
Commission Expires June 02, 2018

DOC #10

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: B&H FOTO & ELECTRONICS CORP.
DBA: B&H PHOTO VIDEO
Street: 420 NINTH AVENUE, NEW YORK, NY 10001
City, State, Zip Code: TEL: 212-239-7500 / 800-947-8003
FAX 212-239-7509 / 800-743-0895
FEIN#13-2768071/WEB:WWW.BHPHOTO.COM

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
- OR
- 2. A photo copy of their Certificate of Employee Information Report **ATTACHED**
- OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the _____
- B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6-29-16
Date

Elizabeth Lite
Authorized Signature and Title

B&H FOTO & ELECTRONICS CORP.
DBA: B&H PHOTO VIDEO
420 NINTH AVENUE, NEW YORK, NY 10001
TEL: 212-239-7500 FAX 212-239-7509
ELIZABETH LITE-COMPLIANCE SPECIALIST
EMAIL: ESTHERL@BHPHOTO.COM

CO= DV68473
 LE= DV68473

**EQUAL EMPLOYMENT OPPORTUNITY
 2015 EMPLOYER INFORMATION REPORT
 CONSOLIDATED REPORT - TYPE 2**

SECTION B - COMPANY IDENTIFICATION

1- B & H FOTO & ELECTRONICS CORP.
 420 NINTH AVENUE
 NEW YORK, NY 10001

2.- B & H FOTO & ELECTRONICS CORP.
 420 NINTH AVENUE
 NEW YORK, NY 10001

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:116012659 EIN :132768071

c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
	MALE	FEMALE	***** MALE *****						***** FEMALE *****						
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	1	0	36	0	0	3	0	0	8	0	0	0	0	0	48
FIRST/MID OFFICIALS & MGRS	1	0	165	3	1	0	0	0	9	0	0	0	0	0	179
PROFESSIONALS	15	2	509	3	0	12	0	0	29	0	0	0	0	0	570
TECHNICIANS	1	0	26	0	0	0	0	0	0	0	0	0	0	0	27
SALES WORKERS	61	25	326	22	1	13	0	0	35	2	1	2	0	0	488
ADMINISTRATIVE SUPPORT	5	1	281	1	0	0	0	0	43	1	0	0	0	0	332
CRAFT WORKERS	0	0	6	0	0	0	0	0	0	0	0	0	0	0	6
OPERATIVES	7	0	11	0	0	0	0	0	0	0	0	0	0	0	18
LABORERS & HELPERS	295	5	25	6	0	3	0	0	0	1	0	0	0	0	335
SERVICE WORKERS	1	1	3	0	0	0	0	0	0	0	0	0	0	0	5
TOTAL	387	34	1388	35	2	31	0	0	124	4	1	2	0	0	2008
PREVIOUS REPORT TOTAL	358	31	1363	40	3	29	0	0	119	4	1	2	0	0	1950

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 09/10/2015 THRU 09/10/2015

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: DAVID EISENBERG
 EEO-1 REPORT CONTACT PERSON: MENDY OPPENHEIM
 EMAIL: PAYROLL@BHPHOTO.COM

TITLE: GENERAL COUNSEL
 TITLE: DIRECTOR OF PAYROLL & BENEFITS
 TELEPHONE NO: 2122397500
 CERTIFIED DATE[EST]: 10/29/2015 04:26 PM

PAGE 54 - DOC #10

CO= DV68473
 U= DV68473

EQUAL EMPLOYMENT OPPORTUNITY
 2015 EMPLOYER INFORMATION REPORT
 HEADQUARTERS REPORT - TYPE 3

SECTION B - COMPANY IDENTIFICATION

1. B & H FOTO & ELECTRONICS CORP.
 420 NINTH AVENUE
 NEW YORK, NY 10001

2.a. B & H FOTO & ELECTRONICS CORP.
 420 NINTH AVENUE
 NEW YORK, NY 10001

NEW YORK COUNTY
 c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:116012659 EIN :132768071

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 443142 Electronics Stores

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS	
	MALE	FEMALE	***** MALE *****						***** FEMALE *****						
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	1	0	36	0	0	3	0	0	8	0	0	0	0	0	48
FIRST/MID OFFICIALS & MGRS	1	0	152	3	1	0	0	0	9	0	0	0	0	0	166
PROFESSIONALS	14	2	483	3	0	12	0	0	29	0	0	0	0	0	543
TECHNICIANS	1	0	26	0	0	0	0	0	0	0	0	0	0	0	27
SALES WORKERS	61	25	326	22	1	13	0	0	35	2	1	2	0	0	488
ADMINISTRATIVE SUPPORT	4	1	277	1	0	0	0	0	43	1	0	0	0	0	327
CRAFT WORKERS	0	0	6	0	0	0	0	0	0	0	0	0	0	0	6
OPERATIVES	7	0	11	0	0	0	0	0	0	0	0	0	0	0	18
LABORERS & HELPERS	86	5	13	4	0	1	0	0	0	1	0	0	0	0	110
SERVICE WORKERS	1	1	3	0	0	0	0	0	0	0	0	0	0	0	5
TOTAL	176	34	1333	33	2	29	0	0	124	4	1	2	0	0	1738
PREVIOUS REPORT TOTAL	141	31	1269	34	3	27	0	0	119	4	1	2	0	0	1631

SECTION F - REMARKS

co= DV68473
 u= DV74804

**EQUAL EMPLOYMENT OPPORTUNITY
 2015 EMPLOYER INFORMATION REPORT
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4**

SECTION B - COMPANY IDENTIFICATION

1. B & H FOTO & ELECTRONICS CORP.
 420 NINTH AVENUE
 NEW YORK, NY 10001

2a. BROOKLYN NAVY YARD WAREHOUSE
 63 FLUSHING AVENUE, BUILDING 664
 BROOKLYN, NY 11211

KINGS COUNTY
 c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:116012659 EIN :132768071

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 443142 Electronics Stores

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS	
	MALE	FEMALE	***** MALE *****						***** FEMALE *****							
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	13	0	0	0	0	0	0	0	0	0	0	0	0	13
PROFESSIONALS	1	0	26	0	0	0	0	0	0	0	0	0	0	0	0	27
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	1	0	4	0	0	0	0	0	0	0	0	0	0	0	0	5
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	209	0	12	2	0	2	0	0	0	0	0	0	0	0	0	225
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	211	0	55	2	0	2	0	0	0	0	0	0	0	0	0	270
PREVIOUS REPORT TOTAL	217	0	94	6	0	2	0	0	0	0	0	0	0	0	0	319

SECTION F - REMARKS

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

DOC #11

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and on file** at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

DOC #12

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: B & H FOTO & ELECTRONICS CORP

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows of stockholder information.

Notary Public section with date (June 29, 2016), signature of HARRY K. WALDNER, and signature of Elizabeth Lite-Compliance.

HARRY K. WALDNER
Notary Public, State of New York
No. 01WA463181D
Qualified in Kings County
Commission Expires June 02, 2019

(Corporate Seal)

Appendix I:
STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages, and Boroughs in California including but not limited to:

LOS ANGELES CITY HALL	DOWNEY CITY HALL
COMMERCE CITY HALL	EL SEGUNDO CITY HALL
VERNON CITY HALL	GARDENA CITY HALL
WEST HOLLYWOOD CITY HALL	CITY OF HAWTHORNE
CITY OF BELL	CITY OF HERMOSA BEACH
BELL GARDENS CITY HALL	HUNTINGTON PARK CITY HALL
CUDAHY CITY HALL	LAWNDALE CITY HALL
BEVERLY HILLS CITY HALL	LYNWOOD CITY HALL
CITY OF COMPTON	MALIBU CITY HALL
CULVER CITY CITY HALL	MANHATTAN BEACH CITY HALL

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T H E P R O F E S S I O N A L ' S S O U R C E

Contract Proposal

B&H -Region 4 ESC / National IPA-TCPN

RFP 16-09
Audio Visual Equipment, Accessories and Services

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T H E P R O F E S S I O N A L ' S S O U R C E

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T H E P R O F E S S I O N A L ' S S O U R C E

B&H is a privately owned company. This documentation is intended for those who are involved with Region 4 ESC / National IPA-TCPN only and it should be treated as classified information and it should not be used for any other purposes.

Executive Summary

06/27/2016

Dear Region 4 ESC / National IPA-TCPN procurement services,

I would first like to take a moment to thank you for giving B&H the opportunity to serve the ESC Region 4 / National IPA-TCPN office of procurement services.

We understand the scope of National IPA-TCPN's process and the needs of its member base we feel comfortable with our product expertise, e-procurement, marketing, advertising, stock inventory capabilities to supply National IPA-TCPN members with the volume that a contract may generate.

B&H's core competency lies in our expertise in technology convergence particularly in the creative and media production markets. In the digital age every device ties into the greater digital environment and B&H focuses on connecting all of these devices and the throughput of this data. B&H carries a wide variety of audio visual equipment and accessories. Our teams of experts cover audio/visual solutions, broadcast studios, UAV configuration and service, digital workflow solutions and support equipment for media production.

For over 40 years B&H has been one of the preeminent and most well respected major B2B and public sector resource and by partnering together, there are a numerous opportunities to supply National IPA-TCPN members with all procurement needs.

Please take a moment to review B&H's proposal. We strongly feel we can more than adequately meet the procurement needs in a proposed contract.

Sincerely,

Ely Lenik
Business Development
B2B and SLED Contracts Manager
& e-Procurement Specialist
440 Ninth Avenue, 5th Floor
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212.239.7503 x 4698
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T H E P R O F E S S I O N A L ' S S O U R C E

About B&H B2B

Once a neighborhood mom-and-pop camera store in New York City, B&H has grown to be a world-class source for creative technology products serving the Government, Education and Corporate markets as well as our high-tech consumer customers.

Starting as a two person family owned business in 1973 serving the professional photographer, B&H now employs over 2,200 people and is home to a two story, city block long Superstore and 1,000,000 square feet of state-of-the-art warehouse in the Brooklyn Navy Yard.

B&H's well known reputation is based on our product knowledge, customer service, large selection, standard discounted pricing, in-stock availability and extensive e-procurement capabilities.

B&H has a large selection of creative technology supplies and equipment, featuring over 475,000 products available. Our business began in the photography industry selling cameras and film, but as the digital age of photography and the convergence of technology became the standard we have expanded our line of product to include all related products to our core. We now house experts up to engineer level in all areas of technology and pride ourselves on our ability to convey that expertise to our customers to make sure they are making the best purchasing decision for their needs.

The B2B division is now comprised of over 100 sales and customer service representatives whose sole purpose is serving the education, corporate, government, healthcare, and non-profit sectors including representatives in the field attending and participating in tradeshow and visiting and training customers.

We have preferred vendor status and contracts with nearly 1000 Universities, Colleges, School Districts, and cooperatives, Fortune 500 companies as well as federal, state, local governments. The combination of our product options, vast technical knowledge with a quality dedicated account management team we believe we would be the best B2B procurement source.

Our success is based on a simple philosophy of Service, Knowledge Honesty and an unsurpassed level of items in stock.

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Detailed Products and Services Defined

Product Description

B&H is known as one of the largest supplier of creative technology supplies, equipment and accessories in the U.S. We carry over 475,000 items from more than 5,500 brands in a wide range of technology product including Photography, Video, Pro Audio, A/V, Production and Lighting equipment, Security and Surveillance, Mobile technology, TV's, Projectors and more. Most of our products are in stock in one of our New York warehouses and ready to ship allowing for quick delivery.

Our slogan "The Professional's Source" didn't only come out of our vast stock and shipping capabilities though, it came out of our deep knowledge of our product and customer and matching up our customer with the right product for them. B&H won't carry product we don't feel confident is of high enough quality that a customer would later regret. We design our website, sales, customer service and marketing all towards developing the customer's experience to perfection.



Photography



Computers



Home Entertainment



Professional Video



Mobile



Pro Audio



Photo Accessories



Camcorders



Lighting & Studio



A/V Presentation



Surveillance



Optics

Service

Experience and Organizational Capabilities

B&H has an extremely loyal customer base in the United States with more than 50,000 customers. B&H has an extensive list of accounts where our relationship has been developed over years into solid long standing customers.

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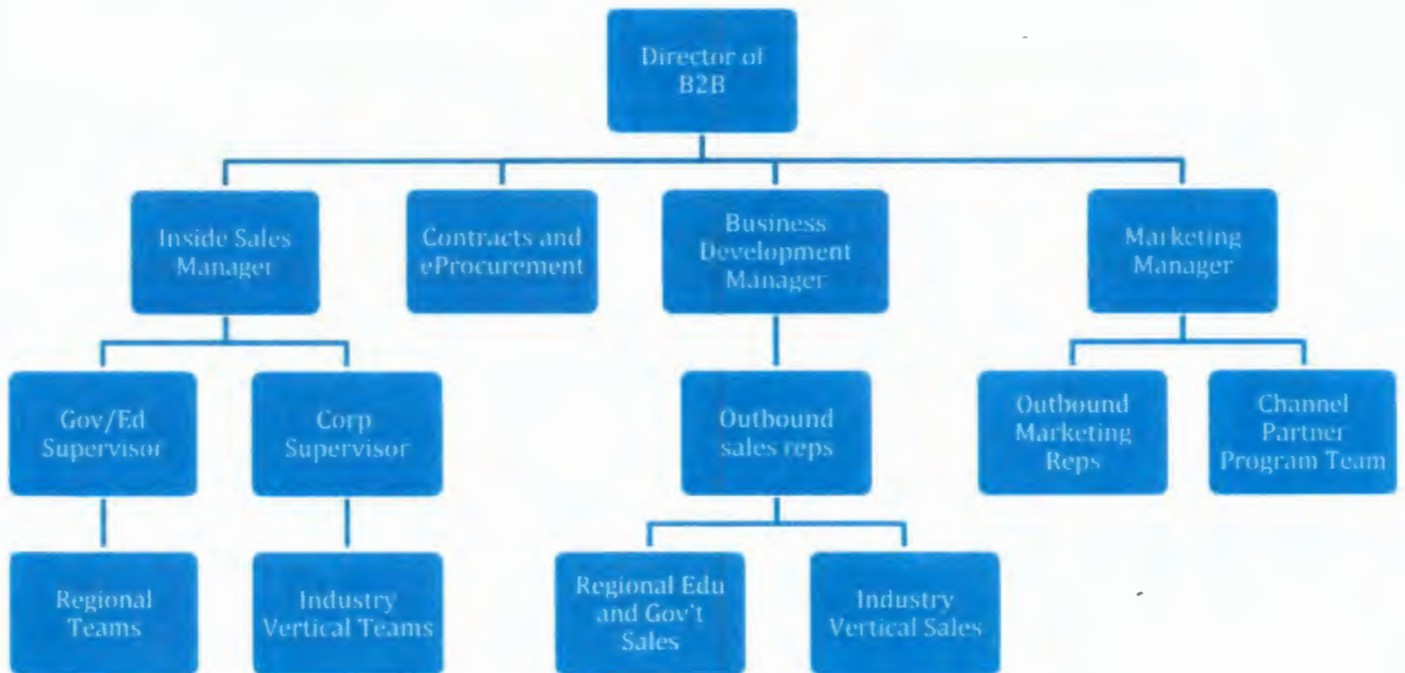
The B2B division is now comprised of over 100 sales and customer service reps whose sole purpose is serving the government, educational, corporate, healthcare, and non-profit sectors including representatives in the field attending and participating in tradeshow, meeting with and training customers onsite.

Combine all of these product options and knowledge sources with your dedicated account management team and you have the ultimate B2B procurement partner.

Sales Team Infrastructure

B&H is committed to provide as many personnel as needed in order to serve National IPA-TCPN members to their complete satisfaction. B&H divides our B2B division into sales teams covering different verticals. Our Corporate division is divided up into team handling industry verticals such as broadcasters, manufacturing, hospitality, non-profit, and healthcare accounts. Our Gov/Ed teams are set up to handle regions of educational and state and local government accounts. Each team has a team lead with a range of 3-10 members on it depending on the volume of accounts and sales allowing us to be agile in assigning new members to meet customer demand.

Organizational Chart



B&H B2B
 420 Ninth Avenue
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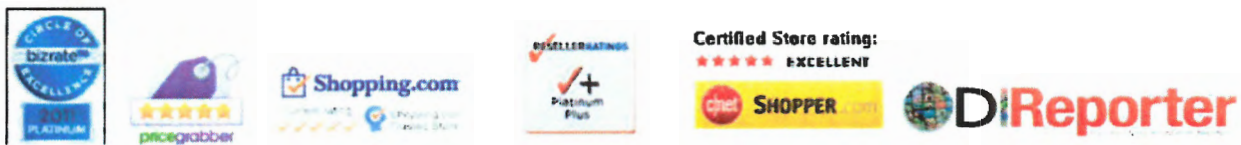
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Customer service

B&H is committed to providing extraordinary service before and after your purchase from us. We value your contact with our associates, as we expect them to provide you with a great experience. You're invited to call, email or live chat with them.

We pride our self's for the service we provide, B&H features an award winning customer service



At B&H the word *relationship* is more than a catch phrase. Government and Education customers are assigned a personal "Account Team", ensuring that the client's purchasing and customer service needs are fulfilled from A– Z, along with a significant liberal return policy. National IPA-TCPN customers can call our corporate customer service line for technical help or go online and live chat with a product specialist.

Customer Service Hours

Sun	10:00AM - 5:00PM
Monday thru Thursday	9:00AM - 6:00PM
Fri	9:00AM - 2:00PM
Sat	Closed

Subject Matter Experts

B&H is world renowned and prides itself on having the most knowledgeable staff we can provide for the product we sell. Many of our employees are accomplished experts in their own right, having worked in their professions for years before joining us. We have recruited photography, pro audio and pro video specialists to work at B&H many who continue their involvement in industry groups, through B&H and on their own. We place them at your disposal to offer advice based on years of working in their specific fields.

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THE PROFESSIONAL'S SOURCE

Live Chat

Product Professional

*Name: Ely Lenik Email: elyi@bhphoto.com

Select a Topic: Aerial Imaging Language: English

How can we help you?
What would be the most economical UAV to purchase for damage assessment for buildings?



We offer subject matter expert help via phone, email and instant chat on our website. None of our salesmen or product experts work on commission or are encouraged to sell, our mantra is "make a customer, not a sale."

Certifications



B&H is a proud member of the Better Business Bureau for many years. B&H maintains the highest standard of business ethics. Millions of satisfied customers are a testimony to our integrity & best service before, during & after the sale.



The B&H website is tested and certified on a daily basis to pass the HACKER SAFE Security Scan. Our customers can be assured that the HACKER SAFE mark only appears on those sites which meet the rigorous HACKER SAFE standards. Through the judicious use of HACKER SAFE, B&H Photo-Video can prevent over 99% of hacker crime on our site.

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T H E P R O F E S S I O N A L ' S S O U R C E



Professional Solutions

The Studio-B&H

Building on B&H's long history of superior service, The Studio is a unique solutions-based environment dedicated to all professional market segments.

The Technology Center

A revolutionary center created to provide a hands-on experience to high-end professionals. The Technology Center is a fully operational studio with an extensive display of high-end products and state-of-the-art workflows.

The Team

A highly skilled team of applications specialists, broadcast engineers, project managers, and account representatives, all assembled to create a formidable group of individuals, most of them active members of the professional community.

Product Demos - In partnership with manufacturers, The Studio offers specialized opportunities to learn about the new equipment and technologies that will keep you at the forefront of the industry. Workshops and demos are hosted in The Studio's showroom and the B&H Event Space on an ongoing basis.



- ✓ Consultation
- ✓ System Design
- ✓ System Integration
- ✓ Pre & Post-Sales Support
- ✓ Technology Showcase

Marketing Capabilities

Our Marketing plan for is comprised of 4 parts: Saturation Marketing, Targeted B2B Saturation, Targeted B2B Core Specific, and One-on-One.

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Saturation Marketing; is a brand awareness campaign where we let as many people as possible know about the B&H brand, what we sell, and where to find it. As a vendor with B&H, your cooperative will have the opportunity to be exposed to the broadest audience possible via email campaigns and other print and digital means.

Targeted B2B Saturation; is a brand awareness campaign for our B2B division, which serves State and Local government, higher education, K-12, Non-profit, and corporate customers. Our advertising and marketing is specifically driven to those markets that have a need for our lines in general. Print campaigns will be targeted to those publications that will reach customers in our targeted verticals. These customers are channeled into our Organizational Sales department where they have a designated account team.

Targeted B2B Core Specific; is a "product specific" campaign where we target those groups who have a "specific" need for our "core products" in the areas of Professional Photo, Video, Computers and Audio. Through customer visits, trade shows, print, emails, etc., we reach out to those customers who use our products to conduct their own business whether they are educators, producers or government employees.

One-on-One marketing; is the foundation of our organization. Our reps primary job is to build solid relationships with key decision-makers at every business. It is our belief that there is no better marketing method than doing business with trusted business partners.

B&H will also reach out to potential Public Entities via the different marketing strategies above and notify them about the National IPA-TCPN contract.

Sales Projections

Based on our past experience with other government and cooperative purchasing contracts we have held in the past we believe a partnership with B&H/National IPA-TCPN would be a fast adopted contract and see huge growth in the first few years.

Year 1	\$30mil
Year 2	\$50mil
Year 3	\$75mil

Price Lists and Promotions

We offer a huge selection of products and review our price offerings regularly to make sure our prices are competitive, if not the lowest available. Our extensive selection and business relationships allow us to make deals that we convert to savings for you. We continually look for ways to pass discounted

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prices to our customers and actively create bundle kits, promotions and other pricing discount structures. We also launch seasonal promotions pages and on our website and emails to inform our customers about current product promotions and rebates.

Pricing

B&H is world-renowned for our competitive everyday low pricing and robust product offerings. There are multiple pricing levels for each manufacturer, as well as within each of their categories. Due to this complexity it is difficult to obtain a single discount and at the same time supply the best possible discount price for this bid. We are therefore offering a discount per item range from .2-25% and 0.5-25% for orders that are placed through an electronic procurement platform. Based on past reporting this pricing structure nets an average 11-12% savings. Manufacturer unilaterally price locked items will not be discounted. We also offer additional discounts for high volume orders above \$5,000 that will be evaluated at the time of an RFQ.

Delivery

B&H is one of the largest suppliers of audio visual education supplies and equipment and accessories in the U.S. We have unrivaled in-stock availability, best practice process infrastructure and in conjunction with our 1,000,000 sq/ft state-of-the-art warehouse we make quick delivery a breeze. Orders processed before 4 pm eastern time will ship same day and most orders are received within 1-4 business days from being submitted. B&H is UPS's largest customer in the Northeast and ship an average of 20,000 packages a day from our warehouses and have shipped up to 65,000 on days with exceptionally high volume.

Freight

Most catalog items in our inventory ship via UPS free of charge. Items above 70 lbs or requiring truck or other special delivery may be charged a reasonable shipping charge. All information about shipping tracking or delays due to manufacturer backorder, or special order items will be available on the item detail page on our website for easy access.

Supplier's Qualifications, References, Experience, Past Performance

B&H currently has a wonderful working relationship with K-12 Schools, Higher Education, State and Local governments. We hold over 100 state and local government and minor regional cooperative contracts and leverage them across the sales marketplace for our customers to ensure the easiest procurement process within each customer's local and state procurement guidelines.

We have preferred vendor status and contracts with numerous Universities, Colleges, School Districts, and cooperatives as well as federal, state, local governments and Fortune 500 customers. Combine all of these product options and knowledge sources with your dedicated account management team and you have the ultimate B2B procurement partner.

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(800) 947-8003 x 7742
www.BandH.com/b2b

T H E P R O F E S S I O N A L ' S S O U R C E

B&H has shown consistent growth over the last 10 years with our B2B customers and we intend on continuing this growth by providing the best product and service we can at the lowest possible price. B&H has a highly successful contract with E&I Cooperative Services for our Higher Education customers. B&H's contract has been their fastest growing contract and was awarded the supplier of year for two years with them and intend on replicating this success with National IPA-TCPN in the public sector. B&H supplies 98% of the Fortune 2000 companies, such as The Walt Disney Company, Google, Microsoft.

Emergency purchases

The standard delivery time on stock items should be 2-4 business days however many different options are available for expedited shipping including overnight shipping which is available, for orders placed before 3:00pm, at a reasonable cost. Most items ship same day.

Administrative and Reporting Capabilities

We implemented tractable information in every step of our process and an extensive reporting system to track them. B&H offers flexible reporting capabilities and can offer custom sales reports as needed. We are currently reporting to more than 50 entities.

Online Capabilities include electronic ordering, E-commerce, procurement cards, billing and access to Supplier's electronic catalogs.

Payment Methods

B&H offers Net 30 terms credit accounts for B2B customers and also accepts payment methods such as credit cards, check and ACH.

Leasing/Financing

<http://www.bhphotovideo.com/find/jsp/leasing.jsp>

Warranty

B&H sells quality products with manufacturer's USA warranties. We also offer additional extended manufacturer and third party 2-5 year extended warranties available for a minimal cost.

Website & e-Procurement Capabilities

Our [highly-rated](#) website and [apps](#) offer shopping at your leisure. Our industry experts prepare the comprehensive product information you will find on our site, and within a minute of selecting Live Chat they will be available as personal guides. Your purchasing and product inquiries can be made by email as well. We combine the personability of a storefront with the convenience of a web retailer. Our site moves fast, our staff moves even more quickly when responding to you, and our ship out same-day policies move your order out the door with immediacy.

B&H B2B
420 Ninth Avenue
New York, NY 10001



govedbids@BandH.com
(800) 947-8003 x 7742
www.BandH.com/b2b

T H E P R O F E S S I O N A L ' S S O U R C E

B&H offers customized E-quote, PO Punch-Out and Procurement Card Check-Out Portals for Institutions and their faculty as well as EDI and cXML processing.

B&H is dedicated to being a leader in e-procurement and have an internal team that manages the contract and e-procurement enablements. Our website offers tiered wishlist/favorites functionality, email/chat services for 1 on 1 technical help and a plethora of information, reviews, and recommended accessories on page for each product.



B&H is currently set up with over 450 customers with various ERP systems and growing every day. We partner with a variety of e-Procurement systems such as: *SciQuest, e-SchoolMall, Ariba Ready – Platinum, PeopleSoft, Perfect Commerce, SAP, Oracle, Vinimaya, Coupa, Workday* and more.

Go Green

B&H is committed to supporting the US government Go Green initiatives and offer our customers a wide variety of Green compliant products. We work with major certifications such as Energy Star, EPEAT, RohS and others to allow customers to search for these products. We have also created a Go Green products showcase on our website that can be found at:

<http://www.bhphotovideo.com/c/browse/green-products/ci/29817/N/3708116854>

Competition

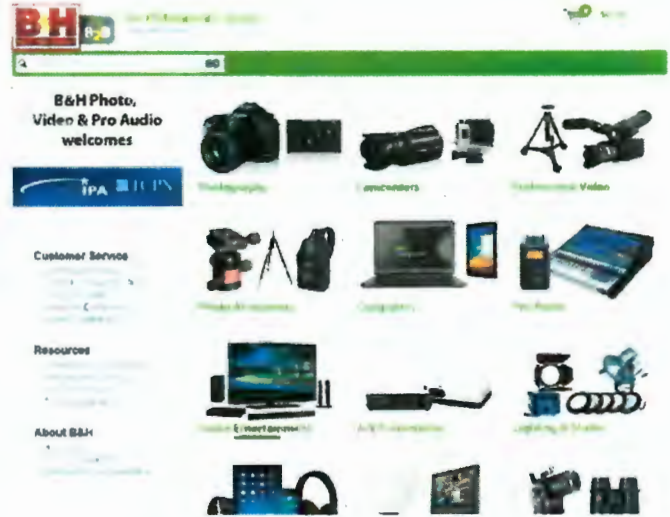
B&H has a unique position in the technology supplier landscape. We see Amazon.com to be our major competition being the major ecommerce seller but we stand apart drastically on our core focuses. Amazon is a huge supplier of all products whether technology related or not. B&H only focuses closely on the areas of expertise we hold and isn't interested in selling products we don't know. B&H offers a huge selection of carefully tailored recommended accessories and customer support to make recommendations based on our personal and professional past experiences. B&H has also tailored our site for our B2B purchasers with no advertisements and a wealth of informational resources to help the purchaser make the right decision for their agency.

B&H B2B
420 Ninth Avenue
New York, NY 10001



govedbids@BandH.com
(800) 947-8003 x 7742
www.BandH.com/b2b

THE PROFESSIONAL'S SOURCE



Contract Implementation

Training

B&H continuously holds trainings for our B2B sales and service departments on new product, sales processes and contracts. Upon award of the contract we will begin training sessions in groups of 10 explaining the contract and how to best implement. Our sales teams currently utilize a variety of contract vehicles and are familiar with the concepts and how government purchasing works.

Landing Page / Purchasing Portal

Upon award B&H will set up an informational landing page about the details of the contract and p-card purchasing / e-quote portal for National IPA-TCPN users to utilize reflecting contract pricing.

Take away summary

B&H offers the following unique benefits

- Selection: over 475,000 items and 5,500 Brands www.BandH.com
- Stock: B&H has the largest stock in the industry with 1,000,000+ square foot warehouse space.
- A vast base of information on our website with technical specifications, customer reviews and recommended accessories.

B&H B2B
420 Ninth Avenue
New York, NY 10001



govedbids@BandH.com
(800) 947-8003 x 7742
www.BandH.com/b2b

T H E P R O F E S S I O N A L ' S S O U R C E

- Quick Delivery; average delivery time is 3 business days across the United States but the majority of the time items ship with 1 day zone delivery within New York State.
- [EDU Advantage](#); Discounts on qualified products to Educators and Students in approved fields.
- [Excellent Customer Service](#); B&H earned multiple awards for our excellence in customer service.
- [24/7 Online Order Tracking](#)
- Experienced Professional Representatives
- Pre & Post-Sales Support
- Extensive customized E-procurement options
- [Free Training/Educational articles, Videos, Lessons, Events, Workshops, and Source Books](#)
- [Purchasers like to shop at B&H](#); B&H is ranked in the top 300 must visited sites in the US

B&H B2B
420 Ninth Avenue
New York, NY 10001



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www.BandH.com/b2b

T H E P R O F E S S I O N A L S ' S O U R C E

prices to our customers and actively create bundle kits, promotions and other pricing discount structures. We also launch seasonal promotions pages and on our website and emails to inform our customers about current product promotions and rebates.

Pricing

B&H is world-renowned for our competitive everyday low pricing and robust product offerings. There are multiple pricing levels for each manufacturer, as well as within each of their categories. Due to this complexity it is difficult to obtain a single discount and at the same time supply the best possible discount price for this bid. We are therefore offering a discount per item range from .2-25% and 0.5-25% for orders that are placed through an electronic procurement platform. Based on past reporting this pricing structure nets an average 11-12% savings. Manufacturer unilaterally price locked items will not be discounted. We also offer additional discounts for high volume orders above \$5,000 that will be evaluated at the time of an RFQ.

Delivery

B&H is one of the largest suppliers of audio visual education supplies and equipment and accessories in the U.S. We have unrivaled in-stock availability, best practice process infrastructure and in conjunction with our 1,000,000 sq/ft state-of-the-art warehouse we make quick delivery a breeze. Orders processed before 4 pm eastern time will ship same day and most orders are received within 1-4 business days from being submitted. B&H is UPS's largest customer in the Northeast and ship an average of 20,000 packages a day from our warehouses and have shipped up to 65,000 on days with exceptionally high volume.

Freight

Most catalog items in our inventory ship via UPS free of charge. Items above 70 lbs or requiring truck or other special delivery may be charged a reasonable shipping charge. All information about shipping tracking or delays due to manufacturer backorder, or special order items will be available on the item detail page on our website for easy access.

Supplier's Qualifications, References, Experience, Past Performance

B&H currently has a wonderful working relationship with K-12 Schools, Higher Education, State and Local governments. We hold over 100 state and local government and minor regional cooperative contracts and leverage them across the sales marketplace for our customers to ensure the easiest procurement process within each customer's local and state procurement guidelines.

We have preferred vendor status and contracts with numerous Universities, Colleges, School Districts, and cooperatives as well as federal, state, local governments and Fortune 500 customers. Combine all of these product options and knowledge sources with your dedicated account management team and you have the ultimate B2B procurement partner.



2555 Meridian Blvd., Suite 300, Franklin, TN 37067

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE

August 29, 2016

Mr. Ely Lenik
Business Development / B2B and SLED
Contracts Manager & e-Procurement Specialist
B&H foto & Electronics Corp.
420 Ninth Avenue
New York, New York 10001

Re: Award of Contract# R160901

Dear Mr. Lenik:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on August 23, 2016, National IPA is pleased to that B&H foto & Electronics Corp has been awarded an annual contract for the following, based on the sealed proposal (RFP# 16-09) submitted on July 7, 2016:

Commodity / Service

Contractor

Audio Visual Equipment, Accessories
and Services

B&H foto Electronics Corp.

This contract is effective October 1, 2016 and will expire on September 30, 2019. As indicated above, your Contract # is R160901. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/National IPA and B&H foto Electronics Corp.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact me at 713.554.0460.

Sincerely,

Deborah Bushnell, CTSBO
Contract Manager

439-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

8th

day of

October

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 Memorandum of Understanding with the State of Missouri: C214059001 – Boone County Access to and Use of MissouriBUYS.

Terms of the agreement are stipulated in the attached Memorandum. It is further ordered the Presiding Commissioner is hereby authorized to sign said Memorandum.

Done this 8th day of October 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: September 19, 2019
RE: Memorandum of Understand with State of Missouri: *C214059001 - Boone County Access to and Use of MissouriBuys*

Attached for signature is a Memorandum of Understanding with the State of Missouri, Office of Administration for County access to and use of the State of Missouri's purchasing system called MissouriBuys.

There is no charge for local government/political subdivision entities to utilize MissouriBuys. This purchasing system was bid (C214059001) by OA Purchasing and awarded to Perfect Commerce for their WebProcure software, branded MissouriBuys by the state of Missouri.

Entities are allowed to:

- Register vendors
- Create and publicly post bids
- Use the automatic notification of bids to registered vendors
- Accept online and hard copy bids
- Award and publicly post contracts
- Place orders for products and services on County contracts or state's statewide contracts that are open to Cooperative Procurement Program members to use.

Benefit to the vendors include one-stop access to State and local bids. Vendors can bid electronically without the expense of mailing in bids.

Benefits to County include the ability to receive bids electronically, automatic bid tabulation, and increased competition through a larger vendor pool.

cc: Contract File

MEMORANDUM OF UNDERSTANDING FOR
BOONE COUNTY ACCESS TO AND USE OF MissouriBUYS

This memorandum of understanding (“MOU”) sets forth an agreement between the State of Missouri’s Office of Administration, Division of Purchasing (“OA/Purchasing”) and Boone County, Missouri. The MOU sets forth the access to MissouriBUYS that OA/Purchasing will provide to Boone County and the use that Boone County may make of MissouriBUYS.

Section 1: Background

Division currently utilizes an electronic procurement system for the State of Missouri, and its agencies, known as MissouriBUYS. Per government contract (C214059001), that system was implemented and is maintained for the State by a private vendor, Perfect Commerce, LLC, a Proactis company (“Vendor”). Under this contract, OA/Purchasing has the right¹—and MissouriBUYS has the capability—to permit political subdivisions to:

- 1) Search for vendors in the State of Missouri’s eProcurement system.
- 2) Post bid solicitation documents in the State of Missouri’s eProcurement system so that vendors can access and receive notifications of the political subdivision’s bids in the same or similar manner as state solicitations.
- 3) Create/maintain contracts with or without a catalog in the State of Missouri’s eProcurement system and create orders from the contracts with or without a catalog.
- 4) Access and view statewide contracts/catalogs/roundtrips in the State of Missouri’s eProcurement system.
- 5) Create orders using statewide contracts/catalogs/roundtrips in the State of Missouri’s eProcurement system.
 - a) If desired, depending on the payment system used by the political subdivision, the political subdivision bears all costs if the payment system is to be integrated with MissouriBUYS. The integration is a separate agreement between the political subdivision and the vendor and is subject to additional fees.
- 6) Access and view analytics (reports) in the State of Missouri’s eProcurement system.

The contract includes “Political Subdivision End User Training,” in the form of “training videos” and “training materials” as provided by the vendor *Id.* at § 2.26.1, 2.26.2b, 2.26.3, and 2.26.9a.

Division enters into this MOU in furtherance of its contractual right to provide the access to and use of MissouriBUYS described above to political subdivisions, in accordance with this MOU.

¹ The Division has the right to grant political subdivisions access to the current Missouri eProcurement system to utilize MissouriBUYS to perform the services described in Section 1: Background. However, government contract C214059001 does not allow for a political subdivision to have an independent implementation of the eProcurement system or specific configurations requested by a political subdivision. Any independent implementation of the eProcurement system or specific configurations requested by a political subdivision would be subject to a separate agreement between the political subdivision and the Vendor and subject to additional fees.

Section 2: Costs

Division will provide the access to and use of MissouriBUYS set forth in this MOU to Boone County at no cost to Boone County, unless otherwise identified in Section 1: Background, 5) a).

Section 3: Basic Responsibilities

In order to facilitate Boone County's access to and use of MissouriBUYS in accordance with this MOU, OA/Purchasing shall, subject to resource availability: (1) make all reasonable efforts to see to the access to and use of MissouriBUYS by Boone County as set forth at Section 1 of this MOU; (2) designate at least one OA/Purchasing employee who will serve as the point of contact for the State with regard to this MOU and have primary responsibility for coordination between Boone County and OA/Purchasing for Boone County's rollout of its access to and use of MissouriBUYS; (3) work with Vendor to see to the fulfillment of all contractual obligations between OA/Purchasing and Vendor made in furtherance of a participating political subdivision's proper access to and use of MissouriBUYS under this MOU; and (4) work with the Boone County to ensure Boone County's compliance with any applicable contractual requirements (e.g. intellectual property, etc.) of government contract C214059001.

In order to facilitate Boone County's access to and use of MissouriBUYS in accordance with this MOU, Boone County shall: (1) designate a MissouriBUYS Key Contact to have primary responsibility for organization and coordination of all activities, including training users, for the political subdivision with respect to its access to and use of MissouriBUYS under this MOU; (2) designate a security officer to ensure and be primarily responsible for the political subdivision's adherence to the information security and confidentiality requirements found in this MOU; (3) develop and receive agreement from OA/Purchasing on a plan for the rollout of the political subdivision's access to and use of MissouriBUYS in accordance with this MOU, including timelines and dates of key milestones; (4) ensure the proper and timely implementation of the agreement referenced above at (3); (5) notify OA/Purchasing via e-mail to MissouriBUYS_Admin@oa.mo.gov within two business days if a user under the Boone County is terminated/resigns/retires, in which OA/Purchasing will inactivate the user; and (6) comply with any applicable contractual requirements (e.g. intellectual property, etc.) of government contract C214059001.

Section 4: Information Security and Confidentiality

[TBD. Consult 26 U.S.C. § 6103. Notably, potential obligations under this section may attach even after the MOU's termination.]

Section 5: [Specific Matters to be Included Per OA/Purchasing's Request]

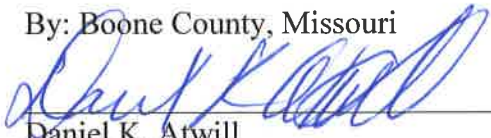
OA/Purchasing reserves the right to amend the MOU to impose new provisions and/or to modify existing provisions.

Use of the MissouriBUYS system will be terminated if the [POLITICAL SUBDIVISION] fails to access and utilize the system as set forth in this memorandum.

Section 6: Period of Agreement

This MOU shall become effective only when signed by both OA/Purchasing and Boone County. This MOU shall remain in effect unless terminated by: (1) mutual agreement of both parties; or (2) by either party for that party's convenience, such termination to be effective 30 days unless otherwise agreed to by both parties after the issuance of written notice of termination for convenience to the other party.

IN WITNESS WHEREOF, OA/Purchasing and Boone County have, by and through the signatures of their respective duly authorized agents as set forth below, freely executed this Memorandum of Understanding.


By: Boone County, Missouri

Daniel K. Atwill
Boone County Presiding Commissioner

By: OA/Purchasing:

Signature

Printed Name

APPROVED AS TO FORM:



County Counselor

ATTEST:


County Clerk

AUDITOR ACHNOWLEDGMENT:

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

 Signature 9-23-19 Date No Encumbrance Needed Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 2019

County of Boone

In the County Commission of said county, on the

8th

day of

October

2019

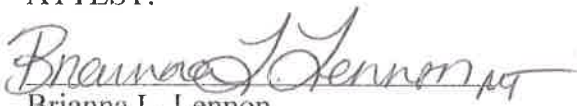
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal Forms.

Done this 8th day of October 2019.

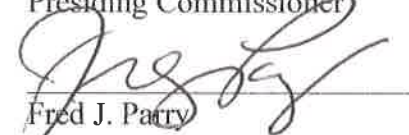
ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner

Boone County Purchasing
David Eagle
Purchasing Assistant



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: October 3, 2019

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	
1	4399	CALCULATOR		RESOURCE MANAGEMENT	MISSING	PLRASE REMOVE FROM INVENTORY
2	NO ASSET TAG	FIVE DRAWER LATERAL FILE CABINET	HON	SHERIFF	BROKEN	
3	NO ASSET TAG	BLUE WOODEN CHAIR		SHERIFF	OLD	
4	12097	FOUR DRAWER FILE CABINET		SHERIFF	FAIR	
5	16307	LASER LEVEL	SPECTRA PRECISION LL400	ROAD & BRIDGE	POOR	PLRASE REMOVE FROM INVENTORY
6	6893	FOUR DRAWER FILE CABINET		PROSECUTING ATTORNEY	GOOD	
7	22770	WORKSTATION	WEST A9C	INFORMATION TECHNOLOGY	RETURNED TO VENDOR	PLRASE REMOVE FROM INVENTORY

8	11803	FOUR DRAWER VERTICAL FILE CABINET	HON	PROSECUTING ATTORNEY	GOOD	
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cc: Heather Acton, Jacob Flowers,
Surplus File

Auditor's office

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 7/2/2019

Fixed Asset Tag Number: 4399

JUL 12 2019

Description of Asset: Printing calculator

BOONE COUNTY
AUDITOR

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: do not have device

Other Information (Serial number, etc.): 22039771

Condition of Asset: Do not have

Reason for Disposition: Do not have

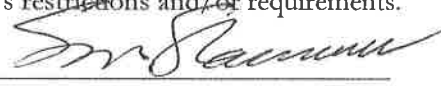
Location of Asset and Desired Date for Removal to Storage: Not needed

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1710 RM Planning & Zoning

Signature 

To be Completed by: AUDITOR

Original Acquisition Date 8/8/1984

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount \$50.00

Original Funding Source 2731

Account Group 1601

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 440-2019

Date Approved 10.8.19

Signature 

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 7/24/2019

Fixed Asset Tag Number: no asset tag

Description of Asset: HON 5 drawer lateral cabinet

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: broken

Reason for Disposition: broken

Location of Asset and Desired Date for Removal to Storage: Sally Port

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1751 - Sheriff

Signature Jennifer Weston

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 JF

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 440-2019

Date Approved 10.8.19

Signature [Signature]

RECEIVED

JUL 25 2019

**BOONE COUNTY
AUDITOR**

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 7/24/2019

Fixed Asset Tag Number: no asset tag

Description of Asset: / wooden blue chair

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: old, used

Other Information (Serial number, etc.):

Condition of Asset: old

Reason for Disposition: old

Location of Asset and Desired Date for Removal to Storage: Annex

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1251 - Sheriff

Signature Jennifer Probst

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount ↓

Original Funding Source ↓

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 440-2019

Date Approved 10.8.19

Signature Samuel C. Atwill

RECEIVED

JUL 25 2019

**BOONE COUNTY
AUDITOR**

BOONE COUNTY
Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 7/24/2019

Fixed Asset Tag Number: 12097

Description of Asset: 4 drawer file cabinet.

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: fair condition

Other Information (Serial number, etc.):

Condition of Asset: fair

Reason for Disposition: not needed

Location of Asset and Desired Date for Removal to Storage: Sally Port

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1251 - Sheriff

Signature Jennifer Bedward

To be Completed by: AUDITOR

Original Acquisition Date 11/18/1999

G/L Account for Proceeds 1190-3836 F

Original Acquisition Amount 140.42

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 440-2019

Date Approved 10.8.19

Signature Samuel P. Still

RECEIVED

JUL 25 2019

**BOONE COUNTY
AUDITOR**

BOONE COUNTY
Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 09/03/2019

Fixed Asset Tag Number: 16307

SEP 03 2019

Description of Asset: Spectra Precision Laser LL400 laser level

**BOONE COUNTY
AUDITOR**

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): SN: 07072017

Condition of Asset: poor - not functioning.

Reason for Disposition: Replaced with new unit.

Location of Asset and Desired Date for Removal to Storage: Tom Bass Facility - ASAP

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature _____

To be Completed by: AUDITOR

Original Acquisition Date 7/27/07

G/L Account for Proceeds 2040-3836 J

Original Acquisition Amount 1300.00

Original Funding Source 2741

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 440-2019

Date Approved 10.8.19

Signature _____

BOONE COUNTY



REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 07/11/2019

FIXED ASSET TAG NUMBER: 00022770

DESCRIPTION: WEST A9C
WORKSTATION

REQUESTED MEANS OF DISPOSAL: _____

OTHER INFORMATION: _____

CONDITION OF ASSET: RETURNED TO VENDOR

REASON FOR DISPOSITION: MAINTENANCE WARRANTY

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: N/A - Returned to Vendor

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: Jennifer King

RECEIVED
JUL 11 2019
BOONE COUNTY
AUDITOR

AUDITOR

ORIGINAL ACQUISITION DATE 2017/12/31

G/L ACCOUNT FOR PROCEEDS N/A J

ORIGINAL ACQUISITION AMOUNT 15,507.87

ORIGINAL FUNDING SOURCE 2790

ACCOUNT GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 440-2019

DATE APPROVED 10-8-19

SIGNATURE [Signature]

BOONE COUNTY
Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 9-12-2019

Fixed Asset Tag Number: 11803

SEP 17 2019

Description of Asset: HON 4 drawer vertical file cabinet

**BOONE COUNTY
AUDITOR**

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: good

Reason for Disposition: no longer needed

Location of Asset and Desired Date for Removal to Storage: 605 E Walnut, Suite B, room B106; Child Support

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1263 - BCPA - Child Support Divi

Signature

Jethu Harris

To be Completed by: AUDITOR

Original Acquisition Date 2/18/1999

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount 157.20

Original Funding Source 2731

Account Group 1602

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 440-2019

Date Approved 10-8-19

Signature *[Signature]*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 19

County of Boone

}

ea.

In the County Commission of said county, on the

8th

day of

October

20 19

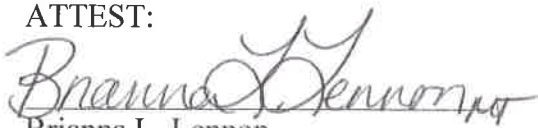
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the 13th Judicial Circuit Court to increase the revenue and expenditures for the DYS-Probation Services Grant for the period of July 1, 2019 through December 31, 2019.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	3451	Judicial Grants/Contracts	State Reimbursement		45,222
1243	10100	Judicial Grants/Contracts	Salaries & Wages		38,802
1243	10200	Judicial Grants/Contracts	FICA		2,968
1243	10300	Judicial Grants/Contracts	Health Insurance		5,298
1243	10310	Judicial Grants/Contracts	County HSA Contribution		600
1243	10325	Judicial Grants/Contracts	Disability Insurance		141
1243	10350	Judicial Grants/Contracts	Life Insurance		72
1243	10375	Judicial Grants/Contracts	Dental Insurance		420
1243	10500	Judicial Grants/Contracts	401 (a) Match		520
					94,043

Done this 8th day of October 2019.

ATTEST:

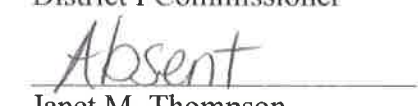

 Brianna L. Lennon
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner



Fred J. Parry
 District I Commissioner



Janet M. Thompson
 District II Commissioner

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

441-2019

8/1/19
EFFECTIVE DATE

RECEIVED

SEP 06 2019

BOONE COUNTY
AUDITOR

FOR AUDITORS USE

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

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1243	3451	Judicial Grants/Contracts	State Reimbursement		45,222
1243	10100	Judicial Grants/Contracts	Salaries & Wages		38,802
1243	10200	Judicial Grants/Contracts	FICA		2,968
1243	10300	Judicial Grants/Contracts	Health Insurance		5,298
1243	10310	Judicial Grants/Contracts	County HSA Contribution		600
1243	10325	Judicial Grants/Contracts	Disability Insurance		141
1243	10350	Judicial Grants/Contracts	Life Insurance		72
1243	10375	Judicial Grants/Contracts	Dental Insurance		420
1243	10500	Judicial Grants/Contracts	401 (a) Match		520
				-	94,043

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

To increase the revenue and expenditures for the DYS-Probation Services Grant. This grant runs from July 1, 2019 through June 30, 2020. This amendment covers the period July 1 - December 31, 2019.

May [Signature]
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: DYS-PROBATION SERVICES GRANT

Agenda

na

Auditor's Office

[Signature]

PRESIDING COMMISSIONER

[Signature]

DISTRICT I COMMISSIONER

Absent

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.
- The Budget Amendment may not be approved prior to the Public Hearing

DIVISION OF YOUTH SERVICES
JUVENILE COURT DIVERSION
YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

APPROVED BUDGET

State Fiscal Year:

Judicial Circuit #:

Contract Period:

Project	Project Title	Current Budget	Requested	Approved Budget
#1	Probation Services Enhancement/Intensive Intervention Model Program	\$ 89,444.00	\$ 97,082.03	\$ 90,444.00
	TOTAL FUNDS APPROVED	\$ 89,444.00	\$ 97,082.03	\$ 90,444.00



**Missouri Department of Social Services
Juvenile Court Diversion Program**

Agreement #: ER172-19009

Agreement Period: July 1, 2019 through June 30, 2020

The Missouri Department of Social Services desires to enter into this agreement with the Judicial Circuit listed below for the purpose of reimbursing the Judicial Circuit for allowable Juvenile Court Diversion Program expenses. All terms, conditions, and requirements contained herein shall govern the performance of this agreement.

Judicial Circuit Information:

Judicial Circuit Name: 13th Judicial Circuit
Mailing Address: 705 East Walnut
City, State Zip: Columbia, MO 65201

Contact Person Name: Mary Epping
Contact Person Title: Court Administrator
Contact Person E-Mail Address: mary.epping@courts.mo.gov
Federal Tax Identification Number: 43-6000349



The undersigned hereby agrees to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding agreement shall exist between the Judicial Circuit and the Missouri Department of Social Services.

The authorized signer of this document certifies that the Judicial Circuit (named below) and each of its principals (as defined by 2 CFR Part 180) are not suspended or debarred by the federal government.

In witness thereof, the parties below hereby execute this agreement.

[Signature]
Authorized Signature for the Judicial Circuit

Kevin Crane, PJ
Name and Title:

8/9/19
Date

Authorized Signature for the Missouri Department of Social Services

Date

1. Purpose

- 1.1 This agreement is entered into between the Missouri Department of Social Services, Division of Youth Services (Department), and the 13th Judicial Circuit for the purpose of setting forth the terms and conditions for the Juvenile Court Diversion Program (JCD).
- 1.2 The goal of the Juvenile Court Diversion Program is to support juvenile courts that serve youth on a local level so that the youth may be afforded the necessary services through their local courts so that they can remain in the community rather than being exposed to a larger segment of the juvenile justice system.
- 1.3 The Department issues agreements for the Juvenile Court Diversion Program services under the authority of an Expenditure Registration System (ER172) issued to the Department by the Office of Administration.
- 1.4 The Department is authorized under Section 219.041 RSMo., <http://revisor.mo.gov/main/OneChapter.aspx?chapter=219> , to administer an incentive subsidy program to assist local units of government in the development and implementation of community-based treatment programs for the care and treatment of children.
- 1.5 The mission of the Missouri Department of Social Services is "We will lead the nation in building the capacity of individuals, families, and communities to secure and sustain healthy, safe, and productive lives". The vision of the Missouri Division of Youth Services (DYS) is that every young person served by DHS will become a productive citizen and lead a fulfilling life. DHS is responsible for the care and treatment of youth committed to its custody by one of the forty-six (46) Missouri juvenile courts.

2. Term of the Agreement/Modifications

- 2.1 The term of the agreement shall be from July 1, 2019 through June 30, 2020 with two (2) one-year renewal options.
- 2.2 The Department shall have the right, at its sole option, to renew the agreement. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the agreement shall remain the same and apply during the renewal period.
- 2.3 The Department may designate an employee to act as the authorized representative for the purpose of entering into and administering contractual services between the Department and the Judicial Circuit.
- 2.4 Any changes to the agreement, whether by modification and/or supplementation, must be accomplished by a formal agreement amendment signed and approved by and between the duly authorized representative of the agreement and the Department. The Judicial Circuit expressly and explicitly agrees that no other method and/or other document, including correspondence, acts or oral communications by or from any person shall be used or construed as an amendment or modification to the agreement.
- 2.5 Services reimbursed with JCD Grant Funds shall be consistent with the evidence-based and promising-practices approach described in the Office of Juvenile Justice and Delinquency Prevention's (OJJDP's) Model Programs Guide (MPG) and shall contain projects within one or more of the following Focus Areas:
 - a. School/education support programs, including day treatment services and other community based programs that provide educational and treatment services to youth keeping them productively involved in their local communities;
 - b. Counseling/treatment services, including sex offender treatment and supervision services providing community-based sex-offense specific treatment groups, parent support groups and in-home therapy and supervision to pre-and post-adjudicated juvenile sex offenders;
 - c. Family support/preservation, including family therapy and support services to assist youth in working through family issues and providing tools to resolve conflict;
 - d. Supplemental court services/supervision/gang prevention, including community-based supervision of assigned youth during the evenings and weekends when youth are at the greatest risk to engage in unproductive and unlawful behavior, including the monitoring of assigned youth to ensure that they are complying with the conditions of their community placement and the provision of supportive services such as parent education, crisis intervention, mentoring and skill-building as needed; and including mentoring services by which volunteer mentors are recruited, trained, matched with

troubled youth and supported in their work with them. Participating youth may be under either formal or informal supervision by the court during their time in the program;

- e. Restorative justice services by which juvenile offenders are held accountable and educated as to the far-reaching impact of their behaviors; or
- f. Private care diversion services designed for those youth who require structured residential services specialized in providing treatment for their complex needs. Under this program, youth are served in alternative living centers without committing them to the care and supervision of the Department.

2.6 The parties agree that funding transfers may be made between project areas with prior approval of the Department. Transfers between project areas shall not exceed ten (10) percent of the total funds approved unless written authorization is obtained from the Department.

2.7 The Judicial Circuit agrees this agreement is contingent upon appropriated funds from the State of Missouri General Assembly for JCD programs, and that such amounts allocated to the Judicial Circuit may be reduced during the contract period as deemed necessary by the Department.

3. **Responsibilities of the Judicial Circuit**

3.1 Subject to the terms of this agreement, the Department will pay the contractor for actual and necessary costs incurred by the Judicial Circuit for the implementation of the diversion program(s) described herein.

3.2 If this agreement calls for the operation of a physical plant, (i.e., detention facility, group home, emergency shelter care facility, or foster home), or provides for staff who operate a physical plant or purchase services from vendors operating a facility, the Judicial Circuit shall use facilities licensed by the Missouri Department of Social Services, Children's Division, or obtain a license for the facility where such licensure is necessary.

3.3 For those projects where youth will be placed in contractual foster or residential care, the provider being utilized must have and maintain a license in good standing from the Department of Social Services, Children's Division. The Judicial Circuit must have a written agreement in place with each contractual foster or residential care provider which requires the provider to notify the Judicial Circuit within ten (10) calendar days of any change in the provider's licensing status. The Judicial Circuit shall then notify the Department of any change in the provider's licensing status within ten (10) calendar days and shall arrange for alternative placement of the youth unless an express written waiver is provided by the Department.

3.4 If this agreement calls for the operation of a secure facility (i.e., provides for staff which operates a secure facility or provides funds for the purchase of the services of a secure facility), the Judicial Circuit shall comply with the Office of Juvenile Justice and Delinquency Prevention guidelines for the detention of status offenders as well as provide for the sight and sound separation from adult offenders.

- a. For purposes of this agreement, a secure facility is described as a facility that is securely locked, fenced, or utilizes hardware designed to restrict the movement of the residents and protect public safety.

3.5 In order to remain eligible for JCD funding, the Judicial Circuit shall not reduce the present level of spending for juvenile correction programs, or if reductions of spending are necessary, the Judicial Circuit shall provide written justification to the Department that such reductions would have been necessary regardless of JCD programs.

3.6 The Judicial Circuit shall not supplant funds because of the implementation of the JCD Program.

3.7 The Judicial Circuit must permit the Department or the Department's designee to visit and inspect each project funded by the JCD Program. The Judicial Circuit must account for the monies, provide performance statistics, and make the books and records of the program open to the Department for inspection and monitoring upon request. Upon a written recommendation from the Department for needed changes or improvements in a funded project, the Judicial Circuit shall make the necessary changes to the project. The Judicial Circuit must allow the Department to monitor all functions of programs developed with JCD Funds. Juvenile court staff must assist and cooperate with Department staff in monitoring programs and in determining if the program is operating according to the contractual agreement between both parties.

3.8 Background Checks: The Judicial Circuit shall complete criminal background checks and child abuse and neglect background checks for the Judicial Circuit's employees who provide direct services under this

agreement prior to such personnel having contact with children being served under the Juvenile Court Diversion program.

- a. If the Judicial Circuit does not have a process in place at the signing of this agreement for completing a background check, the Judicial Circuit must submit all required information to the Family Care Safety Registry on behalf of all of the Judicial Circuits' employees assigned to perform services under this agreement. Information about the Family Care Safety Registry may be found online at <http://www.dhss.mo.gov/FCSR/>.
- b. Background checks are the financial responsibility of the Judicial Circuit.

4. **Governance**

- 4.1 The agreement shall consist of the original agreement and any subsequent amendments to the agreement.
- 4.2 This agreement shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the agreement. To the extent that a provision of the agreement 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 agreement shall remain in force between the parties.
- 4.3 The exclusive venue for any legal proceeding relating to or arising out of the agreement shall be in the Circuit Court of Cole County, Missouri.

5. **Business Compliance**

- 5.1 The Judicial Circuit shall comply with all local, state, and federal laws and regulations related to the performance of the agreement.
- 5.2 The Judicial Circuit must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this agreement that it is presently, and will remain, in compliance with such laws.
- 5.3 The Judicial Circuit 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.
- 5.4 The Judicial Circuit shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations, and executive orders to the extent that these may be applicable.

6. **Human Rights**

- 6.1 The Judicial Circuit shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the agreement. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
 - h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);

- j. Missouri Governor's E.O. #05-30; and
- k. The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders which may apply to the services provided under the agreement.

7. **Recordkeeping**

- 7.1 The Judicial Circuit shall maintain auditable records for all activities performed under this agreement. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum:
- a. the specific number and type of service units provided;
 - b. itemized revenues and expenditures related to the performance of the agreement;
 - c. the number and type of clients served;
 - d. detailed documentation of services provided to each client, included progress notes;
 - e. any and all records necessary for performing a full audit of the Judicial Circuit's performance under the agreement;
 - f. and other relevant records.
- 7.2 The Judicial Circuit shall allow the Department or its authorized representative to inspect and examine the Judicial Circuit's premises and/or records which relate to the performance of the agreement at any time during the period of the agreement and thereafter within the period specified herein for the Judicial Circuit's retention of records.
- 7.3 The Judicial Circuit shall retain all records pertaining to the agreement for five (5) years after the close of the agreement year unless audit questions have arisen or any legal action is contemplated or filed within the five (5) year limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The Judicial Circuit shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the Judicial Circuit to retain and produce records shall continue even after the agreement expires or is otherwise terminated by either party.

8. **Monitoring/Compliance**

- 8.1 The Department reserves the right to monitor the agreement throughout the effective period of the agreement to ensure compliance with the requirements of the agreement. Additionally, the Department reserves the right to audit all records related to the Judicial Circuit's performance under the agreement for a period of five (5) years from the expiration date of the agreement.
- a. The Judicial Circuit shall cooperate with any Department review of records and other documentation related to the Judicial Circuit's performance under the agreement.
- 8.2 In the event the Department determines the Judicial Circuit to be non-compliant, or at risk for non-compliance with the requirements of the agreement, the Department shall have the right to impose special conditions or restrictions on the Judicial Circuit to bring the Judicial Circuit into compliance or to mitigate the risk of non-compliance.
- a. The Department shall provide written notification to the Judicial Circuit of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.
 - b. Special conditions or restrictions may include, but are not limited to:
 - 1) requiring the Judicial Circuit to obtain additional technical assistance;
 - 2) requiring additional levels of prior approval from the Department for agreement activities;
 - 3) requiring additional or more detailed financial reports and/or other documentation;
 - 4) additional, ongoing agreement monitoring/oversight by the Department; and/or
 - 5) requiring the submission and implementation of a corrective action plan.

9. **Confidentiality**

- 9.1 All discussions with the Judicial Circuit and all information gained by the Judicial Circuit as a result of the Judicial Circuit's performance under the agreement shall be confidential, to the extent required by law.
- 9.2 The Judicial Circuit shall release no reports, documentation, or material prepared pursuant to the

agreement to the public without the prior written consent of the Department, unless such disclosure is required by law.

- 9.3 If required by the Department, the Judicial Circuit and any required Judicial Circuit's personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 9.4 The Judicial Circuit shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the agreement. Such safeguards shall include, but not be limited to:
- a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
 - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
 - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the agreement;
 - d. Policies and procedures implemented by the Judicial Circuit to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

10. **Insurance**

- 10.1 The Judicial Circuit shall agree that the State of Missouri cannot save and hold harmless and/or indemnify the Judicial Circuit or employees against any liability incurred or arising as a result of any activity of the Judicial Circuit or any activity of the Judicial Circuit's employees related to the Judicial Circuit's performance under the agreement. Therefore, the Judicial Circuit 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 agreement.

11. **Termination**

- 11.1 In the event funds and/or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the Department, the obligation of each party hereunder shall thereupon be terminated immediately upon receipt of written notice from the Department.
- 11.2 The Judicial Circuit may terminate this agreement with thirty (30) calendar days written notice. Any written notification shall be sent by certified mail, first class postage paid.
- 11.3 When the Department determines that there are reasonable grounds to believe that a Judicial Circuit is not in compliance with the operating standards established by this contract, the Department may give thirty (30) calendar days written notice to the Judicial Circuit that the Department is terminating the grant. In the alternative, the Department may give thirty (30) calendar days written notice to the Judicial Circuit that the Department is suspending all or a portion of any grant subsidy payment until the required standard of operation has been met.
- 11.4 A revocation or suspension shall immediately take effect upon written notice from the Department if the Department has reason to believe the grant was obtained by fraud, trick, misrepresentation, or concealment of any material fact; the grant was issued by inadvertence or mistake and the Judicial Circuit was not qualified to receive the grant; or the Judicial Circuit has endangered the safety of a youth. Whenever the Department terminates or suspends a JCD Grant, the Judicial Circuit who is aggrieved by the action shall have a right to an administrative hearing before the Department or the Department's designee. The Judicial Circuit must make a written request for an administrative hearing within ten (10) calendar days of the date of the notice of the termination or suspension. At the sole discretion of the Department, the Department may allow the Judicial Circuit an opportunity to cure any deficiencies in the standard of operation of the recipient's program pending the hearing before the Department or the Department's designee. The Department shall be authorized to recoup funds from the Judicial Circuit if the Department

determines after an administrative hearing that funds were improperly expended. When an agreement is terminated for cause, the Judicial Circuit shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

11.5 In the event of termination all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the Judicial Circuit pursuant to the terms of the agreement shall, become the property of the State of Missouri.

12 Invoicing and Payment Requirements:

12.1 The Judicial Circuit shall invoice the Department for actual and necessary costs incurred by the Judicial Circuit in delivering project services during the invoice period. Total annual expenditures shall not exceed the amount on Attachment 1 - Approved Budget.

- a. The Judicial Circuit will be reimbursed for services by submitting invoices on a monthly basis to the Department. Invoices submitted shall contain the name of the Judicial Circuit, the itemization of actual expenditure incurred, and the calculation of that itemization. The invoice shall be accompanied by documented verification of the qualifying expenditure, i.e. copies of invoices. If invoice for other qualifying expenditures are not received, such as payroll and benefits, the Judicial Circuit shall submit vouchers, warrant requests or other documentation the Judicial Circuits accounting system requires for authorization for payment. Payment to the Judicial Circuit shall be made in arrears on receipt of a properly itemized invoice with supporting documentation and after a determination has been made by the Department that such expenditure was appropriate under the terms of the agreement.
- b. The Judicial Circuit shall develop and implement a program requiring, a new application to be completed and approved by the Department for client subsidy toward the cost of diversion programming.
- c. The invoice must contain an original signature by the Judicial Circuit's duly authorized representative and be submitted electronically to the Department at dysfiscal@dss.mo.gov, unless hard copy submission is agreed upon in writing by the Department. Invoices must be submitted monthly and no later than the 15th of the following month. The June invoice should be submitted to the Department no later than the 15th of June each year so payment can still be processed from that fiscal year's funds. If hard copy submittal is approved, the Judicial Circuit shall submit the hard copy invoice to:

Department of Social Services
Division of Youth Services
Fiscal Unit
P.O. Box 447
Jefferson City, MO 65102

12.2 Prior to any payments becoming due under the agreement, the Judicial Circuit must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make payments through Electronic Funds Transfer.

- a. If not already submitted, the Judicial Circuit needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- b. The Judicial Circuit must submit invoices on the Judicial Circuit's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the Judicial Circuit to properly apply the Department's payment to the invoice submitted. The Judicial Circuit may obtain detailed information for payments issued for the past twenty-four (24) months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at:

<https://www.vendorpay.oa.mo.gov>.

12.3 By submitting the invoice, the Judicial Circuit certifies that the expenses are true, accurate, and in accordance with the agreement pricing. All costs shall be supported by properly propagated and executed payrolls, time records, invoices, agreements, vouchers or other official documentation evidencing in proper

detail the nature and propriety of the charge. All checks, payroll, and accounting documents pertaining in whole or in part to the agreement shall be clearly identified and readily accessible if called upon.

- 12.4 Unit prices must be linked to tangible deliverables which are classified according to the program activities.
- 12.5 After receipt and approval of a valid invoice, the Judicial Circuit shall receive payment for the actual services delivered and the actual expenses incurred during each monthly billing period. All payments shall be based on the applicable guaranteed not-to-exceed annual total price.
- 12.6 The Judicial Circuit shall accept payment within the timeframes required by the State of Missouri for processing invoices.
- 12.7 Notwithstanding any other payment provision of the agreement, failure of the Judicial Circuit to submit required reports when due, or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under the agreement unless such failure arises out of causes beyond the control, and without the fault or negligence, of the Judicial Circuit.

Exhibit 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by 2 CFR Part 180.

(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 Judicial Circuit.
- (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.

Boone County (13th Circuit)
Company Name

073755977
DUNS #

Mary Epping
Authorized Representative's Printed Name

Court Administrator
Authorized Representative's Title

Mary Epping
Authorized Representative's Signature

8/9/19
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.

