

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

19th

day of

April

20

16

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


Now on this day the County Commission of the County of Boone does hereby award bid 11-19FEB16 – Point to Point Metro Ethernet for Public Works North to Missouri Network Alliance d/b/a Bluebird Network of Lee’s Summit, MO.

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

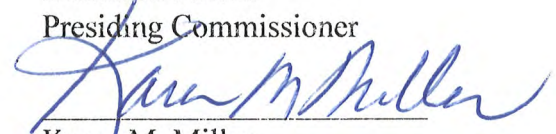
Done this 19th day of April, 2016.

ATTEST:

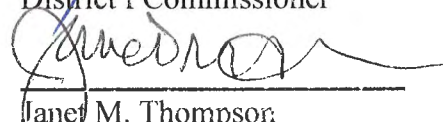
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: April 7, 2016
RE: Bid Award Recommendation: *11-19FEB16 - Point to Point Metro Ethernet for Public Works North*

Request for Bid *11-19FEB16 - Point to Point Metro Ethernet for Public Works North* closed on February 19, 2016. One bid was received. Aron Gish, Boone County Information Technology Director recommends award to Missouri Network Alliance, d/b/a Bluebird Network of Lee's Summit, Missouri for offering the lowest and best bid.

There is a one-time installation fee of \$2,500 and a per month charge of \$1,008 (\$9,556 for 2016). Invoices will be paid from department 2040 – Public Works Maintenance Operations, account 48002 – Data Communications. \$15,000 is budgeted.

ATT: Bid Tab

cc: Bid File
Greg Edington, Public Works
Aron Gish, Information Technology

**PURCHASE AGREEMENT FOR
POINT TO POINT METRO ETHERNET
FOR PUBLIC WORKS NORTH**

THIS AGREEMENT dated the 19th day of April 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Missouri Network Alliance, L.L.C. d/b/a Bluebird Network**, herein "Contractor" or "CenturyLink".

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 **Point to Point Metro Ethernet for Boone County Public Works North**, County of Boone Request for Bid number **11-19FEB16** including Introduction and General Condition of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Prior Experience, Boone County Standard Terms and Conditions, Work Authorization Certification, Annual Prevailing Wage Order #22, Addendums Number One, Two and Three, as well as the Bid Response dated February 17, 2016 and executed by Stephen M. Crane on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with 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 and the terms, conditions, provisions and requirements contained in the bid specifications shall control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish and deliver services to provide Point to Point Metro Ethernet for Public Works North **for the period June 1, 2016 through May 31, 2017 with four one-year renewal option periods** for the pricing detailed within. All Point to Point Metro Ethernet service shall be provided in conformity with the bid specifications and as set forth in the Contractor's response. All proposed pricing shall remain firm through the end of the final renewal period.

Point to Point Metro Ethernet	One-Time Installation Cost	Service Cost Per Month
25 Mb Private line	\$2,500.00	\$1,008.00

3. **Delivery** - Contractor agrees to provide Metro Ethernet service with 45 calendar days after receiving Notice to Proceed.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of a correct invoice; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

6. Transient Employers - Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

7. OVERHEAD LINE PROTECTION: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

8. 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.

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

10. 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:

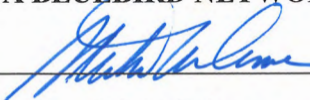
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

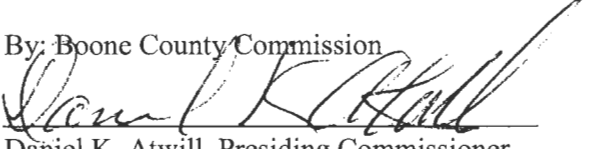
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any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

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

**MISSOURI NETWORK ALLIANCE, LLC
D/B/A BLUEBIRD NETWORK**

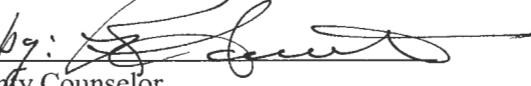
BOONE COUNTY, MISSOURI

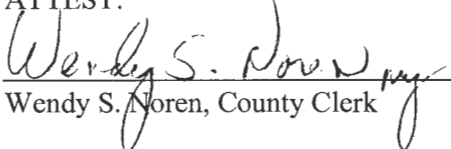
By: 
Title: Chief Operating Officer

By: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

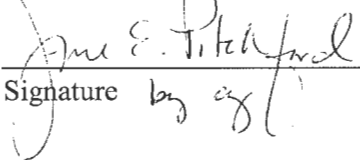
ATTEST:


County Counselor


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u></u>	2040 / 48002 / \$2,500-one-time installation; \$1,008/month	
Signature <i>by</i> <u>ag</u>	Date 4/8/16	Appropriation Account

4. Response Form

- 4.1. Company Name: Missouri Network Alliance dba Bluebird network
- 4.2. Address: 800 N.W. Chipman Road, Suite 5750
- 4.3. City/Zip: Lee's Summit MO. 64063
- 4.4. Phone Number: 816-237-2152
- 4.5. Fax Number: 816-361-8848
- 4.6. E-Mail Address: Jeremy.Buck@Bluebirdnetwork.com
- 4.7. Federal Tax ID: 43-1852975

- 4.7.1. Corporation
- Partnership - Name Missouri Network Alliance dba Bluebird network
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.8. **PRICING** – The bidder must complete the following pages in their entirety for each item identified below. The bidder must also complete and return Attachment A, Prior Experience.

4.9. BASE BID: INTERNET SERVICE PROVIDER

SERVICE LOCATION: Boone County Government Center, 801 E. Walnut, Columbia, MO

Point to Point Metro Ethernet	One-Time Installation Cost	Service Cost per Month	Hardware Lease \$/Month
25Mb Private line	\$ 2500	\$ 1008	\$ 0

4.10. OPTIONAL BID: SECONDARY INTERNET CONNECTION

Point to Point Metro Ethernet	One-Time Installation Cost	Service Cost per Month	Hardware Lease \$/Month
50Mb Private line	\$ 2500	\$ 1105	\$ 0
100Mb Private line	\$ 2500	\$ 1560	\$ 0

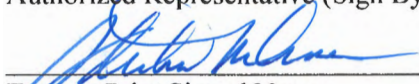
4.11. Termination Fee	\$ 2000
4.12. Estimated Delivery: number of calendar days required to provide Metro ethernet service following receipt of Notice to Proceed:	<u>45</u> days
4.13. Renewals: Maximum percent increase for any renewal period	<u>0</u> %

Note: the percentage increase will be taken into consideration during the evaluation of cost.

4.14. Customer Service Support – Days & Hours of Availability	Days: 7 Days a weak 365 a year
	Hours: 24 Hrs
4.17. Provide an itemized list of any items with pricing not included above that Bidder deems necessary to provide Internet Service Providers services	

4.18. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.18.1. Authorized Representative (Sign By Hand):



4.18.2. Type or Print Signed Name:

STEPHEN M. CRANE

4.18.3. Today's Date: 02/17/2016

4.19. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

X Yes _____ No

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for: City of Columbia

Company Name: Information Technology
 Address: 701 E. Broadway, Columbia Mo. 65205

Contact Name: Mark Neckerman IT Director
 Telephone Number: 573-874-7120

Date of Contract: 1/12/2012
 Length of Contract: 3 year Agreement

Description of Prior Services (include dates): City of Columbia contracted with Bluebird Network to provided dedicated internet access in 7/3/2003 and has since upgraded bandwidth 4/26/2007 and 4/18/2013.

2. Prior Services Performed for: State of Missouri Office of Administration

Company Name: Information Technology Services Division
 Address: 301 West High Street, Room 208

Contact Name: Jason Volkart Director of Networks & Communications
 Telephone Number: 573-751-9657

Date of Contract: 1/12/12 to 7/1/2015
 Length of Contract: 36 month

Description of Prior Services (include dates): Today Bluebird serves 53 locations for the State of Missouri providing 5Mb to 1G dedicated internet access at various locations.

3. Prior Services Performed for: City of Independence

Company Name: Independence Power and Light
 Address: 21500 E Truman Rd Independence MO. 64056

Contact Name: John George Communications Manager
 Telephone Number: 816-325-6281

Date of Contract: May 26 2015
 Length of Contract: 36 month

Description of Prior Services (include dates): City of Independence is a new client for Bluebird and we provide a symmetrical 1Gig connect. Circuit is in place and have been activated in the time requested. Contract was signed May 26th 2015 and services delivered by July 1st 2015.



Company ID Number: 426385

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 426385

North American Industry Classification Systems Code:	517
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	3
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 3 site(s)	

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

Name:	Kim Wagner	Fax Number:
Telephone Number:	(573) 777 - 4213	
E-mail Address:	kim.wagner@bluebirdnetwork.com	

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

STEPHEN M. CRANE COO
Name and Title of Authorized Representative

 02/17/2016
Signature Date

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of Cass)
)ss
State of Missouri)

My name is Stephen M. Crane. I am an authorized agent of Missouri Network Alliance dba Bluebird Network (Company).

I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: Point To Point Metro Ethernet

[Signature] 04/04/2016
Affiant Date

Stephen M. Crane
Printed Name

Subscribed and sworn to before me this 4th day of April, 2016.

[Signature]
Notary Public

ROSEMARY F. HUFFMAN
Notary Public - Notary Seal
State of Missouri
County of Cass
My Commission Expires June 21, 2016
Commission #12412090

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

State of Missouri, personally came and appeared (name and title)

_____ of the (name of company)

Missouri Network Alliance dba Bluebird Network (a corporation) (a partnership) (a proprietorship)

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is effective as of _____, 2015 (“Effective Date”), by and between Missouri Network Alliance LLC, dba Bluebird Network, LLC, a Missouri limited liability company, having its principal place of business at 2005 W. Broadway, Building A, Suite 110, Columbia, Missouri 65203 (“Bluebird”), and **Customer**, a **State** Corporation having its principal place of business at **Address** (“Customer”) (each a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Customer wishes to purchase Service from Bluebird;

WHEREAS, Bluebird desires to provide Service to Customer; and

WHEREAS, Customer and Bluebird desire the provision and purchase of Service from and after the Effective Date to be pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are acknowledged, the Parties hereto hereby agree as follows:

1. DEFINITIONS

1.1 “**Affiliate**” of a Party shall mean any entity that directly or indirectly owns or controls; is owned or controlled by; or, is under common ownership or control with such Party. Entity shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any state in the United States. For the purposes of this definition, “ownership” and “owned” shall mean any entity that has beneficial interest or equity interest of more than fifty percent (50%) or more in an entity. For purposes of this definition, “control” and “controlled” shall mean the ability to direct or cause, directly or indirectly, the direction of the management, operating policies or affairs of an entity, whether by contract or otherwise.

1.2 “**Customer Equipment**” shall mean equipment and service beyond the point of demarcation and/or interconnected between Bluebird’s facilities and terminal equipment and the wiring at the point of demarcations shall be the responsibility of the Customer.

1.3 “**Firm Order Confirmation**” or “**FOC**” shall mean an order confirmation document in which Bluebird accepts an order.

1.4 “**Service**” shall mean the following services provided by Bluebird under this Agreement, as more fully described in Attachment A of this Agreement: [Check all that apply] TDM Transport Services, Data Networking/Ethernet Transport Services, Wavelength Services, Dedicated Internet Access Services and Collocation Services.

1.5 “**Service Commencement Date**” shall mean the date on which a Service is accepted.

**ATTORNEY CLIENT PRIVILEGED
BLUEBIRD PROPRIETARY AND CONFIDENTIAL**

1.6 “**Service Level Agreement**” shall mean the performance requirements applicable to each Service, as defined in Attachment A-2 of this Agreement.

1.7 “**Special Construction Charges**” shall mean a one-time charge assessed for any construction of facilities required in the provision of Services to Customer.

1.8 “**Start of Service Date**” for a particular Service shall mean the date to which Bluebird commits in a FOC for the Service to be installed and ready for testing.

2. SCOPE

The Attachments listed in the table below are hereby made a part of and incorporated into this Agreement.

Attachment	Title
A-1	Service Description(s)
A-2	Service Level Agreement(s)
B	Service Order Form
C	Escalation Procedures / Contact List

3. ORDERING AND PROVISIONING OF SERVICE

3.1 For Service to be ordered, Customer shall request a service order from Bluebird. Bluebird shall return to Customer a service order in the form provided as Attachment B to this Agreement. Customer must sign and return the service order to Bluebird. Bluebird will accept an order by issuing to Customer a FOC referencing the applicable order within five (5) business days after receipt of the order. The FOC will specify the Start of Service Date, which may be modified in writing by Bluebird, provided that Bluebird returns an updated FOC to Customer with the modified Start of Service Date. Each order will be effective and binding on the Parties only upon issuance of the FOC. Any terms and conditions that are typed, printed or otherwise included in any order that conflict or are inconsistent with the terms of this Agreement will have no force or effect, unless the Parties expressly agree in writing that such conflicting or inconsistent terms control. The Parties agree that Customer may submit an order to Bluebird via e-mail or facsimile, upon execution by a duly authorized Customer representative.

3.2 Subject to the terms and conditions of this Agreement, Bluebird shall, directly or through one or more of its Affiliates, provide Customer the Service pursuant to an order accepted by Bluebird in accordance with this Article 3. Notwithstanding the provision of Service through one or more of its Affiliates, Bluebird shall in all instances remain fully financially, legally and technically responsible for such Service hereunder as if Bluebird were providing the Service itself.

3.3 Bluebird Facilities. Except as otherwise agreed in writing, title to all Bluebird Facilities shall remain with Bluebird or its designated Affiliate. Bluebird will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to,

**ATTORNEY CLIENT PRIVILEGED
BLUEBIRD PROPRIETARY AND CONFIDENTIAL**

rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, without the prior written consent of Bluebird. Customer shall not utilize Facilities for any purpose other than that for which is contemplated by the Service Order.

3.4 Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Customer Order) to allow Bluebird, upon Bluebird's request, to remove the Facilities from the Customer Premises: (i) after termination, expiration or cancellation of the Service Term of any Service in connection with which the Facilities were used; or (ii) for repair, replacement or otherwise as Bluebird may determine is necessary or desirable, subject to Bluebird's exercise of reasonable efforts to minimize disruptions to the Service caused thereby.

3.5 Customer shall not take any action that causes the imposition of any lien or encumbrance on the Facilities and, to the extent a lien or encumbrance is imposed by operation of law. If Customer fails to discharge any lien filed against Bluebird's Facilities within seven (7) days after written notice is sent by Bluebird, Bluebird may discharge the lien without liability and assess all costs and expenses to Vendor. Failure to reimburse Bluebird is considered a breach of contract.

3.6 Any stated deployment objective is contingent upon factors within Bluebird's control. There will be no penalties to Bluebird should the delivery of sites be delayed beyond the deployment objective date due to factors outside of its control so long as Bluebird has made all reasonable effort to meet the deployment objective date. This includes, but is not limited to, delays in receipt of any permits allowing the Bluebird to install fiber along the proposed fiber path within sufficient time to complete installation of the necessary fiber optic cable.

4. ACCEPTANCE TESTING AND USE OF SERVICE

4.1 Customer shall have five (5) business days after a Service has been installed to test the Service ("Test Period"). The Test Period shall commence on the date that Bluebird notifies Customer that the Service is ready to be tested, whether or not any associated Customer or third-party equipment, software or services are installed or ready for use that may be necessary for Customer to use or test the Service. If, prior to the conclusion of the Test Period, the Service fails to meet the applicable Service Level Agreements, Customer may reject the Service by notifying Bluebird in writing that the Service does not conform to the Service Level Agreements and providing Bluebird with a copy of the test results ("Non-Conformance Notice"). Upon receipt of a Non-Conformance Notice, Bluebird shall use commercially reasonable efforts to remedy any deficiencies with the Service. Once any such deficiencies have been remedied or Bluebird determines that the Service conforms to the applicable Service Level Agreements, Bluebird will provide written notice to Customer, which shall result in the commencement of a new Test Period.

4.2 Notwithstanding the above, Customer shall be deemed to have accepted the applicable Service if no Non-Conformance Notice is delivered to Bluebird within the Test Period or if Customer makes commercial use of the Service.

**ATTORNEY CLIENT PRIVILEGED
BLUEBIRD PROPRIETARY AND CONFIDENTIAL**

4.3 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of this Agreement. Customer shall not use, or permit the use of the Service, in a manner that will impair Bluebird's network or facilities or the ability of other Bluebird customers to use Bluebird's services.

5. MAINTENANCE AND REPAIR

5.1 Bluebird will perform routine network maintenance ("Routine Network Maintenance") for network improvements and preventive maintenance. Unless otherwise agreed to by the Parties, Routine Network Maintenance will be performed during the following window: 12:01 a.m. - 6 a.m. Local Time, Monday through Friday, Bluebird will use commercially reasonable efforts to provide at least two (2) days' notice to Customer, which may be by email, of all Routine Network Maintenance that could affect Customer's Service.

5.2 Bluebird will perform non-regularly scheduled maintenance which is required to address a serious degradation or loss of Service to Customer or to protect Bluebird's network from immediate material harm ("Emergency Maintenance"). Emergency Maintenance may be performed outside of the routine maintenance window as deemed reasonably necessary by Bluebird. Bluebird will provide notice to Customer of Emergency Maintenance to Customer as soon as is commercially practicable.

5.3 Bluebird will maintain a point-of-contact who is available twenty-four (24) hours a day, seven (7) days a week, including U.S. National holidays for Customer's designated personnel to report a Service Failure, receive the status of a pending order, and escalate when appropriate. Bluebird's contact information and escalation procedures are set forth in Attachment C. Bluebird shall provide all customer support to Customer's designated personnel only. Customer is solely responsible for interfacing with its other employees in addressing or resolving any Service Failure.

5.4 When Customer believes that a Service Failure has occurred, Customer may contact Bluebird to open an investigation of the cause of the Service Failure ("Trouble Ticket"). Once Bluebird has opened a Trouble Ticket, the Service Failure shall be deemed to have been reported, and Bluebird will initiate diagnostic testing and isolation activities to confirm the existence, determine the source, and assess the severity of the Service Failure. If there is a Service Failure, Bluebird and Customer will cooperate to restore Service. If the Service Failure is caused by a factor outside the control of Bluebird, Bluebird will cooperate with Customer to conduct testing and repair activities at Customer's cost.

5.5 Except as otherwise provided in this Agreement, a "Service Failure" will mean an unavailability of the Service to carry traffic between two termination points or a degradation of Service resulting from failure to meet any applicable Service Level Agreements.

5.6 In the event Bluebird opens a Trouble Ticket and the problem resides with Customer's equipment or facilities or results in a "No Trouble Found," or the Service issue is due to Customer's acts or omissions, Customer will pay Bluebird at its standard rates for the time and expense incurred by Bluebird in connection with such Trouble Ticket.

5.7 When Customer provides its own equipment, Bluebird shall have no obligation to install or maintain or repair the equipment. If, on responding to a Customer initiated service call,

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Bluebird and Customer jointly determine that the cause of the service deficiency was a failure, malfunction or the inadequacy of equipment other than Bluebird's equipment, Customer shall compensate Bluebird for actual time and materials expended during the service call.

6. FEES, BILLING, AND PAYMENT

6.1 The fees for the Services will be set forth in the executed Service Order form(s) (Attachment B) of this Agreement. Such fees do not include applicable federal, state or local sales, use, excise taxes, or regulatory fees or surcharges in connection with the Service furnished to Customer under this Agreement, whether imposed on the Service, Bluebird, or Customer (collectively, "Taxes"). Customer shall be responsible for and shall pay all Taxes, except any Taxes for which Customer provides Bluebird with a duly executed exemption certificate with respect to any exemption from Taxes claimed by Customer and any Taxes that are based upon Bluebird's net income.

6.2 Customer agrees that, in addition to the Taxes described in Article 6.1, Customer shall be responsible for and shall pay all charges incurred by Bluebird in acquiring telecommunications facilities from third-party providers necessary to provide Service to Customer ("Third-Party Charges"). Customer acknowledges that Third-Party Charges may increase during the Term and that payment for any increased Third-Party Charges is the responsibility of the Customer.

6.3 Billing will commence with Bluebird's first regular billing cycle after the Service Commencement Date. Monthly recurring charges ("MRC") will be invoiced in advance each month. When the Service Commencement Date occurs on a day other than the first day of the month or when Service is terminated on a day other than the last day of the month, any MRC for that month shall be prorated accordingly. Non-recurring charges ("NRC") and Third-Party Charges will be invoiced no later than the second regular billing cycle after such charges are incurred.

6.4 Customer shall pay Bluebird's invoices no later than thirty (30) days of the date of each such invoice ("Payment Period"). Except for amounts in dispute, interest not to exceed 1.5% monthly may be charged on the unpaid balance not paid within the Payment Period. If the interest rate set out above exceeds the maximum rate allowable by law, then the interest rate chargeable shall be equal to the maximum rate allowed by law. Customer agrees to reimburse Bluebird for any costs incurred as a result of any collection activity, including without limitation reasonable attorneys' fees and court costs.

6.5 If Customer disputes any invoice, Customer shall notify Bluebird within fifteen (15) days of the date of such invoice, specifying with particularity the basis of any such dispute. Customer may withhold payment of the amount in good faith dispute, provided that Customer shall pay the undisputed amount of any invoice. The Parties will cooperate in good faith to resolve any dispute.

6.6 If a disputed amount is determined to be a legitimate charge, interest not to exceed 1.5% monthly may be charged on the balance not paid within the original Payment Period. If the

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interest rate set out above exceeds the maximum rate allowable by law, then the interest rate chargeable shall be equal to the maximum rate allowed by law.

6.7 No charges may be disputed more than ninety (90) days after the date such charges are invoiced, and, if not disputed within that time, all such charges shall be deemed valid and undisputed by Customer.

7. SERVICE LEVELS

7.1 Bluebird will provide each Service in accordance with applicable Service Level Agreements. All Service Level Agreements, unless otherwise specified, will be measured on a calendar month basis and shall only be calculated for full calendar months during the Term.

7.2 A Service Failure may result in a credit to Customer in accordance with the requirements of Attachment A (each, a “Service Level Credit”). The overall maximum Service Level Credits issued in any month for a specific Service shall not exceed the total MRC for that specific Service, excluding any applicable Taxes or Third-Party Charges. Except as otherwise provided in this Agreement, Service Level Credits are Customer’s sole and exclusive remedy for a Service Failure.

7.3 In the event Customer is entitled to a Service Level Credit as a result of a Service Failure, Bluebird will credit Customer for the affected Service for the Service Failure no later than the second subsequent monthly invoice issued to Customer for the affected Service.

7.4 A Service Failure will not be deemed to have occurred, and Customer will not be entitled to receive and Bluebird will not be required to provide a Service Level Credit, if the failure to meet a Service Level Agreement arose from or relates to any of the following:

- (a) the negligence, error, acts or omissions of Customer or others acting on Customer’s behalf or authorized by Customer to use the Service;
- (b) the failure of Customer-provided equipment;
- (c) Bluebird or its agents are not afforded access to the premises under Customer’s control where such access is necessary to repair or maintain the Service;
- (d) Any period when Customer has released the Service to Bluebird for maintenance and repair or rearrangement purposes;
- (e) Any period when Customer elects not to release the Service to Bluebird for maintenance and repair or rearrangement purposes and continues to use it on an impaired basis;
- (f) a Force Majeure Event; and
- (g) a breach by Customer of its obligations under this Agreement.

8. TERM; TERMINATION

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8.1 This Agreement begins on the Effective Date and, unless earlier terminated in accordance with this Article 8, continues for an initial term of three (3) years (“Initial Term”). This Agreement shall automatically renew and be extended for two (2) consecutive periods of one (1) year unless either Party provides notice of termination at least ninety (90) days prior to the end of the then current term (“Renewal Term” and together with the Initial Term, the “Term”). The term of a Service will be specified in the applicable service order and will commence on the Service Commencement Date (“Service Term”). Upon expiration of the Service Term, the Service Term shall continue on a month to month basis at the same monthly rate(s) until terminated by (a) Customer upon thirty (30) days written notice to Bluebird, or (b) Bluebird upon sixty (60) days written notice to Customer.

8.2 Customer may terminate the Agreement upon ninety (90) days’ prior written notice of such termination to Bluebird; provided, however, that if the termination of the Agreement is during the Initial Term and if the Agreement is not terminated for cause pursuant to Article 8.4, Customer shall pay to Bluebird the Early Termination Fee described in Article 8.6 below.

8.3 Customer may terminate a Service upon thirty (30) days’ prior written notice of such termination to Bluebird; provided, however, that if the termination of the Service is on or after the Service Commencement Date but before the end of the applicable Service Term and if the Service is not terminated for cause pursuant to Article 8.5, Customer shall pay to Bluebird the Early Termination Fee described in Article 8.7 below. In the event Customer terminates a Service at any time prior to the applicable Service Commencement Date, Customer shall pay Bluebird: (a) the cost of any third party-imposed termination liability or any Third-Party Charges incurred by Bluebird as a result of such termination; (b) any NRC for installation and/or special construction; and (c) all other costs associated with provisioning the Service reasonably incurred by Bluebird prior to such termination.

8.4 Either Party may terminate this Agreement for cause upon written notice and without penalty effective immediately upon provision of such notice if:

(a) the other Party fails to perform any material obligation under this Agreement and such nonperformance is not remedied within thirty (30) days after receipt of a written notice of an intent to terminate the entire Agreement, which shall clearly set forth the material term of this Agreement alleged to have been breached along with a description of the specific circumstances alleged to constitute such breach; or

(b) the other Party fails to make any undisputed payment or disputed payment resolved in favor of Bluebird under this Agreement and such amount is thirty (30) days past due and such failure is not remedied within ten (10) business days after receipt of written notice thereof; or

(c) the other Party liquidates or is adjudicated as bankrupt or insolvent; makes a general assignment for the benefit of its creditors; invokes any provision of law for general relief from its creditors; initiates any proceeding seeking general protection from its creditors; has a trustee or receiver appointed; or has a petition by or on behalf of the Party to take advantage of any debtor’s act or to reorganize under bankruptcy or similar laws.

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8.5 Rather than seeking to terminate the Agreement under Article 8.4, either Party may terminate a specific Service for cause upon written notice and without penalty effective immediately upon provision of such notice if the other Party fails to perform any material obligation under this Agreement and such nonperformance is not remedied within thirty (30) days after receipt of a written notice of an intent to terminate the Service, which shall clearly set forth the material term of this Agreement alleged to have been breached along with a description of the specific circumstances alleged to constitute such breach. If a Party chooses to terminate a specific Service under this Article 8.5 rather than the Agreement under Article 8.4, such Party unconditionally and irrevocably waives its right to terminate the Agreement for the breach giving rise to the termination of the specific Service.

8.6 Except for termination for cause as provided in Article 8.4, in the event Customer terminates the Agreement prior to the expiration of the Initial Term, Customer shall pay to Bluebird an Early Termination Fee equal to:

(a) One hundred percent (100%) of the remaining MRC due under the Agreement for the Initial Term, including ensuring all costs and expenses incurred by Bluebird to terminate the terminated Service, including without limitation any Third-Party Charges or applicable third-party termination liability are recovered.

8.7 Except for termination for cause as provided in Article 8.5, in the event Customer terminates a Service on or after the Service Commencement Date but before the end of the applicable Service Term, Customer shall pay to Bluebird an Early Termination Fee equal to either:

(a) One hundred percent (100%) of the remaining MRC due for the affected Service's Service Term, including ensuring all costs and expenses incurred by Bluebird to terminate the terminated Service, including without limitation any Third-Party Charges or applicable third-party termination liability are recovered.

8.8 Customer may, upon written notice to Bluebird, discontinue or terminate a Service, prior to the end of the applicable Service Term, without payment of an Early Termination Fee, if Customer (a) replaces the affected Service with a different Service and places an order for such replacement Service no later than thirty (30) days after discontinuance or termination of the original Service, so long as the replacement Service has a value (determined by multiplying the MRC for such replacement Service and Service Term for such replacement Service) equal to or greater than the original Service (such value determined by multiplying the number of months remaining in the original Service's remaining Service Term by such Service's MRC), and (b) pays to Bluebird the NRC and/or Special Construction Charges, if any, associated with the replacement Service, and the costs and expenses incurred by Bluebird to terminate the terminated Service, including without limitation any Third-Party Charges or applicable third-party termination liability.

8.9 Within sixty (60) days of the termination or expiration of the Agreement or any Service, Customer will provide access to Bluebird and its agents to Customer's premises during Customer's normal business hours to remove any Bluebird equipment installed on Customer's premises. If any Bluebird equipment remains on any Customer premises following such 60-day period, Customer may dispose of any Bluebird equipment without liability of any kind.

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9. WARRANTIES AND LIABILITY

9.1 Each Party represents and warrants to, and covenants with, the other Party that (a) it is duly incorporated, validly existing, and in good standing as a company under the laws of the jurisdiction of its formation; (b) it has full authority to execute and perform this Agreement; and (c) it is not under obligation, contractual or otherwise, to any other entity that might conflict, interfere or be inconsistent with any of the provisions of this Agreement.

9.2 EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, BLUEBIRD MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING BLUEBIRD'S SERVICES, AND EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

9.3 EXCEPT FOR LOSSES OR DAMAGES TO THIRD PARTIES ARISING OUT OF ANY OBLIGATION OF INDEMNITY HEREUNDER, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY WHATSOEVER TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR REVENUE IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED OR DONE HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. INDEMNIFICATION

10.1 Each Party ("Indemnifying Party") will defend, indemnify and hold harmless the other Party, its affiliates and their respective directors, officers, employees, successors, assigns and agents (each, an "Indemnified Party") from and against any and all claims, losses, liabilities, damages, settlements, costs and expenses (including, without limitation, reasonable attorneys' fees) and any other liability to the extent arising out of or relating to any claim, action or proceeding brought by any third party based upon: (a) any breach by the Indemnifying Party of any warranties or representations made in the Agreement; (b) the Indemnifying Party's negligence or willful misconduct in the performance under this Agreement that results in any bodily injury (including illness or death) or property damage; and (c) any breach by the Indemnifying Party of its confidentiality obligations under this Agreement.

10.2 For each claim or action for which the Indemnified Party seeks indemnification pursuant to this Article 10, the Indemnified Party shall provide the Indemnifying Party prompt written notice of such claim or action.

10.3 The Indemnifying Party will use counsel reasonably satisfactory to the Indemnified Party to defend each indemnified claim, and the Indemnified Party will cooperate (at the Indemnifying Party's expense) with the Indemnifying Party in the defense. Neither Party will consent to the entry of any judgment or enter into any settlement without the other Party's prior written consent, which consent will not be unreasonably withheld.

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10.4 Each Party's obligation to defend under this Agreement is independent of its obligation to indemnify under this Article 10. Each Party's obligations under this Article 10 are independent of any other obligation of such Party under this Agreement.

11. CONFIDENTIALITY

11.1 As used in this Agreement, "Confidential Information" shall mean all nonpublic information disclosed by either Party ("Disclosing Party") to the other Party (the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information does not include any information that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party; (c) is received from a third party without a duty of confidentiality; or (d) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information provided by the Disclosing Party.

11.2 The Receiving Party may use Confidential Information only to exercise its rights and perform its obligations under this Agreement. Except as expressly provided for in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Additionally, the Receiving Party will restrict the possession, knowledge and use of Confidential Information of its employees and contractors who have a need to know Confidential Information in exercising its rights or performing its obligations under this Agreement.

11.3 The Receiving Party may disclose Confidential Information as required by law; provided, however, that the Receiving Party shall (a) when permitted by law, give the Disclosing Party prompt written notice of a disclosure requirement to allow the Disclosing Party to seek a protective order or other appropriate remedy, (b) take reasonable actions and provide reasonable assistance to the Disclosing Party to secure confidential treatment of the Confidential Information at the cost of the Disclosing Party, and (c) disclose only such Confidential Information as is required by law.

12. FORCE MAJEURE EVENT

12.1 Neither Party shall be held in default under, or in noncompliance with, the provisions of this Agreement (except for an obligation to pay fees) where such default or noncompliance was caused by a "Force Majeure Event." A Force Majeure Event means an event or circumstance beyond the reasonable control of a Party that could not have been avoided or corrected through such Party's exercise of reasonable diligence, including, but not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war and other military conflicts, insurrection, riots, incidences of terrorism, acts of vandalism, hacking, Denial Of Service attacks, actions or inactions of any government instrumentality, fire, flood, or other acts of God.

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12.2 If a Party is prevented from fulfilling its contractual obligations due to a Force Majeure Event (“Affected Party”), the Affected Party must promptly notify the other Party in writing of the Force Majeure Event, giving details of the Force Majeure Event circumstances, its anticipated effect upon the Affected Party’s performance under this Agreement and the steps that the Affected Party is taking to remedy the delay. Upon providing such notice, the obligations of the Affected Party will be suspended to the extent caused by the Force Majeure Event so long as the Force Majeure Event continues, provided that the Affected Party undertakes all necessary and reasonable actions within its control in order to limit the extent of the consequences caused by the Force Majeure Event.

13. MISCELLANEOUS

13.1 Except as otherwise provided in this Agreement, neither Party may assign any part or all of this Agreement without the other Party’s prior written consent, which shall not be unreasonably withheld or delayed. Any attempt by either Party to assign in violation of this Article 13.1 is void in each instance. However, either Party may, upon written notice to the other Party, assign part or all of this Agreement: (a) to its Affiliates or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction.

13.2 This Agreement is governed by the laws of the state of Missouri, excluding any conflicts of law rules or principles. Each Party irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in Missouri for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts. Except as otherwise provided in this Agreement, all notices, demands, requests, or other communications under this Agreement shall be in writing and delivered by hand delivery (including overnight mail delivery service or courier), postage prepaid, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid, to the persons whose names and business addresses appear below and such notice shall be effective on the date of receipt by the receiving Party:

If to Bluebird:	Bluebird Network LLC 2005 W. Broadway Building A, Suite 110 Columbia, MO 65203 Attn: Chief Executive Officer
<i>with a copy to:</i>	Bluebird Network LLC 800 N.W. Chipman Rd, Suite 5750 Lee’s Summit, MO 64063 Attn: Director, Business Development
If to Customer:	_____ _____ _____
<i>with copy to:</i>	_____

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13.3 If any part of any provision of this Agreement is determined to be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

13.4 Neither Party will waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waiver granted under this Agreement will be effective only if stated in a writing signed by the Party granting such waiver.

13.5 The rights and remedies of each of the Parties under this Agreement are cumulative, and either Party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.

13.6 The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties shall survive the completion of performance and termination of this Agreement, including, without limitation, indemnification requirements and the making of any and all payments hereunder.

13.7 This Agreement does not create or confer any rights or benefits enforceable by any person not a party to it.

13.8 This Agreement, together with all associated Attachments, all of which are hereby incorporated into this Agreement by this reference, constitute the complete and final agreement of the Parties pertaining to the Services and supersede the Parties' prior or contemporaneous agreements, understandings and discussions relating to the Services. No modification of this Agreement or any order will be binding unless in writing and signed by the Parties.

[SIGNATURE PAGE FOLLOWS]

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**SIGNATURE PAGE TO THE
MASTER SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by its duly authorized representative.

Bluebird Network LLC

By: 

Name: Stephen M. Crane

Title: Chief Operating Officer

Date: 04/04/2016

Customer

By: 

Name: DANIEL K. ATWILL

Title: PRESIDING COMMISSIONER

Date: 4-19-16

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**ATTACHMENT A-1
SERVICE DESCRIPTIONS
ALL SERVICES**

**Master Service Agreement effective _____, 2015 Bluebird Network,
LLC (BBN) and [Customer]**

Dedicated Internet Access (DIA) Service

1. Product Description

BBN offers a comprehensive suite of high-quality, high-speed Internet options -- Ethernet connections from 5 Mbps ports to 10 Gbps ports, as well as traditional connections T1 connections. Internet Services are high capacity, synchronous, full duplex, Internet Protocol (“IP”) Services connecting the Customer’s network to BBN Internet backbone. Internet services conform to MEF standards.

A. Ethernet Internet Services

Ethernet 100 Mbps - 5 Mbps to 50 Mbps in 5 Mbps increments, 50 Mbps to 100 Mbps in 10 Mbps increments.

Ethernet 1Gbps – 50 Mbps to 500 Mbps in 50 Mbps increments, 500 Mbps to 1 Gbps in 100 Mbps increments.

Ethernet 10 Gbps – 1 Gbps to 10 Gbps in 500 Mbps increments.

Ethernet 10 Gbps – 1 Gbps to 10 Gbps in 500 Mbps increments

B. Traditional Internet Services

T1 - 1.5 Mbps.

NxT1 - multiple bonded T1s – 3 Mbps to 12 Mbps, in 1.5 Mbps increments.

Note: Not all services available in all markets.

2. Available Features:

- Primary DNS (for up to 10 domains)

- Secondary DNS available at no charge (up to 50 domains)

- IP address space with proper justification- 24x7 network surveillance (excludes Customer’s equipment)

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- One (1) “Class C” Sequential Public IP Address Block (IPv4)
- One (1) “Class C” IP Block is not be on a blacklist or has not been blacklisted previously
- Updates will be completed to public hosted DNS in < three (3) hours
- External router which shall be configured and managed 24 hours a day, 7 days a week, 365 days a year technical service support as needed. (24x7x365)
- Diversity options available upon request
- Unrestricted ability for customer to perform its own monitoring, measuring traffic usage, set alerts and set thresholds
- Online bandwidth utilization reports
- BGP peering

3. Additional Terms and Conditions

Usage: Customer will not knowingly originate the transmission of, or store, material in violation of any Federal or state laws or regulations, including, but not limited to, obscenity, indecency, defamation or infringement of trademark or copyright. Customer must comply with Acceptable Use Policy (seen at <http://www.bluebirdnetwork.com/acceptableuse/>); either may be reasonably modified from time to time.

Time Division Multiplexed (TDM)

1. Product Description

High-capacity dedicated transport service between two sites supporting DS1, DS3 and OCn Service.

DS1 (1.544 Mbps), DS3 Service (44.736 Mbps) – Dedicated, high-capacity, full-duplex Service.

OCn – (155.52 Mbps, 622.08 Mbps, 2.488 Gbps, 9.953 GBPS) – Optical Carrier signaling standard based on SONET frame structure as defined in Bellcore standards.

Protected Services – Service providing an ability to support failure to recovery via redundant electronics in the Network, diverse routing between two BBN Network POPs, or both.

Unprotected Services – Service providing a single transport path between two locations, without redundant electronics or divers routing capabilities.

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Wavelength Services

Product Description

Fully transparent, clear channel data stream transmitted via a Wavelength Division Multiplexing (WDM) network.

1 Gbps, 2.5 Gbps and 10 Gbps speeds. Wavelength Services are only available for On-Net Service.

Ethernet Virtual Private Line (EVPL) Service

I. Product Description

EVPL is a point-to-point Layer 2 Ethernet service between any two IEEE-compliant User Network Interfaces (“UNIs”). These UNIs may be connected with other IEEE-compliant UNIs at a variety of speed intervals, regardless of the platform or device that enables them.

The EVPL service is comprised of a UNI at each site combined with Ethernet Virtual Connections (“EVC”) between UNIs to be used to create a point-to-point or hub and spoke network topology. Each UNI and EVC is priced separately. EVPL may be ordered as: (a) a port-based private line with limited but dedicated line rate speeds (Ethernet Private Line of “EPL” which is available with a protected or unprotected configuration); (b) a transparent service between two UNIs (Ethernet Virtual Private Line or “EVPL” which is only available in a protected configuration); or (c) a multiplexed VLAN-based solution with dedicated or shared EVCs that span between UNIs, and is available at a variety of speed intervals.

The multiplexed EVPL service provisions with three or more locations is commonly referred to as point to multipoint or, because of its architecture, may be referred to as “VLAN-based” point-to-point. The multiplexed EVPL service resembles a “hub and spoke” topology, where the “hub” has several VLAN-based services aggregating into a single multiplex UNI or NNI. The UNI is available as 100 Mbps, 1 Gbps, or 10 Gbps Ethernet port and may be ordered as a transparent or multiplexed interface. The EVC is available in various bandwidth increments from 5 Mbps to 10 Gbps. The UNI conforms to MEF standards, and the terminology and configurable options associated with BBN’s multiplexed EVPL Services typically follow MEF standards.

EVPL Services

EVPL 100 Mbps - 5 Mbps to 50 Mbps in 5 Mbps increments, 50 Mbps to 100 Mbps in 10 Mbps increments.

EVPL 1Gbps – 50 Mbps to 500 Mbps in 50 Mbps increments, 500 Mbps to 1 Gbps in 100 Mbps increments.

Bluebird MSA

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EVPL 10 Gbps – 1 Gbps to 10 Gbps in 500 Mbps increments

Note: Not all services available in all markets.

Available Features:

- 24x7 network surveillance (excludes Customer's equipment)
- Online bandwidth utilization reports

Ethernet Local Area Network (E-LAN) Service

I. Product Description

Ethernet Local Area Network (E-LAN) Service is a fully meshed Ethernet Service that provides a managed end-to-end solution for three or more customer locations over the Bluebird Network. E-LAN Services conform to E-LAN MEF standards, encapsulating Customer traffic using layer 2 tunnels. To transport Ethernet frames across the Bluebird Network, an Ethernet connection will be made between Bluebird Network's central office Ethernet switch and an aggregation router on the Bluebird Network.

E-LAN is provisioned on diverse and redundant paths, meaning that if there is an interruption on one of the paths, the E-LAN traffic is automatically re-routed onto a secondary path until the primary path is restored.

E-LAN Services

E-LAN 100 Mbps - 5 Mbps to 50 Mbps in 5 Mbps increments, 50 Mbps to 100 Mbps in 10 Mbps increments.

E-LAN 1Gbps – 50 Mbps to 500 Mbps in 50 Mbps increments, 500 Mbps to 1 Gbps in 100 Mbps increments.

E-LAN 10 Gbps – 1 Gbps to 10 Gbps in 500 Mbps increments

Note: Not all services available in all markets.

Available Features:

- Any-to-any connectivity
- BBN differentiates customer traffic on the shared infrastructure through unique logical connections for each customer.
- Various bandwidth increments of Enterprise E-LAN Service are offered over 100M, 1000M, 10G End User Ethernet ports.

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- Port-based pricing
- Full port line rate to the Customer
- Full-duplex service
- Ethernet ring topology
- REP and RSTP spanning tree network restoration protocols (Sub-second convergence and failover time)
- Virtual separation between customer traffic streams (802.1q VLAN tagging)
- Quality of Service options



Attachment B – Service Order
ACCESS SERVICE REQUEST

ASR ID:

Version: _____ Circuit #:

Billing Information:

Order Date:
Company Name:
Customer Contact:
Address:

Company Type:
Fed. Tax ID No:
Company Class:

Tax Exempt:
Surcharge Exemption:

Circuit Information:

Service: Protocol:	Type:	Signal Type:	Line Coding: Protection:
Requested Service Date:		Contract Term:	Year (s)
Expedite: NO		Requested test date:	
A Node ID:	A POPID:		A Handoff:
Z Node JD:	Z POPID:		Z Handoff:
Notes:			

End Equipment Provider:

Charges:

Missouri Network Alliance LLC DBA Bluebird Network, LLC
800 NW Chipman Road, Suite 5750, Lees Summit, MO 64063 (816) 361-8821

Customer Premise Address

Location A:

Location Z:

Contact Name

Class

Contact Name

Class

Comments:

Missouri Network Alliance LLC DBA Bluebird Network, LLC
800 NW Chipman Road, Suite 5750, Lees Summit, MO 64063 (816) 361-8821

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BLUEBIRD PROPRIETARY AND CONFIDENTIAL**

Notice:

() This Service Order is subject to Bluebird's standard Terms and Conditions, which the Customer acknowledges and agrees are hereby incorporated by reference into this Service Order, and, upon Bluebird's acceptance of the Service Order, shall (together the Terms and Conditions) constitute a valid and binding contract between Customer and Bluebird. By signing this Service Order, Customer acknowledges that it has had the opportunity to review the Terms and Conditions (located at www.Bluebirdnetwork.com under About Us/Regulatory). Terms used in this Service Order but not otherwise defined shall have the same meanings ascribed to them in the Terms and Conditions.

() This Service Order is subject to the Master Services Agreement ("Agreement") between Customer and Bluebird, which the Customer acknowledges and agrees is hereby incorporated by reference into this Service Order. Terms used in this Service Order but not otherwise defined shall have the same meanings ascribed to them in the Agreement.

If outside plant construction is required for this Service Order, Customer acknowledges factors beyond the control of Bluebird may adversely impact the services pricing and/or delivery schedule, which does not constitute a default or failure to perform on delivery of the service as defined within this Service Order.

Service Order due date changes may be requested one (1) time per Service Order, and the revised due date and Service Commencement Date must be within thirty (30) days of the initial requested due date.

Customer Representative Signature

Title

Date

Missouri Network Alliance LLC DBA Bluebird Network, LLC
800 NW Chipman Road, Suite 5750, Lees Summit, MO 64063 (816) 361-8821

**ATTORNEY CLIENT PRIVILEGED
BLUEBIRD PROPRIETARY AND CONFIDENTIAL**

**ATTACHMENT C
ESCALATION PROCEDURES/CONTACT LIST**

Master Service Agreement effective _____, 2015, by and between Bluebird Network, LLC (BBN) and Customer (Customer)

Trouble reporting procedures for Bluebird circuits will be as follows:

1. All outages and service degradations will be reported to Bluebird NOC by Customer via telephone. Customer representative is to report trouble to Bluebird at:
(877) 766-2662 or (620) 588-4427
Customer should be prepared to give the following information:
 - a. Company Name
 - b. Company Contact Person
 - c. Company Contact Person Callback Number
 - d. Bluebird Circuit ID Number(s)
 - e. Description of Trouble and Severity (Service Affecting vs. Degradation)
 - f. Any additional information to help expedite troubleshooting
2. Bluebird NOC will respond by notifying Bluebird's On-Call Technician who will open a "Network Trouble Ticket (NTT)" and immediately begin troubleshooting the cause of the outage/degradation.
3. Bluebird's On-Call Technician will contact Customer within one hour to provide an update on the status of the NTT.
 - a. In the event the outage exceeds two (2) hours, Bluebird will automatically escalate to the next higher level of management within Bluebird as appropriate.
 - b. Bluebird personnel will make every effort to update Customer personnel each hour until the outage/degradation is resolved.

The following escalation list of numbers should be used when reporting problems for escalation:

First Level:

Elliott Gillespie- Lead Field Engineer/Technician
Desk: 816-237-2134
Mobile: 816-645-4848

Second Level:

Mike Hanson- Director of Operations
Desk: 816-237-2124
Mobile: 816-877-6428

Third Level:

Steve Crane- Chief Operating Officer
Desk: 816-237-2123
Mobile: 816-718-3996



BOONE COUNTY, MISSOURI

Request for Bid #: 11-19FEB16 – Point to Point Metro Ethernet Connection

ADDENDUM #1 - Issued February 2, 2016

This addendum is issued in accordance with the Request for Bid Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Respondent's Response Form.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

1. Will a microwave solution be acceptable?

A microwave solution shall only be acceptable if it meets all the requirements of the bid specifications.

2. Is a non-penetrating roof mount acceptable on the Columbia end of a microwave path?

Bid responses that include a non-penetrating roof mount shall specifically spell out any and all mounting requirements and all details of the installation process.

By: *Cheli Haley*
Cheli Haley,
Buyer

RESPONDENT has examined **Addendum #1** to Request for Bid # *11-19FEB16 – Point to Point Metro Ethernet Connection*, receipt of which is hereby acknowledged:

Company Name: Missouri Network Alliance dba Bluebird Network

Address: 2005 W. Broadway Building A Suite 110 Columbia, MO. 65203

Phone Number: 816-237-2152 Fax Number: _____

E-mail: Jeremy.Buck@bluebirdnetwork.com

Authorized Representative Signature: *Stephen M. Crane* Date: 02/17/2016

Authorized Representative Printed Name: STEPHEN M. CRANE



BOONE COUNTY, MISSOURI

Request for Bid #: 11-19FEB16 – Point to Point Metro Ethernet Connection

ADDENDUM #2 - Issued February 5, 2016

This addendum is issued in accordance with the Request for Bid Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Respondent's Response Form.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

- 1. What is the height of the roof of the 801 East Walnut Street building above ground level?**

Approximately 36 feet.

By: *Cheli Haley*
Cheli Haley,
Buyer

RESPONDENT has examined **Addendum #2** to Request for Bid # *11-19FEB16 – Point to Point Metro Ethernet Connection*, receipt of which is hereby acknowledged:

Company Name: Missouri Network Alliance dba Bluebird Network

Address: 2005 W. Broadway Building A Suite 110 Columbia, MO. 65203

Phone Number: 816-237-2152 Fax Number: _____

E-mail: Jeremy.Buck@bluebirdnetwork.com

Authorized Representative Signature: *Stephen M. Crane* Date: 02/07/2016

Authorized Representative Printed Name: STEPHEN M. CRANE



BOONE COUNTY, MISSOURI

Request for Bid #: 11-19FEB16 – Point to Point Metro Ethernet Connection

ADDENDUM #3 - Issued February 11, 2016

This addendum is issued in accordance with the Request for Bid Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Respondent's Response Form.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

1. Where will the cable ends at each address be located?

A switch will be provided at 780 East Highway 124 to connect the cable end. The cable end at 801 East Walnut will be on the 2nd floor in the server room.

2. Is there an existing cable chase from the roof of the building at 801 East Walnut to the server room on the 2nd floor of the building? If not, is wall or roof penetration allowed?

There is no existing cable chase, and the County prefers that no part of the building be penetrated for cabling purposes.

3. Is it possible to put up a tower at 780 East Highway 124?

A tower at this address would need to be formally approved by the Boone County Commissioners. It is unlikely that an approval would be granted prior to the bid closing date.

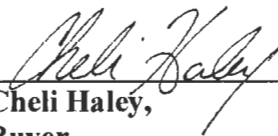
4. The deadline for questions shall be 5:00 p.m. on February 17, 2016. No further questions regarding this bid will be accepted after that date.

5. Respondents submitting a Bid Response in an amount exceeding \$50,000.00 shall be required to furnish the following bonds:

a. **Bid Bond** – Bidder shall include with bid a certified check, Treasurer's check or cashier's check, or a bidder's bond payable to the County of Boone for five percent (5%) of Amount of Bid. If this bid is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the bid guaranty shall be forfeited to the County. Bid guaranties will be returned as per Section 103.3, Missouri Standard Specifications for Highway Construction.

b. **Performance Bond & Labor and Material Payment Bond** – The successful Contractor shall pay for and furnish, when applicable, within ten (10) days

after written notice of acceptance of estimate, a Performance Bond and a Labor and Materials Payment Bond. Contractor shall provide and pay the cost of both bonds, each in the full amount of the "Not to Exceed" amount for the estimated work. Bonds shall be issued by a Surety Company licensed in Missouri, with an "A" minimum rating of performance as stated in the most current publication of Best's Key Rating Guide, Property Liability, which shall show a financial strength rating of at least five (5) times the Contract Price. Each bond shall be accompanied by a Power of Attorney authorizing the Attorney-in-Fact to bind the Surety and certified to include the date of the bond.

By: 
Cheli Haley,
Buyer

RESPONDENT has examined **Addendum #3** to Request for Bid # *11-19FEB16 – Point to Point Metro Ethernet Connection*, receipt of which is hereby acknowledged:

Company Name: Missouri Network Alliance dba Bluebird Network

Address: 2005 W. Broadway Building A Suite 110 Columbia, MO. 65203

Phone Number: 816-237-2152

Fax Number: _____

E-mail: Jeremy.Buck@bluebirdnetwork.com

Authorized Representative Signature:  Date: 02/17/2016

Authorized Representative Printed Name: STEPHEN M. CRANE



High Speed Internet Access
RFB 11-19FEB16
RFB Response
Boone County Purchasing



Boone County Commission

Boone County Government Center
801 E. Walnut, Rm 333
Columbia, MO 65201-7732

Submitted By: Jeremy Buck
Enterprise Sales Executive
800 N.W. Chipman Road, Suite 5750
Lee's Summit, MO. 64063
Phone 816-237-2152
Jeremy.Buck@Bluebird.com



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

Request for Bid (RFB)

Cheli Haley, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: chaley@boonecountymmo.org

Bid Data

Bid Number: **11-19FEB16**
Commodity Title: **Point to Point Metro Ethernet Connection**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, February 19, 2016**
Time: **2:00 P.M. CST (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street
Columbia, MO 65201**
Directions: **The Purchasing office is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.**

Pre-Bid Conference (Optional)

Day / Date: **Wednesday, February 10, 2016**
Time: **2:00 P.M. CST**
Location: **Boone County Government Center
801 E. Walnut Street, Conference Room 301
Columbia, MO 65201**

Bid Opening

Day / Date: **Friday, February 19, 2016**
Time: **2:00 P.M. CST (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street
Columbia, MO 65201**

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**
Attachment A **Prior Experience**
Attachment B **Standard Terms and Conditions**
Attachment C **E-Verify Documents including Instructions for Compliance with House Bill 1549, Work Authorization Certification, Certification of Individual Bidder, Individual Affidavit**
Attachment D **Debarment Form**

Attachment E **Affidavit of Compliance with OSHA**
Attachment F **Affidavit of Compliance with the Prevailing Wage Law**
Attachment G **Annual Wage Order No. 22**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. An **optional pre-bid conference** has been scheduled for **February 10, 2016 at 2:00 p.m.** at the Boone County Government Center, 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.
- 1.3.3. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

2.1. ITEMS TO BE PROVIDED - Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform Point to Point Metro Ethernet Services for Boone County - Missouri as specified herein.

2.2. CONTRACT DURATION - The contract shall be effective from ^{June} March 1, 2016 through ^{May 31} Feb 29, 2017. This contract may be renewed in writing by the County for four (4) additional one (1) year periods following expiration of the first contract period.

2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.

2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.

2.3. CONTRACT EXTENSION - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

2.4. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

2.5. PRICING - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, fuel surcharges, etc.

2.6. Service Location - The point to point metro Ethernet service will be between the Boone County Government Center, 801 East Walnut Street, Columbia, Missouri 65201 and Public Works North, 780 E Hwy 124, Hallsville MO 65255.

2.7. GENERAL CONDITIONS

2.7.1. The resulting contract shall be for Internet Service Provider services as requested by the Boone County Information Technology Department, and as outlined herein.

2.7.2. Contractor must provide -

2.7.2.1. Point to point private line metro Ethernet connection

2.7.2.2. 99.9% service uptime

2.7.2.3. All metro Ethernet equipment

2.7.4. Desired features -

2.7.4.1. The ability to monitor and report on usage

2.8. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

2.8.1. The Contractor to whom the point to point metro Ethernet connection contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.

2.8.2. The Contractor must supply three references that this service has been provided for three consecutive years. Attachment A - Prior Experience may be used.

2.8.3. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind.

2.8.4. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way

relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.

- 2.8.5. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Boone County Information Technology Manager.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 2.9.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.9.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.9.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract,

contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

- 2.10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.11. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.12. **PREVAILING WAGE** - Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. **Prevailing Wage Order Number 22** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.13. **Overhead Line Protection:** **The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.14. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
 - 2.14.1. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**
 - 2.14.2. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the

Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

2.15. **INVOICING AND PAYMENT**

- 2.15.1. Billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate invoice.

2.16. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.16.1. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. An **optional pre-bid conference** has been scheduled for **Wednesday, February 10, 2016 at 2:00 p.m.** at the Boone County Government Center, 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are strongly urged to attend.
- 2.16.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, Boone County Annex, 613 E. Ash, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: chaley@boonecountymo.org.
- 2.16.3. **Designee** – Aron Gish, Director of Information Technology, 801 E. Walnut, Columbia, MO 65201.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

Standard Terms and Conditions

Boone County Purchasing
613 E. Ash, Room 109
Columbia, MO 65201
Cheli Halcy, Buyer

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

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 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.
19. **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.

ATTACHMENT C

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

NA 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

NA 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

NA 3. I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

NA
Applicant _____ Date

NA
Printed Name _____

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

NA
Date

NA
Signature

NA
Social Security Number
or Other Federal I.D. Number

NA
Printed Name

On the date above written _____ NA _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

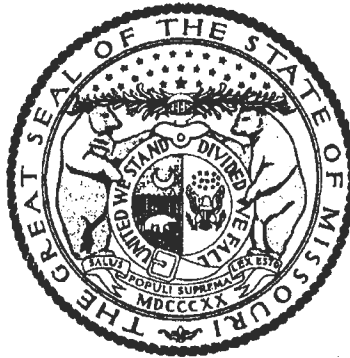
Notary Public

My Commission Expires:

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 010

BOONE COUNTY

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

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2015

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	1/16		\$32.36	55	60	\$21.41
Boilermaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction\Lineman)	9/15		\$42.52	43	45	\$5.00 + 36.5%
Lineman Operator	9/15		\$36.70	43	45	\$5.00 + 36.5%
Groundman	9/15		\$28.38	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier	10/15		\$26.57	122	76	\$11.33
Ironworker	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason	10/15		\$21.66	124	74	\$12.68
Marble Finisher	10/15		\$14.14	124	74	\$9.08
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer	10/15		\$29.30	12	4	\$14.87
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter	10/15		\$21.66	124	74	\$12.68
Tile Finisher	10/15		\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

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

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

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

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

**REPLACEMENT PAGE
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NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

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

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

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

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction\Lineman)	9/15	\$42.52	9	12	\$5.00 + 36.5%
Lineman Operator	9/15	\$36.70	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	10/15	\$23.90	32	31	\$9.73 + 3%
Groundman	9/15	\$28.38	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	10/15	\$17.64	32	31	\$7.72 + 3%
Laborer					
General Laborer	6/15	\$27.36	2	4	\$12.82
Skilled Laborer	6/15	\$27.36	2	4	\$12.82
Millwright	6/15	\$30.41	23	16	\$15.55
Operating Engineer					
Group I	6/15	\$27.74	21	5	\$23.91
Group II	6/15	\$27.39	21	5	\$23.91
Group III	6/15	\$27.19	21	5	\$23.91
Group IV	6/15	\$23.54	21	5	\$23.91
Oiler-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

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

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

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. **For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

19th

day of

April

20

16

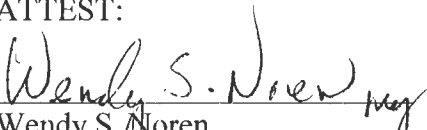
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National Joint Powers Alliance (NJPA) Cooperative Contract 080114 – HPI to purchase one (1) Henderson Dust Suppression System.

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.

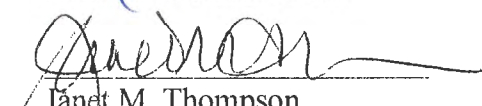
Done this 19th day of April, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Phil Fichter
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: April 11, 2016
RE: Cooperative Contract: 080114-HPI - Dust Suppression System

Public Works requests permission to utilize the National Joint Powers Alliance (NJPA) cooperative contract number 080114-HPI to purchase one (1) Henderson Dust Suppression System.

Total cost of contract is \$25,883 and will be paid from department 2040 – PW Maintenance Operations, account 91300 – Machinery & Equipment. This is a new purchase, there will be no disposal form for replacement machinery or equipment. \$27,000 is budgeted.

cc: Greg Edington, PW
Contract File

**PURCHASE AGREEMENT
FOR
Henderson Dust Suppression System**

THIS AGREEMENT dated the 19th day of April 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Henderson Products, 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 **dust suppression system** in compliance with all bid specifications and any addendum issued for the **National Joint Powers Alliance (NJPA) Contract 080114-HPI, Henderson Products, Inc.** quote dated **March 7, 2016** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the **National Joint Powers Alliance (NJPA) Contract 080114-HPI** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) new **dust suppression system** as follows:

Henderson Dust Suppression System (25% off list)

Henderson LAS
1800 Gallon tank assembly
Hoop kit
Henderson heavy duty steel stand
Retractable legs for loading
3400 Gallon ILO 1800
635 GMP Centrifugal Cast Iron Pump with ceramic Seal
Permco motor Series 30
Cab Mounted Controls
Air Lines run to the rear for valve operation
(2) Air Spray Heads mounted on the rear tube for spraying of water

Total **\$25,883.00**

3. **Delivery** - Vendor agrees to deliver dust suppression system, complete with all equipment quoted and installed, ready to put in service, **within 60-75 calendar days** after receipt of order. Delivery shall be FOB Destination – with freight charges fully included and prepaid. The seller pays and bears the freight charges. Delivery address shall be: Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

4. **Title** – If applicable, title in the name of: Boone County Public Works. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing

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

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

7. **Termination** - This agreement may be terminated by the County upon thirty 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.

HENDERSON PRODUCTS, INC.

by Timothy Brumm
title Sales Rep.

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

by: [Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, 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.)

[Signature]
Signature by gl

4/12/16
Date

2040-91300 - \$25,883

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

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



March 7, 2016

TO: Melinda Bobbitt
Boone County MO
613 East Ash Street, Room 109
Columbia, MO, 65201
573-886-4391

RE; NJPA Contract Number 080114-HPI

Dear Melinda,

As requested below is the quote for the Dust Suppression system requested.

Base Contract Product

Henderson LAS
1800 Gallon tank assembly
Hoop Kit
Henderson Heavy duty steel Stand
Retractable legs for loading
Total Cost of base package **\$16,577.00**

NON Contract Items to make Dust Suppression system

3400 Gallon ILO 1800
Berkeky B3ZRMS B684164 X 3 Hydraulic Driven system
635 GMP Centrifugal Cast Iron Pump with ceramic Seal
Permco motor Series 30
Cab Mounted Controls
Air Lines run to the rear for valve operation
(2) Air Spray Heads mounted on rear tube for spraying of water.

Total of all non Contract items **\$9,306.00**

Total cost of unit **\$25,883.00**



Closing paragraph...

Regards,

Name | Title

Henderson Products, Inc.

PH: (419) 617-7509

cc:

Contract Award
RFP #080114

FORM D



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

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

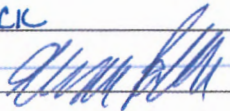
In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations,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

Company Name: HENDERSON PRODUCTS INC Date: AUG 6 2014

Company Address: 1085 SOUTH 3RD STREET PO BOX 40

City: MANCHESTER State: IA Zip: 52051

Contact Person: GLENN BECK Title: VP SALES & MARKETING

Authorized Signature (ink only):  GLENN BECK
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 080114 SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

HENDERSON PRODUCTS, INC.
Proposer's full legal name

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

The effective start date of the Contract will be October 21, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature:

[Handwritten Signature]
NJPA Executive Director

Dr. Chad Coquette
(Name printed or typed)

Awarded this

21st

day of

October

, 20 14

NJPA Contract Number # 080114-HPI

NJPA Authorized signature:

[Handwritten Signature]
NJPA Board Member

Scott Vernon
(Name printed or typed)

Executed this

21st

day of

October

, 20 14

NJPA Contract Number # 080114-HPI

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

Vendor Name Henderson Products Inc

Vendor Authorized signature:

[Handwritten Signature]

Glenn Beck

(Name printed or typed)

Title: VP Sales & Marketing

Executed this

23rd

day of

October

, 20 14

NJPA Contract Number # 080114-HPI



**National Joint Powers Alliance® (herein NJPA)
REQUEST FOR PROPOSAL (herein RFP)**

for the procurement of

**SNOW AND ICE HANDLING EQUIPMENT WITH RELATED
ACCESSORIES, SERVICES, AND SUPPLIES**

RFP Opening

August 1, 2014

8:00 A.M. Central Standard Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #080114

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES. Details of this RFP are available beginning June 3, 2014 and continuing until July 24, 2014. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until July 31, 2014 at 4:30 p.m. Central Standard Time at the above address and opened August 1, 2014 at 8:00 A.M. Central Standard Time.

RFP Timeline

June 3, 2014

Publication of RFP in the print and online Minneapolis Star Tribune, in the print version of the Salt Lake News within the state of Utah, in the print and online Daily Journal of Commerce within the State of Oregon, in print and online The State within the state of South Carolina, the NJPA website (njpacoop.org), MERX, noticetobidders.com, PublicPurchase.com, and Biddingo.

July 16, 2014

10:00 A.M. Central Standard Time

Pre-Proposal Conference (webcast – conference call - Connection information sent to all inquirers 2 business days prior to event)

July 24, 2014

Deadline for RFP requests and questions

July 31, 2014

4:30 P.M. Central Standard Time

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

August 1, 2014

8:00 A.M. Central Standard Time

Public Opening of Proposals

Direct questions regarding this RFP to: Maureen Knight at maureen.knight@njpacoop.org or (218)895-4114

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1 DEFINITIONS

A. CONTRACT

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

B. CURRENCY

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

C. EXCLUSIVE VENDOR

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

D. FOB

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

E. HUB PARTNER

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

F. PROPOSER

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

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

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

I. TIME

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

J. TOTAL COST OF ACQUISITION

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

K. VENDOR

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

2 ADVERTISEMENT OF RFP

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

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

3 INTRODUCTION

A. ABOUT NJPA

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

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

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

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

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

B. JOINT EXERCISE OF POWERS LAWS

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

found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

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

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

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

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

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

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

D. THE INTENT OF THIS RFP

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

3.11 Beyond our primary intent, NJPA further desires to:

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

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

3.11.3 Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;

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

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

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

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

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

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

E. SCOPE OF THIS RFP

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

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

3.17.1 In addition to **SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES** this solicitation should be read to include, but not limited to:

3.17.1.1 Plows, blades, wings, spreaders, solution distributors, chassis, blowers, salt, road deicing treatment, brine makers, snow melters, hydraulic systems for chassis upfitting, dump bodies, brooms, cutting edges, blade edges,

3.17.1.2 This solicitation shall NOT be construed to include: “Heavy Construction Equipment”, “Ag Tractors”, or “Paving, Patching, Crack Sealing equipment”.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

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

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

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

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

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

3.31.2.3 differentiate equipment/products and services from others.

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

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

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

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and

accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

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

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

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

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

B. PRE-PROPOSAL CONFERENCE

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

C. IDENTIFICATION OF KEY PERSONNEL

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

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

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

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

E. PROPOSAL FORMAT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

4.16 Submit all questions about this RFP, in writing, referencing **SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES** to Maureen Knight, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Maureen Knight at (218) 895-4114. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Maureen Knight. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

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

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

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

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

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

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and

Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

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

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

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

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

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

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

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer's Responses for this RFP entitled **SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES** will be received by Maureen Knight, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Maureen Knight 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

I. NJPA'S RIGHTS RESERVED

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

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

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

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

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

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

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

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

4.30.9 Extend proposal due dates.

5 PRICING

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

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

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

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

A. LINE-ITEM PRICING

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

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

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

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

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

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

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

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

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

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

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

C. COST PLUS A PERCENTAGE OF COST

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

D. HOT LIST PRICING

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

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

E. CEILING PRICE

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

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

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

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

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

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

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

G. TOTAL COST OF ACQUISITION

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

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

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

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

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

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

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

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

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

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

I. PRODUCT & PRICE CHANGES

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

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

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

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

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

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

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

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

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

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

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

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

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

5.36.2.1.2 Create a historical record of pricing.

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

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

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

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

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

J. PAYMENT TERMS

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

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

5.43.1 General leasing terms such as:

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

5.43.1.2 The index rate being adjusted; and

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

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

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

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

K. SALES TAX

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

L. SHIPPING

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

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

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

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

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

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

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

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

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

possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

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

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

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

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

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

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

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

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one level 2 responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

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

6.6 Level One Responsiveness includes:

6.6.1 received prior to the deadline for submission or it will be returned unopened;

6.6.2 properly addressed and identified as a sealed proposal with a specific opening date and time;

6.6.3 the required certificate of liability insurance, pricing document (with apparent discounts), answer to the level of discount (Form P, question 19) and all forms fully completed even if "not applicable" is the answer;

6.6.4 original signed, completed and dated RFP forms C, D, and F hard copy signed signature

page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;

6.6.5 an electronic copy (CD or flash drive) of the entire response; and

6.6.6 falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

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

C. PROPOSAL EVALUATION CRITERIA

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

6.8.1 Company Information & Financial Strength

6.8.2 Industry Requirements & Marketplace Success

6.8.3 Ability to Sell & Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value Added Attributes

6.8.7 Payment Terms & Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing & Delivery

6.8.11 Industry Specific Items

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

D. OTHER CONSIDERATION

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

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

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

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

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

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

E. COST COMPARISON

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

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

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

6.19 NJPA marketing expectations include:

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

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

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

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

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

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

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

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

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

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

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

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

G. CERTIFICATE OF INSURANCE

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

6.22 Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment C*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time

of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified.

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

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

6.23.1.1 Commercial General Liability – Occurrence Form

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

6.23.1.2 Each Occurrence \$1,500,000

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

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

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

H. ORDER PROCESS AND/OR FUNDS FLOW

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

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

I. ADMINISTRATIVE FEES

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

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

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

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

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

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

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

J. VALUE ADDED

6.31 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

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

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

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

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body

determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

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

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

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

K. WAIVER OF FORMALITIES

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

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

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

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

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

7.4 Specialized Service Requirements. In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and

employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

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

B. NJPA MEMBER SIGN-UP PROCEDURE

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

C. REPORTING OF SALES ACTIVITY

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

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

D. AUDITS

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

E. HUB PARTNER

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

7.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the

chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is “Executed for the Benefit of [NJPA Member Name].”

F. TRADE-INS

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

G. OUT OF STOCK NOTIFICATION

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

II. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

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

7.13.1 The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

7.13.2 The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

7.13.3 NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

7.13.4 The Vendor fails to observe any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

7.13.6 The Vendor fails to report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

7.13.8 In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all

issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

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

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

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

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

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

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

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

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

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

B. APPLICABLE LAW

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

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

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

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

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

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

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

8.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

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

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

C. ASSIGNMENT OF CONTRACT

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

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

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of

the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

F. DATA PRACTICES

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

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

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

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

G. ENTIRE AGREEMENT

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

H. FORCE MAJEURE

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

other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

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

J. HAZARDOUS SUBSTANCES

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

K. LICENSES

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

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

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

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

M. NON-WAIVER OF RIGHTS

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

N. PROTESTS OF AWARDS MADE

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

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

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

8.25.3 Identification of the solicitation by RFP number;

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

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

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

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

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

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

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

Q. SEVERABILITY

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

R. RELATIONSHIP OF PARTIES

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



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

Proposer Name: _____ Questionnaire completed by: _____

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

Name: _____ E-Mail address: _____

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

Company Information & Financial Strength

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

Industry Requirements & Marketplace Success

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer’s name, contact, and phone number.

- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer’s Ability to Sell and Deliver Service Nationwide

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

Marketing Plan

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

Other Cooperative Procurement Contracts

- 36) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.

- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
- 39) What is the annual combined dollar sales volume for each of these contracts?
- 40) Identify any GSA Contracts held or utilized by the Proposer.
- 41) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 42) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract?
 Yes No Explain and demonstrate your commitment and/or restrictions.
- 43) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

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

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

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

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

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____ Phone: _____

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

Author of your proposal response

Name: _____ Title: _____

Email: _____ Phone: _____

Your Primary Contact person regarding your proposal:

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information:

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

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



Company Name: _____

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

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

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

Proposer's Signature: _____ Date: _____

NJPA's clarification on exception/s listed above:

**Contract Award
RFP #080114**

FORM D



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

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

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

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____

(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA _____

Proposer's full legal name

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

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

National Joint Powers Alliance® (NJPA)

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

Awarded this _____ day of _____, 20____ **NJPA Contract Number # 080114**

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

Executed this _____ day of _____, 20____ **NJPA Contract Number # 080114**

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

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ **NJPA Contract Number # 080114**

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

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

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

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

Company Name: _____

Contact Person for Questions: _____

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

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject **SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES**

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

Reviewed by: _____ Its _____

_____ Its _____



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

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

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

Warranty

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

Equipment/Product/Services, Pricing, and Delivery

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

- 19) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are **(Your proposal will be deemed “Non-Responsive” if this question is not answered)**:
- _____ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
 - _____ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- 20) Do you offer quantity or volume discounts?
 _____ YES _____ NO Outline guidelines and program.
- 21) Describe in detail your proposed exchange and return program(s) and policy(s).
- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry Specific Items

n/a

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

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



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

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

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

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

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

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

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

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

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

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

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

Section 2. Vendor Name and Type of Change Request

AWARDED
VENDOR NAME:

NJPA
CONTRACT
NUMBER:

CHECK ALL CHANGES THAT APPLY:

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



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

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

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

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

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

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



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 4. Complete Restatement of Pricing Submitted

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

Yes No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

NJPA Executive Director Signature

Date



ADDENDUM ONE (1)
To that certain
NJPA RFP #080114
Issued by
National Joint Powers Alliance®
For the procurement of

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES AND SUPPLIES

Consider the following to be part of the above titled RFP:

- 1) Questions submitted by Potential Responders via email are listed in black font and NJPA answers are listed in blue:

Q: If Respondent were to offer turn key truck packages, would NJPA recognize a separate discount structure for the chassis and the snow and ice equipment? Ex. Chassis (certain amount off MSRP)/dump body, snow plow salt spreader, etc. (different amount off MSRP).

A: Yes, you can provide different discounts for the different "ala carte" options. Other contracts do incorporate different discounts for the different lines. The chassis can be discounted at a different rate than say the plows, the hydraulics, or whatever else the turnkey needs. You just need to clearly indicate the discount applied to everything, and wherever they differ.

Q: If Respondent were to offer turn key packages, can the local truck dealer of the NJPA member be considered as the "Dealer" without a formal documented relationship in place? Ex. NJPA member from Ohio want to purchase a snow and ice package off the contract. Vendor acquires chassis price from the NJPA member's local Dealer, the dealer provides the chassis applying Vendor's national NJPA discount. Chassis is dropped shipped from factory to Vendor, chassis is up-fit with snow and ice equipment and delivered to the NJPA member's local dealer. The unit is serviced through the local dealer.

A: Yes, you can include any authorized dealer of the chassis manufacturers in your proposal as a dealer in the contract. Simply indicate any such inclusions; it may be something as basic as stating for example, "Any authorized Mack dealer is included as a participating dealer in this contract." You would need to include all the OEMs and their respective dealer networks in your response.

- 2) All references to Central Standard Time (CST) in the RFP are meant to be Central Daylight Time (CDT).

ACKNOWLEDGMENT OF ADDENDUM ONE (1) TO RFP DISTRIBUTED VIA EMAIL ON JUNE 9, 2014

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____



ADDENDUM TWO (2)
To that certain
NJPA RFP #080114
Issued by
National Joint Powers Alliance®
For the procurement of

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES AND SUPPLIES

Consider the following to be part of the above titled RFP:

- 1) Questions submitted by Potential Responders via email are listed in black font and NJPA answers are listed in blue:

Q: What was the volume of sales NJPA had in the past year?

A: There was over \$1 billion of sales purchases off NJPA contracts in fiscal year 2013-2014

ACKNOWLEDGMENT OF ADDENDUM TWO (2) TO RFP DISTRIBUTED VIA EMAIL ON JUNE 24, 2014

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____



ADDENDUM THREE (3)
To that certain
NJPA RFP #080114
Issued by
National Joint Powers Alliance®
For the procurement of

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES AND SUPPLIES

Consider the following to be part of the above titled RFP:

- 1) Questions submitted by Potential Responders via email are listed in black font and NJPA answers are listed in blue:

Q: What is the definition of a small business?

A: The U.S. Small Business Administration determines what qualifies as a small business when it comes to government contracting. You can go to their website <http://www.sba.gov/content/am-i-small-business-concern> to determine if you qualify.

Q: At what time will the option to extend for a fifth year be announced?

A: Within the fourth year of the contract the fifth year optional renewal is decided per our Members' needs.

Q: Snow & ice removal isn't a relevant concern for New Mexico, Hawaii, etc. Will a lack of representation in these regions have a negative reflection on our company?

A: We evaluate the response in relation to industry and related geographic needs, always striving for ability to sell and service nationwide. Explain what geographical areas you cover and why.

Q: What is an example of a "Hub Partner" and what is a situation where a hub partner would be required?

A: The RFP's definition of a "Hub Partner" is as follows:

E. HUB PARTNER

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

Q: NJPA contract pricing is understood to be for finished goods. Are replacement/wear parts to be purchased on the 'open market' (in the same way that a non NJPA member would purchase parts)?

A: RFP section **3.23.1** states that "NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members. NJPA desires to provide a complete solutions." Provide any solutions you understand to be part of a complete solution in this industry category.

Q: We have discussed this project several times and it would benefit your association if we were to bid the chassis separately and have regional body companies submit bids as equipment differs extensively from State to State. It is not possible to bid "turnkey" solutions that would work for all markets.

A: Referencing the two sections from the RFP document (3.24.1.1 & 3.24.1.2), it indicates that there is potential value to our members for equipment/product only solutions, although generally soaking, complete turn-key is preferred.

Ideally, a response featuring Heavy Truck Chassis' would include a broad spectrum of chassis options as well as at least a limited offering of the manufactured components needed to transform a Heavy truck chassis into a fully operable Snow & Ice Handling truck. Even if not fully assembled, (although fully

assembled/turnkey is preferred), ensuring access to all of the necessary components for building a Snow & Ice Handling Truck through the same contract does provide value to NJPA members. The closer a response featuring Heavy truck chassis can come to offering all that is needed to build a fully complete Snow & Ice Handling truck, the stronger that response will be.

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

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

ACKNOWLEDGMENT OF ADDENDUM THREE (3) TO RFP DISTRIBUTED VIA EMAIL ON JULY 11, 2014

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____



ADDENDUM FOUR (4)
To that certain
NJPA RFP #080114
Issued by
National Joint Powers Alliance®
For the procurement of

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES AND SUPPLIES

Consider the following to be part of the above titled RFP:

- 1) Due to the technical difficulties we experienced in the July 16, 2014 Pre-Proposal Conference. We are offering a 2nd Pre-Proposal conference to cover the same PowerPoint slides as the first one on July 18, 2014. On July 16th, notice of the Pre-Proposal Conference was emailed to all who requested the RFP. The notice for July 18th's conference included the incorrect time of 10:00 a.m. Central Time; shortly after 10 a.m. on July 18th, an email was sent to all requestors with the correct time of 2:00 p.m. Central Time.

Please reach out to Maureen Knight or Jeremy Schwartz with any questions on this RFP and the Pre-Proposal Conferences. If you feel you need more time as a result of any confusion, please email ginger.line@njpacoop.org by 10 a.m. Central Time on July 22, 2014 and NJPA will consider an extension of the RFP date by a couple days. If we do extend it, NJPA will notify via email to all who requested the RFP.

Chat log from 7/16/14 and NJPA answers:

Brian Tibbets: There is no sound

Brian Tibbets: also the phone connection just plays music

National Joint Powers Alliance (NJPA): can anyone hear us?

Michael Riggs: Brian use the dial in number at the top of the chat box and pin

Kevin Newson: Yes

nico cottone: i can hear

Isaac Roth: I can not hear either.

Dan Purdy: My connection is good on dial in 218-894-5499

Sylvain: yes, the toll free number doesnt woork

Rebecca Schaltenbrand: We receive a message that we need to wait for the host before we can type in the password

Dan Purdy: Rebecca's message is what I got on the 866 #

Isaac Roth: the 218-894-5499 worked for me

Rebecca Schaltenbrand: We are on now with the (218) #

Brian Tibbets: I have been listening to Music for the last 10 minutes. Anything vital that I missed

National Joint Powers Alliance (NJPA): please use the 218-894-5499 number at the top of the chat session.

Mike Minicucci: I Have no audio

Brian Tibbets: OK Thanks

Brian Tibbets: Mike, you have to call the 218 number

National Joint Powers Alliance (NJPA): mike, are you on the 218 number?

Mike Minicucci: all is good thank you

Brian Tibbets: Do you want to see financials?

NJPA asks for responders to demonstrate their financial stability. The most accurate way to evaluate financial stability is by reviewing audited financial statements. However, your response will not be deemed non-responsive if you do not submit audited financial statements, it will merely not be awarded as many points in the financial related criteria.

Brian Tibbets: THanks

Dan Purdy: if a public company is annual report suitable?

Yes, if it is enough information to determine financial strength. We evaluate the information you send, and the ideal situation is to receive an audited financial statement.

Brian Tibbets: Thanks

National Joint Powers Alliance (NJPA): yes Dan

nico cottone: is there volume data (annual purchases, etc.) available to help quantify the opportunity?

See the attached slide on annual NJPA Procurement volume that occurred through the combination of ALL NJPA awarded contracts. We do not have procurement volume data available specific to Snow & Ice Handling Equipment. NJPA Fiscal year concluded the end of June 2014. Un-audited, preliminary numbers indicate NJPA members ended the year procuring just north of \$1.1B in purchases through NJPA awarded contracts. This includes all contract categories.

Dan Purdy: can additional items be added post award?

Yes, if they're deemed within the scope of the RFP; review the NJPA Vendor Price and Product Change Request Form on page 49 of the RFP for additional details.

scott Johnston: is this the first snow and ice contract ?

This is not the first snow and ice contract. The first snow and ice contract was awarded approximately two years ago. We had limited response, and made limited awards. Our members let us know that the category did not provide adequate solutions to meet all their needs which is why we are re-bidding the category.

Janet Tobin: We are an equipment manufacturer and upfitter. Should we partner with a chassis mfg'r to offer full solution or will chassis mfg'rs submit their product offerings independent of the equipment? NJPA will not specifically dictate how a respondent should partner or not. We do however clearly state in the RFP that we seek proposals with the most complete, robust solutions possible. We recognize that offering every conceivable configuration may not be possible, but any efforts to provide access to the products/components necessary to create some selection of turnkey solutions are preferred by NJPA and our members. As a point of reference, in reviewing several current NJPA awarded equipment contracts that offer solutions mounted on heavy truck chassis, it is not uncommon to find at least a limited selection of base packages that include the chassis.

Mike Minicucci: Can additional discounts be applied post award ? As referred to in the RFP, NJPA allows a process referred to as the "Product & Price Change Process" to occur as necessary within the four year term of a contract award. This process allows the contract awarded vendor to request product/service additions or deletions to the contract, as well as request price reductions or price increases. All requests must be substantiated for need and/or value to NJPA and our members, and must be formally approved by NJPA prior to implementation.

Terry Manway: can we access the current membership list anywhere?

Dan Purdy: Can you speak to your invitation and concept regarding bare truck chassis as an optional item on Snow and Ice ?

NJPA is seeking the most comprehensive and robust proposals possible within the scope of "Snow & Ice Handling Equipment". Within this scope, we know there is a sub-category of needs for equipment mounted on Heavy Truck Chassis. We are aware that some NJPA members prefer to purchase road ready, turnkey plow trucks, while other members prefer to procure all the components and build the trucks themselves. Given these two schools of thought, it would be most desirable for NJPA members to have access to both turnkey solutions and components for build/assembly.

Mike Minicucci: Thank you

Dan Purdy: How do you compare pricing if products are not apples to apples?

We evaluate all the pricing information you submit with your response and in relation to demonstrated discounts. Your pricing should incorporate nationally leveraged pricing and reflect the understanding that this contract is a national contract whereby you have the potential to make thousands of sales from it. Demonstrate your willingness and ability to substantially discount your equipment/products/services.

Rebecca Schaltenbrand: Will you consider sole source products? Products that are available via 1 entity. A sole source letter can be included with the bid response.

While NJPA will consider sole source proposals, the question should be asked concerning the value of a contract award to a sole source solution. Typically, procurement laws do not require a competitive bid process in situations where sole source condition can be validated/substantiated.

Mike Minicucci: Should we mention this in the RFP or should we treat additional discount on a case to case basis ?

The NJPA pricing model is referred to as a "ceiling price" model, meaning each proposal should be presented with "price not to exceed" This allows the contract awarded vendor to price below the ceiling price when it is determined that a situation merits such action. It is common for vendors to declare additional volumetric based discounts if such are intended to be offered.

National Joint Powers Alliance (NJPA): www.njpacoop.org - Access for Vendors link - membership list/paswrod: value

Janet Tobin: For the benefit of your members will this contract be a mutiple award?

Possibly, it will depend upon the content of the resoonses received.

Michael Riggs: Pricing: Section 5.14 "When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP. - Question, given the wide variety of combinations of hydraulic packages, snow plows, spreaders, etc. If a company provides MSRP for a package and a member deviates from the package through options and ends up higher than MSRP for the package, is this acceptable?

Pricing must be auditable. When referencing existing NJPA contract awards in various equipment categories, this sort of complex situation is addressed several different ways. One model in use is for the vendor to present a "base package price", then attach an options list that includes a Plus/minus price next to each option, indicating how each option will influence the base price (up or down). Another model is for the vendor to present a suite of base models, and treat each option change to the base model as a "sourced goods" or "open market" option. For solutions that include

build/assembly for customization or numerous option configurations, models have been used by NJPA members to declare that labor for modification from base package will be estimated at time of final configuration/specification, and provided to member at a set discount from standard rates. There are a variety of ways pricing can be declared. What is most important is that you clearly define how pricing will be determined, and how NJPA and our members will be able to validate contract pricing.

Janet Tobin: Thank you

Janet Tobin: Will there be an addendum showing the attendees and companies participating on the webinar? Also will Q&A from this webinar be posted in an addendum?

Other than the chat conversation, we do not send participant or company names as part of the RFP addendum.

Michael Riggs: Excellent, thank you.

Terry Manway: Will orders be placed and invoiced to NJPA or will we essentially be doing business with the individual members using their PO's??

As presented in the slide deck used for the Pre-bid conference, NJPA's primary value in this process is to complete a sealed, competitive bid process resulting in legal contracts for ourselves and our members to use. NJPA will not receive P.O.s for contract(s) awarded in this category. The business will occur directly between contract awarded vendor(s) and/or their authorized dealer, and the NJPA member.

Janet Tobin: thanks

Dan Purdy: what formats are acceptable for the list of optional components, hard copy, live on-line tools, CD?

It should be sent via a hard copy, thumb drive, CD, etc; on-line tools are not desirable. Members expect the ability to audit product/services available and their corresponding prices files for any given time period of the contract. NJPA maintains a complete historical record of all items/services under contract and their pricing for all points throughout the term of the contract

Mike Minicucci: What is the deadline for addendums before we submit our bid ?

Dan Purdy: Does the OEM enter into a contract with NJPA if proposing on behalf of their dealer network? If the OEM dealer handles the transaction with the NJPA member does the OEM dealer handle submission of the NJPA fee or is it collected by the OEM, then submitted to NJPA. Who would handle reporting?

It is the responsibility of NJPA contract awarded vendors to report all purchases made by NJPA members through their awarded contract each quarter. There is a set process for quarterly reporting to occur, which NJPA educates each contract awarded vendor on post award. Current NJPA awarded vendors have developed several different methods for ensuring accurate reporting is occurring between the dealer channels and the manufacturer....NJPA invests significant time and energy assisting contract awarded vendors in implementing accurate reporting methods. In referencing current NJPA contract awarded vendors in the various equipment categories, there are a variety of ways vendors have responded. Many have responded on behalf of their dealer network, and have taken on the responsibility of implementing effective models for ensuring the dealers report contract sales to the OEM. There are also current contract awarded vendors that have chosen to respond as an OEM, requiring orders to be placed with the OEM and then bringing the local dealer into the sale once order has been placed with the OEM. Regardless of the model chosen, the responsibility for accurate reporting rests with the recipient of contract award.

Dan Purdy: Thanks you for your patience and answers

Isaac Roth: question #29 - you ask for electronic copies of our literature & marketing materials....do you also want hard copies of these materials sent to you as well?

No. We ask for marketing samples and an electronic version of those materials is appropriate.

Mike Minicucci: Thanks

National Joint Powers Alliance (NJPA): You're welcome Dan, that's why we are here, please ask questions!

Janet Tobin: Are freight and delivery fees to be included in the pricing structure or can this be a separate line item? Or can freight and delivery fees be determined at time of order?

Freight and delivery fees can be addressed in a variety of ways, what is most imperative is that you clearly identify how you will address those costs. In referencing current NJPA contract awards in the equipment space...a variety of models have been implemented. Some chose to establish and maintain a freight matrix for the various equipment groups, identifying costs by model and shipping zone. Others have a single freight and or delivery fee included in each package. Others have chosen to simply identify FOB factory. Whatever method you decide to use, clearly articulate how these costs will be determined and applied.

National Joint Powers Alliance (NJPA): ##! to mute your phone please

Brian Tibbets: Thank you!

Janet Tobin: Please see my question on freight

Dan Purdy: Do proposers typically attend the opening?

The bid opening is a public meeting and anyone is able to attend. Typically, proposers do not attend.

Janet Tobin: If we are not selected for the award, is there a challenge period or process?

Yes, please refer RFP section 8.25 of the RFP.

Janet Tobin: thanks

Mike Minicucci: Being a Canadian Company, would this be an added Value for the NJPA ?

Being a Canadian company alone is not value add. Demonstrating you are a company that has the appropriate ability to sell and service to Canada as well as the US does earn points in the value add criteria. It's up to the responder to present information on what is a value add of their organization and why.

StevenEaton: I was unable to receive the beginning of the presentation, could I receive a video of this presentation? I had the wrong phone number.

We do not record the conferences. The beginning few slides were merely an overview of what the conference is intended to accomplish and who NJPA is. However, should you have ANY questions on any of the slides you miss, please call Maureen or Jeremy, our information is on the PowerPoint slide deck that will be emailed to you this week.

Janet Tobin: What is the expected date for the award decision?

It depends on the number and complexity of the responses received, tentative award date is the August or September NJPA Board meeting.

Dan Purdy: will you publish these questions as addm?

Yes, NJPA reviews what was covered in the conference and will email an addendum to all that requested the RFP. The addendum will include responses that NJPA feels material or beyond a mere clarification of the RFP. The addendum is also posted on our website, njpacoop.org

Mike Minicucci: Thank you for all your help.

Dan Purdy: Thank you

Michael Riggs: Section 8.25: Could you clarify protest within 10 days after public notice or announcement of award.

Yes, it is within 10 calendar days after the announcement of the award. All awards are announced at the NJPA board meeting.

Kevin Newson: Could multiple company branches operate under one contract but invoice at a branch level?

It is possible for multiple branches of a single company to be included in a single contract. The contract purchases made through each branch would need to be reported quarterly, in a single report, and submitted to NJPA. There are several examples of this occurring with current NJPA contract awarded vendors. Ultimate responsibility for compliance to terms and conditions of the contract award would rest with the company awarded the contract.

Dan Purdy: Pls advise dates on board meetings

Upcoming NJPA Board meeting dates: Sept. 16, Oct. 21, Nov. 18.

ACKNOWLEDGMENT OF ADDENDUM FOUR (4) TO RFP DISTRIBUTED VIA EMAIL ON JULY 18, 2014

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____



ADDENDUM FIVE (5)
To that certain
NJPA RFP #080114
Issued by
National Joint Powers Alliance®
For the procurement of

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES AND SUPPLIES

Consider the following to be part of the above titled RFP:

- 1) The original *Deadline for Submission of Proposals* of July 31, 2014 will be extended to **August 7, 2014**. The amended RFP timeline is as follows:

June 3, 2014	Publication of RFP in the print and online Minneapolis Star Tribune, in the print version of the Salt Lake News within the state of Utah, in the print and online Daily Journal of Commerce within the State of Oregon, in print and online The State within the state of South Caroline, the NJPA website (njpacoop.org), MERX, noticetobidders.com, PublicPurchase.com and Biddingo.
July 16, 2014 10:00 A.M. Central Time	Pre-Proposal Conference (webcast – conference call - Connection info sent to all inquirers two business days prior to the event)
July 24, 2014	Deadline for RFP requests and questions
August 7, 2014 4:30 P.M. Central Time	Deadline for Submission of Proposals
August 8, 2014 8:00 A.M. Central Time	Public Opening of Proposals

ACKNOWLEDGMENT OF ADDENDUM FIVE (5) TO RFP DISTRIBUTED VIA EMAIL ON JULY 23, 2014

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____



ADDENDUM SIX (6)
To that certain
NJPA RFP #080114
Issued by
National Joint Powers Alliance®
For the procurement of

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES AND SUPPLIES

Consider the following to be part of the above titled RFP:

Questions are in black, Answers are in red.

1. Are your members assigned a membership number? We are looking to require that information when accepting an order.

Yes, Members are issued Member numbers.

2. How do we know if the member is still active and in good standing with NJPA?

Memberships are no cost, no obligation, and are perpetual.

3. Does NJPA do a credit check before accepting members? We normally conduct that activity with every new customer but may look to waive that requirement based on NJPA's criteria for member acceptance.

No, NJPA does not do a credit check on our Members. Your processes in this area are up to you.

4. Do we determine when the NJPA administrative fee is paid? Some electronic procurement websites require us to pay the fee at time of order acceptance and some at time of order shipment. I did not find a stipulation in the documentation so want to make sure we can specify this in our order process flowchart.

You are asked to "describe your proposed order process" in Question 3 of Form P, and Question 43 of Form A asks you to "Identify a proposed Administrative Fee". Your answers will be evaluated on the basis of reasonableness. Administrative fees will be payable to NJPA quarterly in an amount related to the sales reporting for that quarterly period.

5. We will have supplemental documents to support the questions on some of the forms. For example, we are sending our financial audit report. Are we required to submit hard copies of that type of documentation or just send electronically? The bid submission check off list does not indicate they need to be sent as hard copies.

Optional documentation should be in electronic form only.

6. I wrote a note from the webinar that it was mentioned "a few examples of literature, not the entire literature portfolio, should be sent hard copy"; however, that is not indicated on the bid submission check off list. Please advise how to handle this.

Literature is optional, and should therefore be in electronic format only. Any amount of literature is acceptable if you believe such literature is essential to making your point in your proposal.

ACKNOWLEDGMENT OF ADDENDUM SIX (6) TO RFP DISTRIBUTED VIA EMAIL ON AUGUST 1, 2014

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Contract Award
RFP #080114

FORM D



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

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

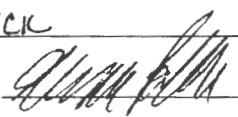
In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations,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

Company Name: HENDERSON PRODUCTS INC Date: AUG 6 2014

Company Address: 1085 SOUTH 3RD STREET PO BOX 40

City: MANCHESTER State: IA Zip: 52057

Contact Person: GLENN BECK Title: VP SALES & MARKETING

Authorized Signature (ink only):  GLENN BECK
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 080114 SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES


HENDERSON PRODUCTS, INC.
Proposer's full legal name

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

The effective start date of the Contract will be October 21, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifteen year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature:


NJPA Executive Director

Dr. Chad Crowette
(Name printed or typed)

Awarded this


21st

day of October

, 20 14

NJPA Contract Number # 080114-HPI

NJPA Authorized signature:


NJPA Board Member

Scott Veronen
(Name printed or typed)

Executed this

21st

day of October

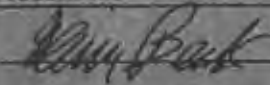
, 20 14

NJPA Contract Number # 080114-HPI

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

Vendor Name Henderson Products Inc

Vendor Authorized signature:



Glenn Beck

(Name printed or typed)

Title: VP Sales & Marketing

Executed this

23rd

day of October

, 20 14

NJPA Contract Number # 080114-HPI

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

19th

day of

April

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the recommendation by the Job Classification Committee to establish a "Director of Facilities Maintenance and Custodial Services" with a class code 304101 on pay range 55, classified as FLSA non-exempt. Job description for the position is attached hereto.

Done this 19th day of April, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

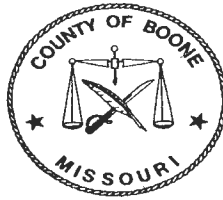
Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Human Resources

Jenna Redel
Director, Human Resources
and Risk Management



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4405
Fax: (573) 886-4444

April 14, 2016

Recommendations from Job Classification Committee

The Job Classification Committee reviewed and voted on a proposed reclassification of the Facilities Maintenance Manager position (class code 304100) to Director of Facilities Maintenance and Custodial Services (class code 304101). The Committee agreed to bring forward the following recommendations to the Commission:

Establish a "Director of Facilities Maintenance and Custodial Services" classification (class code 304101) on pay range 55*, classified as FLSA non-exempt.

Pay range 55 has a minimum salary of \$63,065 and a maximum salary of \$94,598.

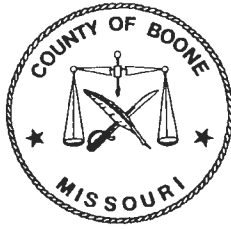
The job description for the position is attached hereto.

*The vote for pay range was split with three votes for pay range 55 and one vote for pay range 65.

Pay range 65 has a minimum salary of \$80,745 and a maximum salary of \$121,097

Best Regards,

Jennifer Redel



BOONE COUNTY JOB DESCRIPTION

JOB TITLE: Director of Facilities Maintenance and Custodial Services	NEW: X	REVISED: _____ <small>(Please check one)</small>
REPORTS TO: Commission	FLSA: Exempt	DATE: 04/16
DEPARTMENT: Facilities & Grounds Maintenance	JOB CODE: 101	

NATURE AND SCOPE OF JOB:

Organizes, administers, and leads a comprehensive program of maintenance and custodial services that provides and maintains the facilities, grounds, equipment, and furnishings of Boone County Government, in an efficient and economical manner, so that employees and the community are provided a clean, safe, attractive, and healthy place in which to work and do county business.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

Plans, develops, organizes, manages, and administers maintenance and operation of Boone County buildings and grounds. Supervises technical and housekeeping staff engaged in maintaining, repairing, and housekeeping of the County Buildings. In coordination with the Purchasing Department and the County Counsel's Office, plans, develops, organizes, manages, and administers contracts and agreements for county building services. Ensures compliance with federal, state, and local laws, statutes, and ordinances. Responds to service requests during and after normal office hours.

Develops preventative maintenance programs for county properties. Plans and identifies material and equipment needs for maintenance and building projects; procures materials; schedules work in a manner to be least disruptive to the county staff and the public; inspects work to ensure compliance with building codes and safety regulations.

Develops and recommends the Facilities & Grounds Maintenance budget, and then administers the approved budget, completing all required documentation. Develops long term planning budgets for capital repair and replacement projects that ensure that the County has set aside adequate funds to repair, maintain, and replace County property.

Maintains an inventory control system and purchases supplies, parts, and equipment through the established bid or price quote process that follows federal, state and local regulations.

Conducts regular inspections of all county facilities, grounds, and equipment to ensure that high standards for cleanliness, attractiveness and safety are maintained. Recommends to the County Commission any improvements needed.

Approves the specifications and recommends contractors to perform maintenance and repair services, using established county procedures. Supervises and inspects the work performed and recommends payment upon satisfactory completion of the work.

Supervises and advises the Security Technician position. Facilitates discussion among office holders and directors of policy development and planning for security related matters. Monitors and recommends systems and procedures to ensure the security of all facilities. Develops, administers, and oversees the budget and planning for security related projects. Maintains current drawings and engineering records describing county facilities, equipment, and grounds.

Provides advice regarding county facilities, recommends policies and regulations dealing with county facilities, and coordinates facilities and custodial work with other county departments. Develops and oversees a maintenance and housekeeping schedule for county facilities, which informs and provides notice to county offices and departments.

Communicates regularly with the County Commission and appropriate staff about the needs and regulations and procedures for the effective operation of county buildings and the maintenance and custodial programs of the county so that cooperative working relationships with building staff are encouraged and maintained. Maintains effective communications with elected officials, staff, and the public to elicit support and to seek perceptions and ideas for the improvement of county facilities. Attends required meetings and serves, as appropriate on county committees.

Oversees the repair of hot water boilers, liquid chiller units, compressors, power generators, and kitchen equipment; repairs temperature control systems and air balance; oversees installation and replacement of electrical outlets, light fixtures, switches, wiring and receptacles, wiring electrical and electronic components of machinery and equipment.

Manages repair and maintenance of plumbing and HVAC systems, pipes, valves, toilet sinks, water heaters and water softeners; visually inspects and tests machinery and equipment; listens for unusual sounds from machines or equipment to detect malfunction; repairs and maintains physical structure of establishment.

Supervises the removal of snow and ice so that safe conditions exist and county buildings can be opened in a timely manner.

Hires and trains staff and evaluates performance. Develops and supervises work and vacation schedules for all custodial and maintenance personnel.

Establishes and implements a program of safety, accident prevention, and health maintenance for all department employees, including safe and proper use of equipment, vehicles and materials, identification and prevention of hazards, air quality controls, and prevention of

Director of Facilities Maintenance and Custodial Services
accidents and injuries. Works cooperatively with community and state agencies, including the police, fire, emergency, and health departments, to ensure that high standards of health, sanitation, and safety are maintained throughout all of the county's facilities and grounds. Provides a regular program of staff development to promote, cleanliness, efficiency, effective procedures, communication skills, work attitudes, and ethics.

Analyzes all accidents and regularly searches for patterns in injury reports in order to establish corrective procedures to reduce the potential for future accidents or hazards.

KNOWLEDGE AND SKILLS:

1. Considerable knowledge of HVAC equipment and operations and of tools used in repair of equipment.
2. Considerable knowledge of equipment, facilities, materials, methods and procedures used maintenance, construction and repair activities.
3. Considerable knowledge of applicable Boone County Policies and Procedures.
4. Considerable knowledge of OSHA regulations and of safety procedures related to maintenance activities and tools.
5. Skill in planning work projects and scheduling materials and support.
6. Skill in communicating with managers and employees to diagnose problems, coordinate work and respond to department needs.
7. Skill in reading and interpreting plans and documents such as operating and maintenance instructions and procedure manuals.
8. Skill in applying basic mathematical concepts to compute rate, ratio, and percent and to draw and interpret graphs.
9. Skill in the operation of standard hand and power tools, and meters.
10. Skill in reading and interpreting sketches, diagrams and blueprints.

PHYSICAL DEMANDS:

A significant portion of the work is performed in a professional office setting. In addition, the position requires the performance of repair and inspection work in a variety of county locations. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Primary functions require sufficient physical ability and mobility to walk, stand, and sit for prolonged periods of time; to frequently stoop, bend, kneel, crouch, crawl, climb, reach, twist, grasp, and make repetitive hand movement in the performance of daily duties; to climb unusual heights on ladders; to lift, carry, push, and/or pull moderate to heavy amounts of weight; to operate assigned equipment and vehicles; and to verbally communicate to exchange information.

WORK ENVIRONMENT:

Work is performed in an indoor and outdoor field environment; travel from site to site; exposure to noise, dust, grease, smoke, fumes, noxious odors, gases, mechanical and electrical hazards, and all types of weather and temperature conditions. This position is routinely in contact with the public, other Boone County employees, elected officials, and members of other entities.

PREFERRED QUALIFICATIONS:

Bachelor's degree in business or mechanical engineering, or equivalent experience, with additional advanced training and/or college courses in inspection, heating, venting, and air conditioning (HVAC), plumbing, electrical, and carpentry. Five years or more of increasingly responsible building maintenance and management experience including electrical, plumbing, HVAC, carpentry, painting and contract administration of which at least three years are in a lead or supervisory capacity; experience with fans, pumps, equipment, and controls associated with HVAC systems, fire sprinklers, refrigeration systems, and security door control systems.

APPROVALS:

Department Director: _____ Date: _____
(Signature)

HR Director: _____ Date: _____
(Signature)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 16

County of Boone

19th

day of

April

20 16

In the County Commission of said county, on the

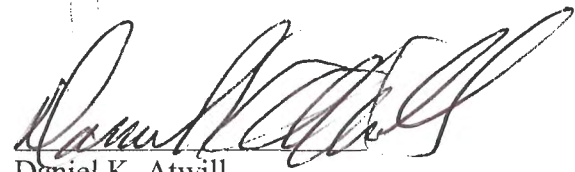
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached grant application by Family Court Services for the Juvenile Justice Program Assistance Grant from the Office of State Courts Administrator (OSCA).

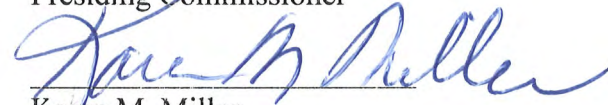
Done this 19th day of April, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



**STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
REQUEST FOR PROPOSAL**

**RFP NO: OSCA 17-003
TITLE: Juvenile Justice Program Assistance
ISSUE DATE: February 22, 2016**

**CONTACT: Russell Rottmann
PHONE NO: (573) 522-6766
E-MAIL: osca.contracts@courts.mo.gov**

RETURN PROPOSAL NO LATER THAN: 4 p.m., April 27, 2016

RETURN PROPOSAL TO:

**(U.S. Mail)
Office of State Courts Administrator
P.O. Box 104480
Jefferson City, Mo 65110 - 4480**

**(Courier Service)
Office of State Courts Administrator
2112 Industrial Dr.
Jefferson City, Mo 65109**

CONTRACT PERIOD: July 1, 2016 through June 30, 2017

SIGNATURE REQUIRED

PRESIDING JUDGE SIGNATURE		DATE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE		DATE
<i>[Signature]</i>		4-12-16
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)		DATE
<i>[Signature]</i>		4-12-16
COURT 13 th Judicial Circuit Court		
MAILING ADDRESS 705 East Walnut Street		
CITY, STATE, ZIP Columbia, Missouri 65201		
CONTACT PERSON Courtney Pulley		TITLE Supervisor-Boone County Juvenile Office
PHONE NUMBER 573-886-4200	FAX NUMBER 573-886-4030	E-MAIL ADDRESS Courtney.pulley@courts.mo.gov

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
CONTRACT NO.		CONTRACT PERIOD
CONTRACTS SECTION	DATE	DEPUTY STATE COURTS ADMINISTRATOR

1. INTRODUCTION

The Family Court Committee of the Supreme Court of Missouri, through the Office of State Courts Administrator, (OSCA), is seeking proposals from courts for the implementation of programs and services dedicated to promoting evidenced based practices in specific categories of juvenile justice that may include:

- a. Supervision
- b. Treatment
- c. Restorative Justice
- d. Competency
- e. Residential Care

1.1 Pre-Proposal Conference:

1.1.1 A pre-proposal conference regarding this Request for Proposal will be held on **Tuesday, March 8, 2016, beginning at 9 am in conference room A of the Alameda Building, Judicial Education Center (lower level), 121 Alameda Drive, Jefferson City, Missouri 65109**. Those wishing to take part of the pre-proposal by telephone, may do so by calling toll free, **866-630-9356**. In the Jefferson City area, the local number is 526-6207.

1.2 These programming categories are to be used to provide specific programs and services to address the following issues in juvenile justice:

- a. Juvenile alternative to detention programming for delinquent youth who can be diverted from secure detention by the use of the objective screening instrument, Missouri's Juvenile Detention Assessment (JDTA), into a non-secure, pre-adjudication placement or program.
- b. Post-dispositional programming and services for delinquent youth who can benefit from these services to assist in lowering recidivism and out-of-home placements through the use of the objective assessment instruments, Missouri's Risk/Needs Assessment/Classification.
- c. Diversion programs or strategies to divert youth from delinquent or status referrals into the juvenile office.
- d. Programs and strategies which remedy identified issues of disproportionate minority contact.

1.3 The funding allows for reimbursement to one county treasurer of the circuit on behalf of the juvenile and family court for the costs associated with ongoing programs or the development and implementation of such services. This Request for Proposal (RFP) encourages juvenile/family courts to create new programs and services that promote the best practices in juvenile justice.

1.4 The Family Court Committee will review and approve specific requests for proposals based on the merits of each proposal and the availability of funds.

- 1.5 Funding is for FY17 (July 1, 2016 – June 30, 2017). Funding of this project will be considered by the Family Court Committee (FCC), the Circuit Court Budget Committee (CCBC) and OSCA based upon the success of the previous year's awards and the amount of funds available. Award amounts to any court may be limited to \$25,000 per year or less if the total of the proposals received from the courts exceed the authorized amount of funds allocated. If more than \$25,000 is requested, the court should prioritize their need and indicate their preference for funding. Courts may request funding for more than one program/service within each proposal and should include details for each program as outlined in Section 9.3.

2. PROGRAM KEY COMPONENTS

Juvenile Justice Program Assistance funds are intended to support evidence based practices in Missouri's juvenile justice system. As such, programs receiving funds will participate in a program fidelity and impact evaluation detailed in Sections 3 and 4 of this RFP. Courts receiving these funds are expected to adhere to the following guidelines.

2.1.1 Courts shall be in compliance with:

- a. The Revised Missouri Court Performance Standards for the Administration of Juvenile Justice. The report may be view at <http://www.courts.mo.gov/file.jsp?id=1739>
- b. Supreme Court Operating Rule 29 ensuring that the courts legal process is overseen by an attorney for the juvenile office who is in good standing with the Missouri Bar.
- c. Missouri's Juvenile Detention Alternatives Initiative (JDAI) and Standards for Operation of a Secure Juvenile Detention Facility, if involved in the operation of a court operated or a court funded regionally operated secure detention center.
- d. Supreme Court Operating Rule 28 by using the JDTA for all youth when pre-hearing detention/placement is being considered. Subjective decisions must be replaced with the JDTA objective decision making process to determine secure detention and use of alternatives to detention.
- e. Section 211.141.4 RSMo ensuring that dispositional sanction recommendations are based on the Missouri Risk Assessment and Classification matrix, and that treatment services are based on the Missouri Needs Assessment.
- f. OSCA recommended procedures for providing accurate program implementation and outcome information (Sections 3 & 4) using the Judicial Information System (JIS) or other manual forms (Pre/Post Questionnaires) and as needed automated methods (Excel spreadsheets), provided by OSCA.
- g. Participate in a webinar for program data entry and maintenance requirements.
- h. Supreme Court Rule 82.04 ensuring that data requests related to the juvenile weighted workload and other data related to juvenile court process and programs are available to the Supreme Court, OSCA, CCBC and to the FCC.

- i. Efforts to identify and reduce minority representation, through coordination with Missouri’s Disproportionate Minority Contact (DMC) Research Analyst, if the court demonstrates a statistically significant Relative Rate Index (RRI).
- 2.2 Programs should focus on pre-referral diversion alternatives, pre-adjudication alternatives to secure detention, post-dispositional services including various forms of supervision, or disproportionate minority contact strategies, and shall have an evidence-based conceptual framework with outcomes aligned with those detailed in Section 4 a-j. Specific program examples include, but are not limited to:
- a. Supervision: Day/Evening Reporting Center, Day/Evening Supervision Tracking, Drug testing, Electronic Monitoring/Global Positioning System or Mentoring;
 - b. Treatment: Cognitive-behavioral mental health treatment, drug/alcohol treatment, virtual counseling and intensive crisis services;
 - c. Restorative Justice Programs: Victim empathy classes, impact panels, apology sessions and mediation, truancy and peer courts, community service, and restitution;
 - d. Competency Programs: Tutoring, GED, vocational, life skills, and offense specific education (sex offense, shoplifting, arson, domestic violence); and
 - e. Residential Care: Respite and emergency shelter care.

3. PROGRAM FIDELITY EVALUATION REQUIREMENTS

Research shows evidence-based programs are the most effectual when they are implemented as intended, or with “fidelity”. Each court receiving JJPA funds shall participate in a program fidelity evaluation. The evaluation approach will be the same for all courts receiving funds and administered by OSCA staff. The evaluation will cover the following areas:

- a. **Provider Education:**
Evidence based providers should have formal education or receive training specific to the program.
- b. **Participant Selection Process:**
Evidence based programs should incorporate some form of assessment to match the risk and needs of a participant with the appropriate program.
- c. **Documentation of Materials Used:**
Evidence based programs should provide some form of written materials detailing the purpose, goals, delivery and relative merits of the program which are developmentally appropriate for participants and are available for review.
- d. **Fidelity Monitoring:**
Evidence based programs should adhere to the written materials intended to guide the purpose, goals, delivery and relative merits of the program. Quality assurance reviewers should make direct observations of the program to ensure service providers demonstrate

this quality. In circumstances where direct observation is not feasible, such as counseling, an informal interview with the provider, or juvenile office staff that has completed direct program/provider observations or receives status updates from provider may be substituted.

e. Evaluation of Provider Skill in Program Delivery:

Performance evaluations of a program provider's skill in delivering the program should be developed, documented and applied.

f. Provider Turnover:

Evidence based programs should be administered by providers that minimize program disruption through staff turnover. Documentation demonstrating the extent to which providers have changed, as well as any gaps in program service should be available for review.

g. Corrective Action Based on Fidelity Monitoring & Evaluation of Provider Skill in Program Delivery:

A provider corrective action plan should be developed and applied based on fidelity monitoring findings and evaluation of provider skill in delivering program. Corrective action may include: training/re-training of staff, increased frequency of fidelity monitoring, coaching and co-facilitation, or intervention modification.

h. Timely and complete program records are maintained:

Accurately recording and submitting information on youth participating in evidence based programs is necessary to evaluate the effectiveness of these programs.

3.1 OSCA will provide technical assistance to each court preparing for its fidelity evaluation.

3.2 Costs to the court for conducting additional program evaluations are not reimbursable costs.

4. PROGRAM IMPACT MEASURES

In addition to the fidelity evaluation process described in Section 3, both output and outcome measures will be used to assess the overall impact of each program funded through this RFP:

Output Measures = products of a program's implementation or activities in the following ways.

- a. Number of youth served through each program,
- b. Number of youth completing each program,
- c. Average number of hours of service delivered by each program, and
- d. Average cost per youth per each program.

Outcome Measures = benefits or changes for individuals, the juvenile justice system, or the community as a result of the program in the following areas.

- a. In-program and/or short-term post-program (6 months) recidivism,
- b. Family connection,
- c. Community connection,
- d. School connection,
- e. Decision making,

- f. Future aspiration,
- g. Self-esteem,
- h. Locus of control,
- i. Intention of risky behavior, and
- j. Relative Rate Index (RRI) of disproportionate minority contact.

5. PROGRAM REPORTING REQUIREMENTS

OSCA will provide program related information to the Family Court Committee and to each award recipient. The data and program reports will be evaluated for progress toward achievement of the specific program goals, as indicated in each proposal and to identify barriers to successful implementation.

- 5.1 Requests for technical assistance should be submitted in writing to the Office of State Courts Administrator, P.O. Box 104480, Jefferson City, MO 65110-4480, Attn: Jessica Schwaller or via e-mail to jessica.schwaller@courts.mo.gov.
- 5.2 Failure to submit reporting forms within the specified time frames may result in suspension of funding until such reports are submitted and accepted by OSCA.

6. CATEGORY OF ELIGIBLE FUNDS

Applicants may request funds to reimburse for the costs associated with the following categories only:

- I. Contractual Services
- II. Resource Materials
- III. Equipment
- IV. Education
 - a. Supervision
 - b. Treatment
 - c. Restorative Justice
 - d. Competency
 - e. Residential Care

6.1 Contractual Services

Funds awarded through this RFP shall not be used to fund any additional full time employee (FTE) positions. However, courts may request a new county employee to be reimbursed through the project but it shall be for the contractual rate as set by the county and the state approved mileage rate. Any and all personnel request must follow the county's personnel policies. Benefits, such as social security cost, health benefits or paid leave (annual or sick) for a county employee shall not be reimbursed through the award. Continued funding beyond FY2018 will be year to year, with no guarantee continued funding will be available. If you choose to fund a county employee through this project, the court should develop options to fund the county employee upon completion of this award period. This should be considered when issuing any contracts for services.

- 6.1.1 Judicial staff shall not be contracted for any program/services nor receive monetary reimbursement or payment under this program.

6.1.2 **OSCA Contractor Travel Policy**

Expenses for non-court employee contractual services and mileage reimbursements must follow the OSCA Contractor Travel Policy. The link to the travel policy is:
<http://www.courts.mo.gov/page.jsp?id=3714>

6.2 **Resource Materials**

Funds may be awarded for resource materials to be shown, loaned or distributed by court staff to clients, attorneys or the general public. Resource materials may include videos, books, brochures and pamphlets describing the programs and available services.

6.2.1 The courts must acknowledge the program as the source of funding on any curriculum, manuals or public relations materials created with monies from the fund. This includes brochures, handbooks or informational materials distributed to the public regarding programs and services. It also includes program manuals, curriculum audio and video created with monies from this award. It does not include program forms, written internal policies and procedures.

6.3 **Equipment**

Equipment requests may be included in the application but only if purchased for the court and specifically needed for the services to be provided for this program. Electronic computer equipment, portable electronic devices, scanners, printers and/or communication devices will not be provided to contracted providers. Funding for vehicles, vehicle equipment and maintenance are not allowed.

6.3.1 Awards will not be made for additional office space, furnishings or expenses normally required for the daily performance of duties including, but not limited to, desks, chairs, workstations, book cases, vehicles or costs associated with mail, telephone or the purchase of books, reference materials or professional memberships.

6.4 **Education**

Reimbursement of education costs may be approved if shown to have a direct connection to the implementation and success of the program. Education topics must be specific to the program, not a conference with general topics.

7. **AWARD CRITERIA**

7.1 The FCC reserves the right to adjust, in whole or in part, each program request based upon the reasonableness of each request and the availability of funds.

7.1.1 Priority will be given to courts that demonstrate the greatest need for the creation and/or the continuation of evidence based programs and services as outlined in Section 2.2.

7.1.2 Awards shall be made by the FCC based upon the merits of each proposal in meeting the following criteria:

- a. Documentation of the particular needs for the alternative program and why those needs are not currently being met,

- b. Documentation of a plan to implement programs that fully integrate the use of the requirements as outlined in Sections 3 and 4,
- c. Identification of program goals that are clearly defined with measurable outcomes,
- d. The court's ability to sustain the program at the end of the funding period, and
- e. Projected number of youth estimated to receive program services.

7.1.3 All requests for reimbursement must be received at OSCA no later than June 15, 2017 to ensure reimbursements are processed before the end of the fiscal year.

7.1.3 Courts are encouraged to:

- a. Maximize the use of the available funds by collaborating with other circuits to jointly provide programs that one circuit would otherwise be unable to afford or sustain.
- b. Collaborate with other agencies and service providers to maximize the use of existing resources in the community, thereby reducing the amount of funding needed through this award.

7.1.4 If it appears that a court will not use all funds awarded, the Family Court Committee may, at its discretion, reduce the amount of reimbursement funds to the juvenile/family court and redistribute those funds as needed.

8. REIMBURSEMENT OF COSTS

Payments shall not be made directly to any contracted providers. Payments for contracted services must be paid by the county up front. Reimbursements made by OSCA will be sent to the county treasurer. OSCA anticipates a 2-4 week turnaround on reimbursement request.

8.1 All reimbursements must be made to the county treasurer. If more than one county is included in the proposal, the application must designate the county treasurer to whom all reimbursements are to be sent.

Note: This issue will need to be addressed with your fiscal officer when planning your project proposal.

8.2 Invoices must be submitted by the court no later than ten (10) days after the end of each month on the Certificate of Compliance Form. The forms will be provided to each court awarded a contract. Original invoices should be submitted to the following address:

Office of State Courts Administrator
P.O. Box 104480
Attn: Jessica Schwaller
Jefferson City, MO 65110-4480

8.3 Copies of all invoices and as well as supporting documentation must be attached and submitted to OSCA with the request for reimbursement.

9. APPLICATION REQUIREMENTS

All courts desiring to apply for funding for costs associated with the implementation of programs as identified herein, must submit a complete proposal incorporating all the items identified in Section 9.

9.1 Proposals must be signed by the Presiding Circuit Judge or if applicable, the Family Court Administrative Judge. If a joint application is being submitted, the Presiding Judge or Family Court Administrative Judge of each participating circuit must sign the application.

9.2 Proposals may be sent by:

- E-mail to osca.contracts@courts.mo.gov;
- Regular mail to the address on the cover page; or
- Fax to OSCA Contracts at 573-522-6152.

9.3 Proposals must include the following:

a. Name & Brief Description of Proposed Program:

Proposals must identify the court applying for funds, the program category (Supervision, Treatment, Restorative Justice, Competency or Residential Care), and a brief descriptive program summary.

b. Geographic Area & Need for the Program:

Proposals must describe unique characteristics of the population and location to be served (urban, rural, ethnic/race, sex/gender, socioeconomic factors, etc.). Proposals must explain the particular need for the program and why those needs are not currently being met through existing materials, programs, services, or other resources.

c. Target Population & Selection Process:

The proposal must describe the program target population (age, ethnic/race, sex/gender, status/law offense, etc.) and how the participants are selected (JDTA or Risk/Needs Assessment, Mental health/substance abuse screening, offense or population specific characteristics, etc.).

d. Service Provider:

Proposals must identify the individual(s) that will provide or deliver the service or program. Proposals must provide details on their credentials as they pertain to service/program, explaining how they are educationally, experienced, certified/licensed or otherwise uniquely qualified to provide/deliver service/program expectations. Proposal should also include provider resumes when possible.

e. Number of Youth Served:

Proposals must identify the intended number of youth to be served during the funding period.

f. Hours of Service:

Proposals must identify the intended number of hours of service to be provided per participant. Proposals must justify and show the calculations of how the court arrived at the estimate.

g. Fidelity Plan:

Proposals must provide a timeline and description of the steps that will be taken to implement the service/program with fidelity (See Section 3). Proposals must describe the measures that will be taken to ensure adequate utilization of the service/program.

h. Program Outcomes:

Proposals must identify the intended outcomes for the service/program and the associated outcome measure(s) from Section 4.

i. Sustainability:

Proposals must explain how the program will continue if JJPA funding is no longer available.

j. Budget:

Justifications for budgets should include the total amount requested and an itemized budget for each funding category requested. The funding categories are listed below.

- I. Contractual Services
- II. Resource Materials
- III. Equipment
- IV. Education

9.4 Each proposal must provide details to justify the budget requested. Be sure to include, at a minimum, documentation for the following with the request:

- The proposed number of juveniles served;
- The number of hours of service to be provided;
- The cost of any proposed services per person and/or per hour; and
- A calculation of how costs have been determined.

9.5 Each proposal must indicate which county reimbursements will be made. Payments will not be made to multiple counties.

9.6 All proposals must be submitted to OSCA no later than 4 p.m., April 27, 2016.

**Juvenile Justice Program Assistance Funding Proposal-FY16-17
13th Judicial Circuit Family Court-Juvenile Division**

Name & Brief Description of Proposed Program:

Supervision:

Evening Reporting Center Program

The ERC operates Monday through Friday from 3:30 p.m. until 7:30 p.m. and provides both supervision and a variety of programming to youth conducive towards pro-social learning and behaviors. The ERC is used for various reasons: 1) to transition juveniles leaving detention back into the community; 2) as a sanction for not complying with conditions of informal or formal supervision; 3) as an alternative to detention; or 4) as a condition of release from detention pending Court action. Moral Reconciliation Therapy is offered to youth two days a week which helps youth learn prosocial thought patterns to replace antisocial thought patterns. We have also partnered in the past and present with the Boys and Girls Club; Reality House Programs; Incorporated; Compass Healthcare, Incorporated; the Youth Empowerment Zone; True North; Daniel Boone Regional Library; and a variety of other community agencies to provide quality programming for the youth. The Evening Reporting Center originally began operating in 2010 in partnership with the Intersection Youth Facility where it operated with Intersection staff until 2012. In October of 2012, the Juvenile Office began fully operating the Evening Reporting Center with its own staff in the Alternative Sentencing Building which is owned by the County of Boone.

In Home Monitoring Services (GPS and Cellular)

Juvenile Division staff has used In-Home Detention for over a decade as an intervention for youth. We originally began using Voice Verification services and Electronic Monitoring through a home telephone line as provided by Behavioral Interventions Incorporated, but now use cellular and Global Positioning Satellite technology for tracking purposes which incorporates the use of an ankle transmitter fitted to the juvenile's leg to monitor the juvenile's location twenty four hours a day while allowing the juvenile to remain in the community.

Treatment:

Crisis Intervention Services (previously titled as Intensive Crisis Intervention Services)

This program, which began in 2012, aims to address youth in custody who are encountering domestic issues within the home or problematic behaviors in the school setting. A licensed therapist meets with the family in the home intensively for a two week period to identify issues and formulate a plan of strategies and services to help the family. A written report is completed and given to the Juvenile Officer and the family.

Residential Care:

Shelter Care Services

This program began in April 2010 to address domestic issues in the home that may result in the juvenile's detention. In situations in which the juvenile may not want to return home and/or the

juvenile's parents or guardians may be frustrated with behaviors in the home, it allows the youth to temporarily stay at a residential facility for children for up to five days to allow time for anger and emotions to calm and facilitate a plan for the youth to return home with services. We continue to partner with Rainbow House and Coyote Hill Youth Ranch to provide this service for our youth. These agencies also provide quality therapeutic services and care while the youth are temporarily placed in their facility.

Geographic Area & Need for the Program:

The 13th Judicial Circuit is comprised of Boone and Callaway counties which are progressive counties located in the center of the state at the crossroads of major east-west and north-south highways. Demographics are of an urban, semi-urban, and rural composition with a unique degree of ethnic diversity. Boone and Callaway Counties are home to a varying number of minority populations, including Asian, Native American, Hispanic, African American, and Multi-Racial, in addition to the Caucasian population. Population growth and prospects for additional growth are placing increasing demands on county government. According to the U.S. Census Bureau, between the 2000 and 2010 census, Boone County had a 20% increase in population and Callaway County's population increased by 8.75%. According to 2010 population data provided by the U.S. Census Bureau, Boone and Callaway counties had a combined population of 206,974. Specifically, Boone County made up 162,642 of this population and Callaway 44,332. According to the United States Census Bureau Quick Facts most recent estimates as of 2014, Boone County has a population of 172,717 and Callaway County has a population of 44,750 for a combined circuit population of 217,467 which shows moderate increases from 2010 of approximately 1.3 % annually.

According to information posted on the Juvenile Detention Alternatives Initiative (JDAI) Help Desk website (www.jdaihelpdesk.org), studies conducted on the juvenile justice system across the United States found the system to be "arbitrary, discriminatory, and ineffective". Specifically speaking, the system of detaining youth was faulted across the U.S. In the early 1990's, two out of every three youth who were detained went to detention centers that were overcrowded and could not provide the programs and services mandated by law. Less than one third of the youth were in detention for violent offenses and in 1995, two-thirds of these youth in detention were minority youth. Further research posted on the JDAI help desk website shows that youth who are placed in detention with other delinquent youth are more likely to leave detention having more undesirable behaviors than when they entered and further one study conducted in Arkansas revealed that once a youth has been placed in detention one time, their likelihood of returning was high.

In 2015, there were a total of 149 13th Circuit youth admitted to detention producing an average daily population of 4.6 and an average length of stay in detention of 11.3 days. Youth of color made up 59% of the 13th Circuit youth detained during this period. The number of youth placed in detention has marginally gone up from 2014 to 2015, increasing by 6.4%, and the average daily population also has minimally increased by 6.9%, however there was a .8 percent decrease in the average length of stay from 2014 to 2015 as well as a decrease in the number of youth of color admitted for detention. It should further be noted that the number of youth in detention is still well below the number in 2013 however, there has been an increase in the average length of stay since 2013. This can mainly be attributed to the number of youth admitted for detention who have had sex offenses, felony person, and felony property damage referrals to the juvenile office. The 13th Circuit has strived to use the JDTA to ensure only appropriate youth were detained, which is evidenced by the continued lower number of youth who are admitted for detention. Please see Table 1 below for historical data.

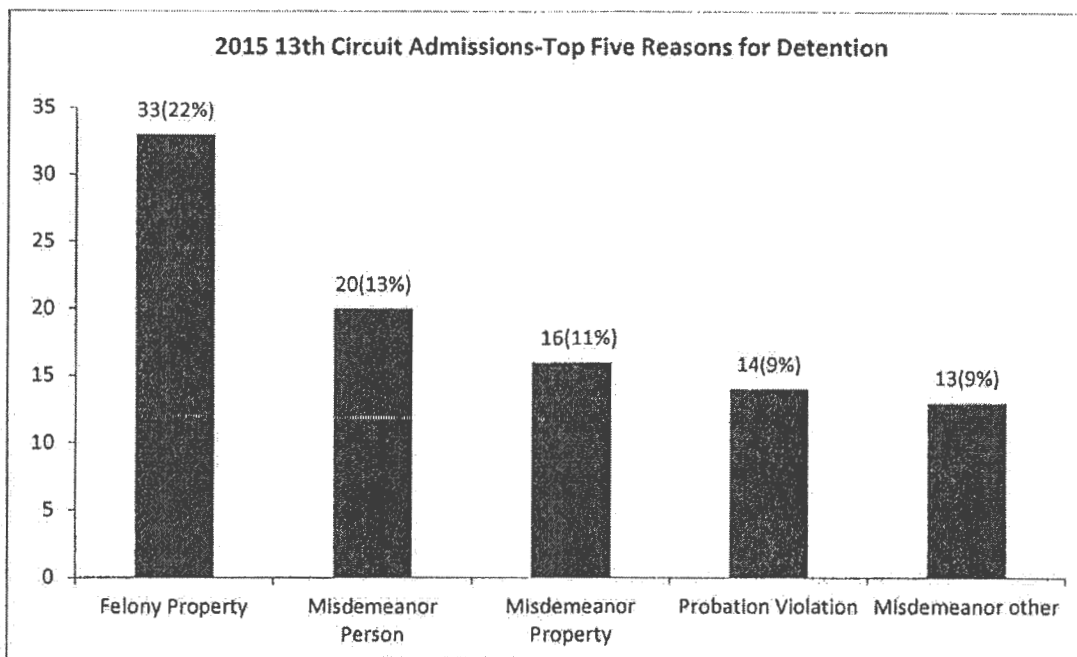
Table 1:13th Circuit Juvenile Detention Statistics 2013-2015

Year	# in Detention	ADP	ALOS (Days)	% Minority
2013	167	3.7	8.1	62%
2014	140	4.3	11.4	64%
2015	149	4.6	11.3	59%

In addition to reviewing the 13th Circuit's assessment tools for detention, in 2011, the 13th Circuit developed a Disproportionate Minority Contact Committee to look at racial disparity in the juvenile justice system through technical assistance from the Annie E. Casey Foundation, Missouri Juvenile Justice Association, and Office of State Courts Administrator. In 2008, a study was conducted by the Office of State Courts Administrator in conjunction with the Missouri Juvenile Justice Advisory Group, Missouri Department of Public Safety, and the Missouri Juvenile Justice Association. The study found that Boone County had a relative rate index (RRI) of 7.7 for African American youth referred to the juvenile justice system. According to this report, the relative rate index measures the over or under representation of minorities at certain contact points in the juvenile justice system.

This relative rate index shows that African American youth were referred to the juvenile justice system in Boone County Missouri 7.7 times more than their Caucasian counterparts which can lead to over representation of youth of color in juvenile detention facilities. According to a more recent report completed by the Office of State Courts Administrators in October of 2015, the relative rate index in Boone County stood at 6.3, which is lower than 7.7, but an increase from 2013 when the RRI was 6.0. This may indicate that the efforts through JDAI have had an impact on decreasing these numbers, but this is something that we will continue to monitor and address. The 13th Circuit continues to work towards reaching the statewide relative rate index average of 2.8 and recent numbers seem promising towards reaching that goal in the future.

After looking at detention admission numbers for the Robert L. Perry Juvenile Justice Center, the next area of focus was to determine why youth are being detained at the Robert L. Perry Juvenile Justice Center. The following chart is a breakdown of the top five reasons for admission in 2015 and the number and percentage of youths admitted for each category:



Graph 1: Top 5 Detention Reasons 2015

Admissions data for 2015 above illustrates that the top five reasons for detention were: 1) Felony Property, 2) Misdemeanor Person, 3) Misdemeanor Property, 4) Technical or Probation Violation, and 5) Misdemeanor other. Status Offenses are no longer part of the top five reasons for detention which is promising; however probation violations continue to be the number four reason for detention of youth two years in a row. "Misdemeanor other" refers to offenses such as peace disturbance by fighting, trespassing, and other misdemeanor law violations. Overall, four out of the top five reasons for detention are law violations. This is an indication that detention is being used appropriately for community safety. Sex offenses was the number six reason for detention and impacts average daily population and average length of stay if the juvenile needs to stay at the Robert L. Perry Juvenile Justice Center because they would otherwise have easy access to the victim.

According to experts in the field of Juvenile Justice, professional standards suggest that secure detention should be used to make sure that the youth appears in court and to minimize the risk of serious re-offending while waiting to appear in court. The percentage of youth who were detained for failure to appear in Court for the 13th Circuit in 2015 was 3%, which is very small compared to the top five reasons listed above which indicate the alternatives to detention developed are having an impact in this area. Prior to January 1, 2010, in the 13th Circuit, the decision to detain youth was at the discretion of 14 different deputy juvenile officers, leaving the decision to detain or not, to be highly subjective. At that time, the 13th Circuit had guidelines to follow when making a decision to detain, however the reason to detain was based generally on criteria such as the offense committed, how cooperative the youth/parents were, whether or not they had a suitable adult to supervise them, and the need to hold youth accountable for their actions. All these factors could be influenced by the youth's attitude, pressure from law enforcement to authorize detention, the deputy juvenile officers' frustration in not knowing what else to do with the youth as well as the responsibility to public safety.

On January 1, 2010, the Thirteenth Circuit Juvenile Division began using the Missouri Juvenile Detention Assessment (JDTA) on all youth who were presented for detention whom the juvenile

office had in-person contact with. In 2012, the Missouri Juvenile Detention Assessment was implemented for all youth presented by law enforcement. The table below shows how many youth scored within each of the three risk levels on the form for the years 2012 to 2015.

Table 2: 13th Circuit JDTA's Administered 2012-2015

Year	High	Medium	Low	Total for Year
2012	141	156	628	925
2013	126	167	526	819
2014	155	177	505	837
2015	105	143	514	762

In 2015, there were 36 overrides of the JDTA instrument. This amounted to an override rate of 4.7%, lower than the 2014 rate of 6.3%. However the override rate that JDAI focuses on is the rate of those youth eligible for release or release with a detention alternative who are placed in detention. This would be all youth who scored in the medium or low risk range and were placed in detention. In 2015, there were 13 medium risk youth and 2 low risk youth placed in detention, which amounted to 2.3 % of the 657 youth eligible for release. This rate was lower than our projected goal of 10% and lower than our 2014 rate of 2.7%. Our override rate continues to remain well below our projected goal and the maximum recommended override rate. The use of the JDTA has greatly improved our process of determining which youth are appropriate for detention. In using the JDTA form, it has helped create an objective decision making process for all youth. It should be noted that since 2012, the number of JDTA's completed correlate to the decreased number of referrals that have been presented to the Juvenile Office over the past 4 years. In 2012, the 13th Judicial Circuit received 2,160 referrals for delinquent and status offenses. In 2015, that number had decreased to 1,784, a 17% decrease in referrals.

While the court has strived to work on creating and maintaining alternatives to detention, one major obstacle is funding. The circuit began providing GPS and Cell Unit Monitoring in March 2011, but found that this alternative was cost prohibitive for families. The court used Title II funds to help families who were determined indigent by the Court; however this funding ended on September 30, 2012. Title II dollars were also used to pay for Shelter Care as an alternative to detention. The circuit has provided shelter care as an alternative to detention since April 1, 2010. OSCA began funding CIS, Shelter Care, some ERC services, and In Home Detention in July 2013 through the Juvenile Alternatives to Detention Program Grant. Starting in July 2014 these programs were funded through the Juvenile Justice Program Assistance Grant which continues to the present.

Funds are being requested so that we can continue to pay for the use of shelter care and to continue to pay for the use of GPS and cell units for electronic monitoring for all youth placed on In Home Detention through cell and GPS units as an alternative to detention and a sanction.

In terms of funding requested for the Evening Reporting Center, there are two major costs: Moral Reconciliation Therapy ("MRT"), and meals. The circuit has an agreement with Reality House Programs, Incorporated, who provide a licensed therapist to facilitate MRT to the youth participating in the Evening Reporting Center at a cost of \$35.80 per unit, for two days a week. A unit is equivalent to 1 hour. MRT requires the use of workbooks for which funding is needed. MRT therapy was originally covered through a diversionary grant through the Missouri Division of Youth Services; however, funding was depleted at the end of December 2014, and a Juvenile Justice Program Assistance Grant Amendment was submitted to allow it to be covered starting in

January 2015 through the end of June 2015. This continues to be funded through the Juvenile Justice Program Assistance Grant. There are also costs associated with providing daily meals for the youth at the Evening Reporting Center. The circuit uses the United States Department of Agriculture Guidelines to provide cold meals for youth which consists of two slices of bread and youth's choices of either peanut butter and jelly, or sandwich meat; snack crackers; a fruit cup or pudding and a nutritious drink with appropriate daily values of vitamin C. The circuit requests minimal funding for Evening Reporting Center supplies such as paper plates, food preparation gloves, paper towels, cups, and wet wipes for food cleanup. In addition, youth do a variety of educational and art activities and the circuit requests funding for minimal art supplies such as paper, paint, markers, colored pencils, glue, and safety scissors for these activities.

In 2011, Crisis Intervention Services (CIS) were developed to address situations involving youth in custody by law enforcement for domestic related status offenses or law violations as well as disruptive school behavior. The therapist makes recommendations for additional services for the families and a final meeting is held with the family, therapist, and Juvenile Office representative to ascertain the success of the program. In addition a stakeholder survey is completed by the family at the completion of the program. The therapist is then reimbursed at a rate of \$625 per family served. These services were funded through the Annie E. Casey Foundation until 2012, juvenile diversion funds were received through OSCA that helped the 13th Circuit continue to fund these services and now have been funded through the Juvenile Justice Program Assistance Grant since July 2014.

The 13th Circuit wants to continue to offer Crisis Intervention Services (CIS), a detention alternative that addresses the immediate crisis needs facing youth age 8-16, who are in custody with law enforcement for domestic related status or law violation offenses as well as for disruptive school behavior. CIS can also be used as a sanction for youth under supervision who are experiencing disruptive behavior in school or domestic issues in the home who may not be in the custody of law enforcement, but need a more immediate response to their current issues.

The 13th Circuit used several of these alternatives to detention more frequently as a sanction for youth in 2015 who are already under the jurisdiction of the court as a means to address dangerous or problematic behaviors in lieu of placement at the Robert L. Perry Juvenile Justice Center for detention or evaluation. Currently, the circuit regularly uses both cell and GPS In-Home Detention as well as the Evening Reporting Center as sanctions for violations of a juvenile's supervision, which overall have been very successful in addressing problematic behaviors in lieu of detention. Also several youth who have scored a release on the Missouri Juvenile Detention Assessment, but had a supervisory approved override up, were assigned to Shelter Care and the CIS program when a simple release back to the family was not seen as suitable by both the Deputy Juvenile Officer, parent, and the youth and more intervention was needed.

In 2011, the 13th Circuit researched and worked to establish a uniform sanctions grid to respond to technical probation violations. With the creation of the sanctions grid, the Evening Reporting Center and In Home Detention are used to respond to serious and persistent technical probation violations such as persistent school problems, youth who run away from home for extended periods of time, and youth who fail to report to see their Deputy Juvenile Officer as directed on multiple, consecutive occasions. Multiple youth who had been detained at the Robert L. Perry Juvenile Justice Center, were released at the detention hearings pre-adjudication to participate in several alternatives to detention such as CIS, ERC, and In Home Detention once it was determined that further detention was not needed pending adjudication and disposition. Furthermore, several youth were released from the Robert L. Perry Juvenile Justice Center post adjudication, pre-disposition, which were being evaluated on the program side of the Robert L.

Perry Juvenile Justice Center. This allowed further evaluation of the youth in the community while participating in the Evening Reporting Center or In Home Detention as a step down to a less secure environment, but with some restriction of movement and services in place.

Several youth have also participated in the Evening Reporting Center and In Home Detention post-adjudication and post-disposition as a supervision sanction when it was determined that some problematic behaviors persisted that needed further restriction and monitoring, but did not rise to the level of detention or placement at the Robert L. Perry Juvenile Justice Center.

Target Population & Selection Process:

The 13th Circuit began participating in JDAI in October of 2009. It was not until January 1, 2010, that the 13th Circuit officially began using the Juvenile Detention Assessment (JDTA) to screen referrals to detention. Shortly thereafter, other JDAI core strategies were being researched and implemented in our circuit in efforts to reduce the unnecessary use of detention in the 13th Circuit and develop alternatives to detention for youth in the community.

A primary tool used by the Juvenile Division in delinquency and status offense cases is the Risk and Needs Assessment Form. A risk assessment is completed on juveniles at the point of intake and helps guide decision-making regarding disposition as well as an appropriate level of supervision. A risk/needs assessment is completed on all youth who receive a referral for status and delinquency offenses. Some of the information gathered for risk and needs is based on self-reporting information provided by parents and children as well as information gleaned from the juvenile's file. Each youth has a risk and needs level assigned which is also used in determining whether to use the Evening Reporting Center, In Home Detention, Crisis Intervention Services, or Shelter Care as a possible sanction to addresses referrals or inappropriate behaviors reported to the Juvenile Officer. A sanctions grid is employed by the 13th Judicial Family Court-Juvenile Division in determining the correct sanction for youth.

Our target population are any youth who are presented to the Juvenile Officer in custody by law enforcement who are subsequently assigned a score on the Missouri Juvenile Detention Assessment Form as well as any youth under Informal or Formal Supervision who has had violations of supervision and require an increased response to these violations according to the risk/needs assessment and graduated sanctions matrix.

Service Provider:

The 13th Circuit has been fortunate in that those agencies or individuals providing services for us have remained relatively stable over the past several years.

CIS: We continue to partner with two local counseling agencies to provide Crisis Intervention Services. Ellis and Associates and Affinity Counseling each provide us with a therapist that is a licensed therapist in the state of Missouri and has a master's level of education. Sarah Gray of Ellis and Associates has been providing CIS services for us since 2011. She has a Masters in Educational Psychology and is a Licensed Professional Counselor in the state of Missouri, having practiced therapy for over ten years. In addition Dr. Jacqueline Ellis, the founder and owner of Ellis and Associates, has a Doctorate in Educational Psychology and is a Licensed Psychologist in the state of Missouri. Another employee of Ellis and Associates, Pat Burns, who also offers advice on CIS cases, has a Masters in Clinical Social Work and is a Licensed Clinical Social Worker in the state of Missouri. Tanya Weigand also has been providing CIS services for us

since 2011 through her company Affinity Counseling, LLC. She has a Masters in Clinical Social Work and is a Licensed Clinical Social Worker in the state of Missouri. We previously partnered with Sara Ford of Youth Transitions in 2011-2012. Our current CIS partners have been very consistent in their services.

GPS/Cell Monitoring: The 13th Circuit continues to partner with Behavioral Interventions, Incorporated for all of our In Home Detention Monitoring needs for well over a decade and we continue to receive consistent and innovative monitoring services from this business agency. For further information regarding their services, please review their website at www.bi.com.

Shelter Care: We continue to partner with the Rainbow House, our regional Child Advocacy Center, and Coyotes Hill Ranch. Each of these agencies is licensed in the state of Missouri to provide emergency residential services for male and female youth age 0-18 years. They have been our Shelter Care Providers since 2010.

Evening Reporting Center: Reality House Programs, Incorporated continues to provide us with Moral Reconciliation Therapy at our Evening Reporting Center. Blair Campier is a certified provider of both adult and juvenile MRT services. We have partnered with Reality House programs for this service since 2012. We also partner with multiple agencies in the Columbia/Boone County area to provide many other services free of charge as mentioned previously such as Compass Health, Incorporated, Daniel Boone Regional Library, Urban Agriculture, True North, Youth Empowerment Zone, Columbia Police Department, Missouri Highway Patrol, Boone County Sheriff's Department, the Columbia/Boone County Health Department, and several others as listed in our resource provider list.

The credentials for each of the service providers mentioned above have been included with this grant proposal.

Number of Youth Served and Hours of Service:

CIS: The circuit estimates that approximately 18 youth and families would be served at \$625 per youth/family, which comes to \$11,250 which is a moderate increase from our previous estimate of 15 youth due to past and current usage trends. Specifically, this breakdowns to each family receiving approximately nine hours of service weekly for two weeks, giving each family approximately eighteen hours of crisis intervention services. This figures out to an hourly rate of \$34.72. The \$625 payment to a provisionally or fully licensed clinical social worker or professional counselor would cover any mileage or administrative cost associated with them providing this service. This would be a total of 324 estimated hours of service during the grant period.

The circuit arrived at this estimate in that during the previous grant cycle the circuit had 15 families placed in the CIS program and 10 families that actually participated. During the first 3 quarters of the current grant reporting period the circuit have had 17 placed in the CIS program, therefore the circuit anticipates we will have approximately 18 families that will participate. We also plan to continue using this program as a sanction for youth, post adjudication/disposition, who are having difficulties in the home that have led to a parental referral or school referral. We have seen an increase of this program used as a sanction for youth, with 12 of the 17 families participating as sanction.

GPS/Cell Unit Monitoring:

One of our case processing goals is to have all youth placed on in-home detention be released from the program within fourteen days. It is our circuit's policy and practice to release youth at their first court appearance if they have had no problems or concerns while on in-home detention. The circuit continues to have the goal of setting each of these youth for first appearance within 14 days of being placed on in-home detention. During the first half of this grant year, July 1 through December 31, the average number of days youth have been placed on home detention as an alternative to detention has been 20.4 an increase of approximately 4 days from the previous grant year. Some of this can be attributed to youth with felony sex offenses that had extended periods for contested hearings to monitor whereabouts pre-adjudication and several high risk offenders pending adjudication. During the first three quarters of this grant year, the circuit has had 44 youth participate in GPS or Cell Unit Monitoring as an alternative to detention or a sanction. The circuit continues to have the goal of putting more of our technical probation violators who are in custody and who score detention on GPS or Cell Unit Monitoring instead of those youth having to be placed in detention. If they are placed in detention, the circuit looks to immediately release them at their detention hearing on home detention until their next court appearance. For the current grant year and for the coming year, we will be looking to cover all youth placed on In Home Detention as an alternative to detention and post adjudication/post disposition sanction. Based on current usage patterns, we estimate providing 1180 days of Cell Unit Monitoring or GPS monitoring for approximately 20 days each to 59 youth based on current usage patterns. The cost of Cell Unit Monitoring is \$4.24 daily and the cost of GPS Monitoring is \$4.35 daily. Cell Units have been used the majority of the time during the first three quarters of the grant year with GPS units being used approximately 20% of the time, which is an increase in GPS units used from the previous grant period in which 9% were used. We will continue to monitor any changes in this trend.

Shelter Care: We are estimating providing shelter care to 4 youth who stay an average of 5 days at a time which comes to 20 shelter care beds at \$79.85/night. The maximum days allowed to remain in shelter care is 7 days. We arrived at this figure by looking at 2014 data where 6 youth was served which was an increase from 4 youth in 2013, However, during the first three quarters of this period, 1 youth has been served. In averaging the fluctuation of usage between grant year 2013 to the current year, an average of 3.66 utilized Shelter Care each year during this 3 year time period. We continue to feel that this program is being underutilized and are looking at ways to increase the usage of this program.

Evening Reporting Center: In September, 2012, we began facilitating our own Evening Reporting Center in a building owned by Boone County. Boone County assumes the costs of the building. Costs of the program include purchasing Moral Reconciliation Therapy workbooks, meals, and snacks five days a week while programming is being facilitated by the court. Grant funds were previously received through Court Diversion Funds from the Missouri Division of Youth Services to assist in the cost for the licensed practitioner who provides the Moral Reconciliation Therapy, however those funds were depleted and Moral Reconciliation Therapy was then covered under the Juvenile Justice Program Assistance Grant as of January 2015. We would like to continue funding Moral Reconciliation Therapy through the Juvenile Justice Programming Assistance Grant as it is such an integral part of the programming at the Evening Reporting Center and would allow for greater continuity of programming and costs. Moral Reconciliation Therapy is an evidenced based model of treatment. From July 1, 2015 through March, 2016, 26 youth participated in the Evening Reporting Center, or an average of 2.9 youth monthly for a projection of 35 youth for the fiscal year. The average number of days for youth participation was 14 days. We would look to continue the use this program as not only an alternative to detention, but also as a sanction for youth. This would entail each youth participating in MRT therapy two days a week for approximately four sessions or 6 units in two weeks. MRT therapy is

\$35.80 per unit or per 1 hour session. Sessions are 1.5 units or \$53.70 per daily session or \$214.80 for 6 units in a two week period resulting in a projected monthly cost of \$429.60 or a yearly cost of \$5155.20. That is equivalent to \$147.29 per youth for 35 youth. The cost of MRT per youth increases as fewer youth participate as it is a group therapy method. Meals, snacks, and ERC supplies have been \$420.34 during the first 3 quarters of this grant year, therefore we estimate a cost of \$565.95 for fiscal year 2015-2016 or \$16.17 per youth. Supplies consist of items such as educational, art, and food preparation items. MRT workbooks are \$25.00 for each youth for a cost of \$875 for 35 youth.

We arrived at this estimate as we had 26 youth participate in the ERC as an alternative to detention or sanction between July 2015 and March 2016 which is showing a decrease of usage from the previous grant period in which 46 youth had participated between July 2014 and June 2015. We anticipate a consistent use of this program not only as an alternative to detention, but also as a sanction for youth to remain in the community with closer supervision and treatment as we have streamlined usage of the program so that youth who are referred to the Evening Reporting Center as a sanction no longer require a court order to participate. In addition, youth under Informal Supervision are now allowed to participate as a sanction for behaviors.

We believe the decrease in the use of these services overall is a good sign in that fewer youth have been referred to the Juvenile Office during this time period and have been diverted from the Juvenile Office through Diversion Programs such as the Heroes Program, Interagency Meetings, and Teen Court as well as the memorandum of understanding between the Columbia Public Schools, law enforcement, and the Juvenile Courts that works to reduce the number of unnecessary referrals to the Juvenile Office; and other services such as services funded through the Boone County Children Services Fund. In 2012, 2160 youth were referred to the Juvenile Office for delinquent and status offenses. In 2014, this number had decreased to 1,718 youth being referred to the Juvenile Office for delinquent and status offenses. There was a slight increase to 1,784 in 2015, however the overall trend has been a decrease in referrals for the past 3 years. Future services such as the Boone County Family Access Center or FACES may help decrease these referrals even further in the future. The Family Access Center is a joint venture between the University of Missouri-Columbia School of Social Work and several other agencies such as the Juvenile Court, law enforcement agencies, Boone County schools, and community treatment providers funded primarily through the Boone County Children's Services Fund to provide crisis intervention and mental health services for youth aged 0-19 and their families in Boone County, Missouri. This would also be a diversion in which youth would be referred to the Family Access Center instead of a referral to the Juvenile Court as a means to provide emergency services and support.

Fidelity Plan:

It should be noted that each of the services mentioned above, are well established and documentation of their implementation and prior usage have been submitted previously. The 13th Judicial Circuit uses two main ways to ensure adequate utilization of each service. For youth who are presented to the Juvenile Officer in the custody of law enforcement and who subsequently score between 10-14, which would indicate an alternative to detention, the Deputy Juvenile Officer must consider an alternative to detention such as In Home Detention, the Evening Reporting Center, Crisis Intervention Services, Shelter Care, a Conditional Release, or some other community alternative such as mental health treatment. In the event, the Deputy Juvenile Officer feels that an alternative to detention is not appropriate, an override up or down must be obtained from a supervisor with an explanation of why an override of the JDTA score is recommended.

Next, for youth who are under informal or formal supervision of the court, if the Deputy Juvenile Officer has reviewed a youth's risk/needs score and consulted with the graduated sanctions matrix, the Deputy Juvenile Officer must obtain permission from a supervisor prior to placing a juvenile in one of the programs listed above. The Deputy Juvenile Officer must also request permission prior to submitting a petition or motion to modify for filing in court to determine whether a sanction such as the ones listed above would be more appropriate than a formal filing in court. These methods help to ensure that youth are receiving the appropriate alternative to detention or sanction for the presenting behavior.

Program Outcomes:

Goal: Provide detention alternatives to youth that are specific to a youth's and family's needs in order to prevent subsequent detentions/referrals and additionally provide post adjudication/dispositional services that can be used as a sanction to prevent further re-offenses and lessen the need to return to court and/or have a juvenile detained.

CIS:

Objective 1: Survey each family who receives services under the program and report number and percentage who reported the service met their needs and was helpful to them.

The number of families that completed the CIS exit survey was 8 out of the 17 families that received services. Of those 8 families who completed the survey, 7 families or 87.5% reported that they felt the family therapy services were helpful. In addition, 6 families or 75% felt their family situation improved. The other two families reported that their family situation stayed the same. Five families or 62.5% of those surveyed, reported that their child's emotional control improved. One family reported it stayed the same and the two remaining families reported that this did not apply to their family. Of the 8 families surveyed, five left comments. Four families reported the services were very beneficial overall and one family reported that more time should have been spent with the family by the therapist to make recommendations. It should be noted that of all of the 8 survey answers, no family reported that their family situation worsened. Also, 7 families or 87.5 percent reported that the therapist met with their family for enough time and felt the therapist themselves provided them with adequate services. Of the families that completed the survey, it can be concluded that most felt that CIS services were beneficial for their family. A supervisor from the Juvenile Office meets with the families and therapists for a closing meeting and then gathers survey information to then follow up with the therapists to provide feedback on survey results to explore any potential issues or barriers that prevented successful therapeutic interventions.

Objective 2: Track the number and percentage of youth who receive services and who receive a new law violation referral prior to their intake conference/court hearing or completion of the program as well as the number and percentage of youth who receive subsequent law violation referrals within 6 months after their release from the program.

Of the 17 families that participated in the program in the first 3 quarters of this fiscal year, 13 families fully participated in the program resulting in an invoice for services from the therapist. The other 4 families began CIS, but failed to complete the program either due to refusal to continue to participate, placement out of the home, or lack of contact with the therapist, but each were participants for a period of time, however the therapist did not invoice for the short period of participation. Of the 17 families that participated in the program, 10 families successfully

completed the program. This would be a 58.8% success rate of the 17 families that began the program. Of the 17 youth that participated in the program, only three youth received a new law violation resulting in a 17.6 percent recidivism rate while participating in the program. Of the 17 youth in the program, 15 youth or 88.2% appeared either for court or their intake conference as directed. Of the 17 youth who were in the CIS program, within six months 10 youth received a new law violation after release from the CIS program, resulting in a 58.8% 6 month recidivism rate at the end of the 3rd quarter of this grant cycle. It should be noted that four youth or 23.5% did not have six months elapse at the end of the 3rd quarter of the grant cycle, but had not received a new law violation at the end of this period also.

Objective 3: Track the number of youth who receive services who are detained prior to successfully completing the program as well as the number and percentage of youth who are detained within 6 months after the release from the program.

Of the 17 youth who participated to the CIS program, 2 of the 17 youth or 11.7 % were detained during the program. Of those same youth who were referred, 4 youth or 23.5% were detained within 6 months after release from the CIS program by the end of the 3rd quarter of the grant cycle. 6 youth or 35.3% did not have six months elapse at the end of the 3rd quarter of the grant cycle, but had not been detained by the end of this period also.

GPS/Cell Unit Monitoring:

Objective 1: Track the number of youth who are placed on GPS and Cell Unit Monitoring as well as the number and percentage of youth who receive a new law violation referral prior to their intake conference/court hearing or completion of the program and within 6 months after their release from the program.

In regard to the Juvenile Officer's In-Home Detention Program with use of cell and GPS technology, 44 youth have participated through the 3rd quarter of this fiscal year. As of this report, 42 of those youth had completed the program and two had started in the 3rd quarter, but were still participating in the program. Of the 42 youth who had completed the program, only 2 youth or 11.7% had received a new law violation while participating in the program. Of the 42 youth who completed the program, 19 or 45.2% percent have received a new law violation within 6 months after release from the program. It should be noted that 18 youth or 42.9% did not have their six month time period elapse at the time of 3rd quarter of this grant cycle, however that 42.9% had not received a new law violation at the end of the 3rd quarter of the grant cycle. Of the 42 youth who participated in the program, 36 youth were successful in the program or 85.7% success rate.

Objective 2: Track the number of youth who are placed on GPS and Cell Unit Monitoring who fail to appear for their scheduled intake/court hearing.

Of the 42 youth who completed the program, all 42 youth or 100% either appeared for Court or their intake meeting as directed. None of these youth had failure to appear, which shows an incredible success rate of this program, for ensuring youth appear for Court or their intake conference.

Objective 3: Track the number of youth who are placed on GPS and Cell Unit Monitoring who violate the conditions of GPS/Cell Unit Monitoring and are detained prior to completing the program and number of youth detained within 6 months after release from the program.

Of the 42 youth who completed the In Home Detention Program through 3 quarters of the fiscal year, 6 youth were detained during the program or 14.3%. In addition of these 42 youth, 19 youth were detained within 6 months after release from the In Home Detention Program as of the end of the 3rd quarter of the grant cycle. 19 youth or 45.2% were unknown as their six month time period had not elapsed, but they had not been detained by the end of the 3rd quarter of the grant cycle.

Shelter Care:

Objective 1: Track the number of youth who are placed in Shelter Care as well as the number and percentage of youth who receive a new law violation referral prior to their intake conference/court hearing or completion of the program and receive a new law violation referral within 6 months after their release from the program.

One youth participated in Shelter Care during this fiscal period through the end of March. This youth received no new law violation while participating in Shelter Care and also received no new law violation within 6 months after release from the program.

Objective 2: Track the number of youth who are placed in Shelter Care who fail to appear for their scheduled intake/court hearing.

One youth that participated in Shelter Care appeared for his Court hearing as directed.

Objective 3: Track the number of youth who are placed in Shelter Care who violate the conditions of Shelter Care and are detained within 6 months after their release from the program.

This youth was not detained while participating in the Shelter Care program and he further was not detained within 6 months after release from the Shelter Care program.

We would like to increase the use of this program as traditionally it has been a very beneficial program in the past and we would like to have more youth participate to garner additional data for analysis of the success of the program. We are working to explore ways to increase the use of this program. While not a program that has been used frequently in the past, it has been helpful in preventing some youth from being detained in the past.

Evening Reporting Center:

Objective 1: Track the number of youth who are placed in the Evening Reporting Center as well as the number and percentage of youth who receive a new law violation referral prior to their intake conference/court hearing or completion of the program and within 6 months after their release from the program.

During the first 3 quarters of this grant reporting period, 26 youth have participated in the program. It should be noted that of these 26 youth, 2 were still participating in the program as of the end of the 3rd quarter. Of the 24 youth who completed the program, 3 youth or 12.5% received a new law violation while participating in the Evening Reporting Center. Of these same 24 youth, 13 youth have received a new law violation within 6 months after release from the program thus far or 54.2%. Five youth or 20.1 % did not have six months elapse as of the end of the 3rd quarter of the grant, but had not received a new law violation by the end of the 3rd quarter.

Objective 2: Track the number of youth who are placed in the Evening Reporting Center who fail to appear for their scheduled intake/court hearing.

Of the 24 youth who completed the Evening Reporting Center thus far, all 24 or 100% either appeared at their intake meeting or appeared in Court as directed.

Objective 3: Track the number of youth who are placed in Evening Reporting Center who violate the conditions of Evening Reporting Center who are detained and detained within 6 months after their release from the program.

Of the 24 youth who completed the Evening Reporting Center through the 3rd quarter of this fiscal year, 6 youth or 25% were detained while participating in the program. Of these same 24 youth, 13 youth were detained within 6 months after release from the program or 54 percent. Five youth or 20.1 % did not have six months elapse as of the end of the 3rd quarter of the grant cycle, but had not received a new law violation by the end this cycle.

Please see the table below for further illustration of the outputs and outcomes discussed above. The illustration below further details the number and percentage of minority youth to show how our programs also have impacted disproportionate minority contact as many of these youth might have been detained or would have had a legal pleading filed in court if not for these resources.

Table 3: 13th Circuit Outputs and Outcomes

3 Quarters of FY 15-16	CIS	ERC	Shelter Care	IHD
# of Youth Served	17	26(24 complete)	1	44(42 complete)
% Completed Successfully	58.8% (10)	66.7% (16)	100% (1)	85.7% (36)
% No New Law	82.4% (14)	87.5% (21)	100% (1)	95.2% (40)
% No New Law in 6 months	17.6% (3) *23.5% (4)	25% (6) *20.1%(5)	100% (1)	11.9% (5) *42.9%(18)
% Not Detained	88.3% (15)	75% (18)	100% (1)	85.7% (36)
% Not Detained in 6 months	41.2% (7) *35.3% (6)	33.3% (8) *20.1% (5)	100% (1)	9.5% (4) *45.2% (19)
% Appeared for Intake/Court	88.2% (15)	100% (24)	100% (1)	100% (42)
% Minority Youth Served	35.3% (6)	80.8% (21)	0% (0)	52.3% (23)

*It should be noted that numbers listed with an asterisk next to it are youth whose six month tracking period had not elapsed at the end of the 3rd quarter and had not been detained or had not received a new law violation by the end of the 3rd quarter.

In looking at this table, each of these programs has been successful in most of the outcomes we set to measure except 6 month recidivism and detention. It should be noted that each of these programs were originally developed and targeted to address short term recidivism and detention needs as opposed to longer term recidivism and detention, however they do provide insight into the continued need for more services to address more long term recidivism in youth. In addition,

note the percentage of minority youth who participated in these programs as the disproportionate number of minority youth who were taken into custody by law enforcement or referred to the Juvenile Office may have potentially been detained or taken to Court if not for these interventions. It should be noted also that youth who appeared for intake or court, would also include youth who were sanctioned and successfully met with their supervising Deputy Juvenile Officer as directed to address the referral or violation.

Sustainability:

If funding is no longer available for these programs the circuit will examine resources from our existing budget to cover the cost of the programs. The circuit would have to evaluate our detention alternatives and post adjudication/dispositional programming and the success of each and then determine which alternatives and post adjudication/dispositional services the circuit is able to continue funding using our existing contractual dollars.

Budget Narrative:

CIS: \$625/juvenile and family x 18 juvenile/families = **\$11,250**. This breakdowns to approximately 18 hours of counseling and crisis services from a provisionally or fully licensed clinical social worker or professional counselor over a two week period @ \$34.72/hour. The \$625 payment to a provisionally or fully licensed clinical social worker or professional counselor would cover any mileage or administrative cost associated with them providing this service.

GPS/Cell Unit Monitoring: \$4.24/day x 940 days of Cell Unit Monitoring = \$3,985.60 and \$4.35/day x 240 days of GPS monitoring = \$1044 for a total of **\$5,029.60** The circuit estimates providing 940 days of Cell Unit Monitoring to 47 youth for approximately 20 days each which comes to \$84.80 per youth. The circuit also estimate providing 240 days of GPS monitoring to 12 youth for approximately 20 days each which comes to \$87per youth.

Shelter Care: Current state of Missouri Emergency Residential care rate of \$79.85/day x 20 days= **\$1,597** This is based on serving 4 youth staying an average of five days. \$79.85 x 5 days=\$399.25/youth.

Evening Reporting Center: The cost per youth is \$188.46, which includes \$147.29 for MRT per youth, \$25.00 for an MRT workbook per youth, \$16.17 for meals, snacks, and supplies per youth. Therefore with 35 youth at \$188.67 each = **\$6,596.10**

Summarization:

CIS: \$11,250
 GPS/Cell Unit Monitoring: \$5,029.60
 Shelter Care: \$1,597
 Evening Reporting Center: \$6,596.10

Total Funding Request: **\$24,472.70**

County Treasurer to which all reimbursements will be made:
 Tom Darrough, Boone County Treasurer

All proposals must be submitted to OSCA no later than 4 p.m., April 27, 2016.

Tanya Weigand, MSW, LCSW

2403 Corona Road
Columbia, Missouri 65203
(573) 808-4026
tweigand@socket.net

EDUCATION

Licensed Clinical Social Worker--State of Missouri
March 2011

License No. #2011010752

Masters of Social Work
Nonprofit Management and Leadership Certificate
University of Missouri-St. Louis, Missouri
August 2006 GPA 3.707

Bachelor of Social Work
Columbia College- Columbia, Missouri University of Missouri-Columbia, Missouri
May 2000 GPA 3.675 Cum Laude 01/1994-12/1994 and 8/1995-3/1996

EMPLOYMENT

Columbia Public School System-Battle High School, Columbia, Missouri

Social Worker 8/2014-present

First Social Worker hired in district to support SSKIP Program, Teach Students (grade 9-12) subjects including Social Skills, Emotional Health, Mental Health, Resiliency Skills, Prevention, Drug and Alcohol Education, etc.; Development and Implementation of Curriculum; Outreach Counselor for Students receiving Special Education services; Individual, Group and Family Therapy/Intervention; Assessments; Safety and Crisis Intervention and Individualized Plan Development; Collaboration with Partnership and local Social Services agencies; Restoration facilitation for Students, Teachers and Administrators; Training and Support to Teachers regarding Mental Health, Trauma and evidence-based interventions; Multidisciplinary teamwork

Pathways Community Behavioral Healthcare, Columbia, Missouri

Regional Director of Addiction Recovery Services 1/2013- 8/2014

Oversee multiple Inpatient and Outpatient programs throughout Mid-Missouri providing comprehensive Substance Abuse and Mental Health services. Programs include multiple Family Counseling Center Outpatient Centers, McCambridge Center for Women and Children, NAVIG8 Adolescent Treatment Program, six Drug Courts, DWI Court, Co-Occurring Treatment, Family Programming; SATOP and School-based services; Participation in Merger Activities; Clinical Supervision; Program Development; Fundraising/Marketing; Fiscal and Productivity Responsibility; Contract Compliance; Grant Writing; MOU Development; Marketing; Curriculum Development; Fatality Reviews; Training/Presentations; Community Outreach/Networking; Media Relations; Employee Supervision, Development and Evaluation

Affinity Counseling LLC, Columbia, Missouri

Owner/Therapist 10/2011-present

Individual, Group and Family Therapy; Child/Adolescents; Relationships; Substance Abuse/Addictions; Bonding Assessments for custody hearings; Juvenile Delinquency Assessments/Therapy; Financial Peace Concepts; Life Coaching; Resiliency; Judicial Expert Witness; Marketing; Business Development; Contract Acquisition; Business Management

Missouri Alliance for Children and Families, Columbia/Jefferson City, Missouri

Care Management Supervisor 11/2008-1/2013

Case Manager 8/2007-11/2008

Supervision of Case Managers and College Interns in Multiple Circuits throughout Mid-Missouri; Specialized Case Management/Therapeutic work with children and families with severe needs in the home, school and community; Multidisciplinary Team Facilitation/Participation, Evaluation of Individualized Care Plans; Wraparound philosophy; Court and Fostering Court Improvement participation; Fiscal Responsibility of over \$300,000/monthly; Training/Presentation; Advocacy; Urban and Rural Social Work; On-call responsibilities; Knowledge of Missouri Foster/Adoptive care system and Social Services; Participation in the Putting Kids First Initiative

Catholic Charities-Marian Hall Residential and Villa Maria Center (CSCY), St. Louis, Missouri

Residential Coordinator 12/2006-8/2007

Oversee two sites providing Residential and Emergency shelter to adolescent females; Maternity program for expectant adolescents; Parenting services for those with children; Management of Youth Care Staff Supervisors and Youth Care staff; Program development; Staff Development/Trainings; Budget knowledge; Title I program; Participation in merger activities

Catholic Charities- St. Joseph's, PARTNERS Agencies, Marian Hall Services, Father Dunne's Newsboys Home, St. Louis, Missouri

Graduate Practicum 6/2005-8/2006

Budgeting/Fiscal management; Fund Raising; Grant writing; Contract bids with Children's Division; Human Resource; Staff Management; Participation with PARTNERS Agencies (collaborative effort for Foster Care Case Management contract); Movement towards Merger of four Catholic Charities Children's Agencies; Co-facilitate Trainings about Wraparound and Case Management; Individual, Group and Family Therapy; Supervision of FST meetings/etc.

Catholic Charities- St. Joseph's Home and Family Support Services, St. Louis, Missouri

Child and Family Specialist 10/2003-12/2006

Contracted Case Management with Missouri Alliance; Family reunification/preservation; Wraparound philosophy; Family and Youth Support Group Facilitation; Employee training and development; Training and Resource Manual development; Court participation; Individualized Care Plan Development; Multidisciplinary team facilitation; Advocacy; Community Trainings; Child Abuse/Domestic Violence prevention; Clinical work with inner-city children/families; On-call responsibilities; Knowledge of Missouri Social Services

Missouri Alliance for Children and Families, St. Louis, Missouri

Case Manager 2/2002-10/2003

Clinical Development with Inner City and County Children and Families; Specialized Case Management/Therapeutic work with children and families with severe needs in the home, school and community; Multidisciplinary Team Facilitation/Participation; Court involvement; Wraparound Philosophy; Gang issues; Multidisciplinary Teamwork; Knowledge of Missouri Social Services

Rainbow House -Regional Child Advocacy Center, Columbia, Missouri

Resource Assistant 5/2000-12/2000

Schedule and assist Doctors with SAFE/CARE exams; Child Abuse Investigations; Multidisciplinary teamwork; Direct practice with children and families; Development and organization of resource library; Statistical Maintenance and Analysis; Medical room/office inventory; extensive computer skills; Production of brochures, pamphlets, resource manual and other supplemental materials; Newsletter contribution; Fundraising participation; Administrative duties; Facility tours, Community Presentations and Outreach; Knowledge of Missouri Social Services

Rainbow House -Emergency Shelter, Columbia, Missouri

Relief House Parent 12/1999-12/2000

Direct care of children (infancy-age 18); Volunteer Development; Administrative duties; Family Reunification/Preservation; Behavior Modification

Columbia Public School System, Columbia, Missouri

Substitute Teacher 9/1999-5/2000

Myriad of assignments including long-term Special Education classrooms

Advent Enterprises, Inc., Columbia, Missouri

Employment Consultant 10/1997-9/1999

Knowledge of Developmental Disabilities and Mental Illness; Assessments and Reports; Training and Supervision of individuals served; Advocacy

TRAININGS/WORKSHOPS:

- Expanding the Landscape of Healthcare Conference (April 2013)
- Medicaid Expansion Training-NAMI (November 2013)
- Managing Emotional Mayhem/Conscious Discipline Training-Woodcrest (Fall 2012)
- Leadership Summit-Woodcrest (2011, 2012 and 2013)
- DISCOVER -Spiritual Gifting and Passion Mapping (Summer 2012)
- Missouri Juvenile Justice Association Conferences (2012, 2013, 2014)
- Department of Mental Health Spring Institute Conferences (2013, 2014)
- State Drug Court Conferences (2013, 2014)
- OSCA Court Conferences (2011, 2012)
- Reducing Delinquency in Youth Education (January 2014)
- MU: Working with Children with Depression, Anxiety and Trauma in the School Setting (November 2014)
- Trauma Informed Care Trainings (2013, 2014)

PARTICIPATION:

- YC2 (Youth Committee Coalition)
- BCOTN (Boone County Offenders Treatment Network)
- Boone/Callaway and Cole County Fostering Court Improvement Committees
- Boone County United Way
- Central Missouri Food Bank (Agency Coalition)
- Putting Kids First Tax Initiative (planning; poll site/community electioneering; Grant development with Pathways Community Healthcare; MOU)

ACHIEVEMENTS:

- Two books written regarding Bullying; including Bully Bless You and Bully Bless You, A Workbook Guide for Parents, Teachers and Counselors (Publication currently in process)
- Newspaper Publications and local News interviews regarding Addiction Recovery and Local Trends
- Board Participation--University of Missouri Social Work Department (March 2013-present)
- United Way Director participation (January 2013-present)
- Development of Training Manuals (Director, Clinical Supervisor, Therapist/Counselor, Technician Supervisor, Addiction Recovery Technician, Community Support Specialists) - Pathways Behavioral Health (2013)
- CARF Accreditation Involvement (Pathways and MACF)
- Department of Mental Health and Medicaid Monetary and Clinical Audits Involvement (Pathways/Family Counseling Center)
- Development of On-Call Protocol and Training-MACF (Fall 2012)
- Leadership Team-Woodcrest Chapel (2011-present)
- Financial Peace University Facilitator/Group Leader (2011-present)
- Agency of the Year--University of Missouri (Social Work Field Education Supervisor-2011)
- Consistent Field Education Supervisor for University of Missouri, Stephens College, and Lincoln University (2008-present)
- Bear Creek Half Marathon completion (10/2014)

State of Missouri

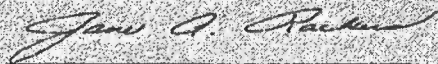
Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
State Committee for Social Workers
Clinical Social Worker (LCSW)



VALID THROUGH SEPTEMBER 30, 2016
ORIGINAL CERTIFICATE/LICENSE NO. 2011010752

TANYA WYONNE WEIGAND
2403 CORONA RD.
COLUMBIA MO 65203
USA


EXECUTIVE DIRECTOR


DIVISION DIRECTOR

Jacqueline A. Ellis, Ph.D.

Home: 3700 Evergreen Lane
Columbia, MO 65201
(573) 474-1161
jellis@socket.net

Office: 204 Austin Avenue
Columbia, MO 65203
(573) 875-1718
team-ellis@msn.com

Education:

- 1972 Doctor of Philosophy, Educational Psychology
University of Missouri – Columbia, Missouri
- 1968 Master of Education, Educational Psychology
University of Missouri – Columbia, Missouri
- 1966 Bachelor of Arts, Psychology
DePauw University – Greencastle, Indiana

Employment:

- January, 1993 to
Present Private Practice – Columbia, Missouri
Licensed Psychologist

Provide individual and family therapy and psychological outpatient evaluations; provide psychological consultation to agencies, educational institutions and medical facilities; serve as mental health consultant for the Headstart program; provide educational evaluations and classroom observations and assure compliance with federal school guidelines; conduct pre-service and in-service training for foster parents; write curricula and conduct training workshops for social workers, juvenile officers, and attorneys; write curricula for and conduct parenting classes

- August, 1989 to
January, 1993 Laughlin Pavilion – Kirksville, Missouri
Director, Department of Psychology

Perform administrative duties related to departmental functioning including supervising other psychologists, psychometrists, and interns; monitor compliance with quality assurance guidelines; attend administrative meetings and serve on various committees related to hospital issues; provide intelligence, achievement, neurological, projective, and personality assessments of children, adolescents, and adults; evaluate family functioning; provide family and individual therapy; conduct workshops and in-service training for staff, students, referral agencies, and organizations; market services of facility

January, 1978 to
August, 1989

Mid-Missouri Mental Health Center – Columbia, Missouri
Educational Psychologist / Special Education Teacher III

Coordinate interdisciplinary diagnostic and remedial services for outpatients and families; supervise diagnostic practica within context of interdisciplinary team setting; develop and conduct in-service training programs for unit staff and referral agencies; provide consulting services in psychology/education to agencies, educational institutions, and medical facilities; counsel patients and family members and interpret team's results and recommendations; maintain records in accordance with principles of problem-oriented medical records; provide comprehensive psycho-educational assessment and treatment; conduct and interpret structured observation of family dynamics

July, 1976 to
January, 1978

Department of Psychiatry, University of Missouri – Columbia,
Missouri
Psychologist / Assistant Professor

Conduct educational and psychological evaluations of patients; manage departmental demonstration project to train parents of children with Down syndrome to facilitate child's development; provide consultation to medical students in regard to intervention with families of children with learning disabilities; provide psychoeducational consultation, diagnostic services, and staff training for Butterfield Youth Services in Marshall, Missouri

August, 1972 to
July, 1976

Department of Child Health, University of Missouri – Columbia,
Missouri
Department of Educational Psychology, University of Missouri –
Columbia, Missouri
Educational Psychologist / Instructor

Provide educational diagnosis and placement recommendations for patients; coordinate follow-up program and maintain contact with parents and involved agencies, schools, and physicians; conduct interdisciplinary staffings; conduct interpretative and follow-up parent conferences; supervise graduate students in interdisciplinary practica; teach graduate courses in individual intelligence testing and educational psychology

Publications:

Ellis, J. A. Foster and adoptive parenting: Because children can't wait. *Mid-Missouri Woman*, Feb., 2002.

State of Missouri

Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
State Committee of Psychologists
Psychologist

Health Service Provider

VALID THROUGH JANUARY 31, 2018
ORIGINAL CERTIFICATE/LICENSE NO. 00548

JACQUELINE A ELLIS
204 AUSTIN AVE. STE.A
COLUMBIA MO 65203
USA

Pamela Dossaa
EXECUTIVE DIRECTOR

[Signature]
DIVISION DIRECTOR

PATRICIA K.BURNS, MSW, LCSW

Home: 3700 Evergreen Lane
Columbia, MO 65201
573-881-1275

Office: 204 Austin Avenue
Columbia, MO 65203
573-875-1718

Education: Master of Social Work
University of Missouri, Columbia, Missouri
1994

Bachelor of Social Work
Columbia College, Columbia, Missouri

License: Licenses to practice social work in Missouri
(#SW00476)

Employment:

May 1994 to
Present

Jacqueline A. Ellis, PhD & Associates

Responsibilities: Provide therapy for children, adolescents and adults; conduct workshops and training for Children's Division, Head Start, and other agencies as needed; provide child management and parent training groups; consultant for Head Start; behavioral and career foster care consultant for Children's Division; foster parent recruitment and training for Children's Division; office manager – supervise staff in various duties.

January 1994
to May 1994

Block placement with psychologist in private practice

Responsibilities: Provide play therapy for preschoolers; serve as co-therapist in family therapy; obtain psychosocial information; co-facilitator for parent groups.

October 1992
To January 1994

Jacqueline A. Ellis, PhD – Columbia, Missouri

Position: Office manager; Psychology technician; Consultant for Head Start

Responsibilities: Bookkeeping, marketing, supervision of office assistants, scheduling and billing, test administration, obtaining psychosocial histories, behavioral observations at Head Start Centers, report findings to mental health professional and make

recommendations, assist in conducting workshops on parenting and behavior management.

April 1992 to
May 1992

Laughlin Pavilion – Kirksville, Missouri

Position: Social Worker

Responsibilities: Obtain psychosocial histories, attend treatment staffings, assist in treatment planning, write discharge summaries, co-facilitate groups, contact family and referral sources, chart patient progress.

January 1992 to
April 1992

Laughlin Pavilion – Kirksville, Missouri

Position: Intern

Responsibilities: Obtain social histories, attend groups and participate as instructed by primary therapist, attend treatment staffings, administer paper/pencil tests, computer scoring.

October 1984 to
December 1991

Wayland-Blaylock & Associates – Columbia, Missouri

Position: Agent/Secretary

Responsibilities: Sell insurance, file claims, counsel clients regarding insurance needs, invoice, data entry.

April 1982 to
October 1984

Scholastics, Inc. – Jefferson City, Missouri

Position: Manual Processing Specialist

Responsibilities: Coordinate orders and shipments of books between processing office and warehouse, process book orders, data entry, invoice, trouble-shoot commercial orders sent to large book distributors, supervise employees in absence of regular supervisor, train new employees.

May 1979 to
April 1982

St. Mary's Health Center – Jefferson City, Missouri

Position: Dietetic Assistant

Responsibilities: Consult with medical staff regarding diet orders for patients, certify correct content in patient menus, counsel patients with special dietary needs, maintain dietary notes in medical charts, prepare patient information brochures, weekend supervisor for approximately twelve tray service staff, supervise

preparation of Food Service Department for hospital accreditation, train new employees, plan and conduct monthly inservice program for food service staff.

**Continuing
Education**

List of Continuing Education courses available upon request.

References

Available upon request

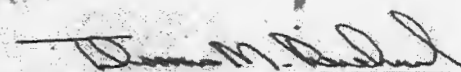
State of Missouri


Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
State Committee for Social Workers
Clinical Social Worker (LCSW)



VALID THROUGH SEPTEMBER 30, 2017
ORIGINAL CERTIFICATE/LICENSE NO. 004766

PATRICIA BURNS
204 AUSTIN AVENUE
COLUMBIA MO 65203
USA


EXECUTIVE DIRECTOR


DIVISION DIRECTOR

SARAH GRAY
201 Snead Drive
Columbia, MO 65202
573-268-4646
Sarah-Gray@live.com

Objective: An opportunity to utilize my psychology, counseling, and administrative skills for an organization that values growth and opportunity for students and staff

EDUCATION/LICENSURES/MEMBERSHIPS

Master's Degree in Educational Counseling – 2005

Stephens College, Columbia MO

Bachelor of Arts in Psychology, Minor: Criminal Justice Administration

Columbia College, Columbia MO

LPC – License # 2006005022

Member – American Psychological Association, American Counseling Association

RELEVANT EXPERIENCE

Counselor – Manage up to eight cases weekly providing individual counseling to women and children of abuse; act as hospital advocate, advise clients on their legal rights, address safety issues and concerns, and provide resource information; conduct weekly parenting skills classes; maintain accurate records and reports. Part-time (20 hrs) volunteer position. **The Shelter, Columbia MO, September 2005 to October 2006**

Case Manager- Conducted intake interviews and administered psychological assessments to determine career goals and job readiness of individuals with disabilities; became familiar with MO Department of Vocational Rehabilitation. Volunteer position. **Job Point, Columbia MO, August to October 2005**

Foster Parent- Provide adult guardianship to children; legally entrusted to provide care, supervision, guidance, rearing of children by state of MO; act as emergency foster parent upon child/children being removed from homes; participated in STARS and Behavioral Disorder training. Participate in policy review committees. **Missouri Foster Parent Program, Jefferson City MO, 2002 to 2013**

WORK HISTORY

Counselor- Private Practice currently located at the offices of Ellis & Associates. Provide individual and family therapy to adults and children; maintain progress notes and treatment plans; collaborate with Children's Division when necessary. **Sarah B. Gray, M.Ed., LPC Columbia MO 2008-present**

Assessor/Instructor- Instruct STARS module training for foster parent licensing; conduct home assessments, safety inspections, interviews, and compile recommendation reports for foster parent licensing; conduct home assessments, safety inspections, interviews, and compile recommendation reports for foster parents renewing foster parent license. Instruct module training for continued education of foster parents. **Ellis & Associates, Columbia MO, 2006-present (part time position-approx 15 hrs per week as needed)**

Crisis Intervention Specialist- Provide crisis intervention services for families referred by the Boone County Juvenile Office; identify therapeutic needs, refer to community resources,

collaborate with other agencies, provide written progress reports and recommendations for juvenile court officials. **Ellis & Associates, Columbia MO, 2014-present** (part-time position approx 10 hours perweek as needed)

Administrative Assistant – Maintain accounting, human resource and insurance records in regional office; accurately complete accounts receivable, accounts payable, weekly/biweekly payrolls including certified payrolls and compile reports; supervise new hire documentation, sustain personnel files, and complete minority subcontracting reports for State of MO; work with insurance company to insure company drivers and vehicles; develop financial budgets and maintain financial reports. **BG Service Solutions, Columbia MO, 1998-2015** (full-time position while attending college/graduate school, part time position while maintaining private counseling practice)

Supervisor – Supervised staff of 8-15 in telemarketing environment; conducted training, motivated staff and compiled statistics for reports. **Business Response Inc. Columbia MO, 1996-1998**

State of Missouri

Division of Professional Registration
Licensed Professional Counselor

VALID THROUGH JUNE 30, 2017
ORIGINAL CERTIFICATE/LICENSE NO. 2006005022
SARAH BETH GRAY

SARAH BETH GRAY
201 SNEAD DR
COLUMBIA MO 65202
USA

State of Missouri

Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
Committee for Professional Counselors
Licensed Professional Counselor

VALID THROUGH JUNE 30, 2017
ORIGINAL CERTIFICATE/LICENSE NO. 2006005022

SARAH BETH GRAY

Lois Hersh

EXECUTIVE DIRECTOR

Janice Ann Davis

DIVISION DIRECTOR

Certificate Of Completion

MAY IT BE KNOWN BY ALL WHO READ THIS THAT

Blair Campmier

HAS COMPLETED 32 HOURS OF BASIC TRAINING IN
MORAL RECONATION THERAPY®

PRESENTED THIS 9th DAY OF April 2009



Correctional
Counseling, Inc.

[Signature]

PRESIDENT AND FOUNDER

NREPP

INSTITUTE OF CORRECTIONS
NATIONAL REPUTATION OF
PROGRAMS AND SERVICES

Blair Campmier

Work History:

2004-2007 Executive Director Boys & Girls Club of Columbia, Missouri.

Duties included:

- Training of Boys & Girls Club staff.
- Supervision of 10 staff.
- Development and manage yearly budget for Boys & Girls Club in cooperation with Boys & Girls Club of Columbia Board of Directors.
- Research and pursue grants to support programming for Boys & Girls Club.
- Work with the United Way and City of Columbia to secure funding for Boys & Girls Club which included writing a grant proposal for both including budget, intended use of grant money and yearly reports to the United Way and City of Columbia. Both United Way and City of Columbia require detailed report of money spent and outcomes for goals.
- Develop and operate fundraisers to build financial support for Boys & Girls Club; manage and oversee funds that were cultivated as a result of fundraisers. The Boys & Girls Club Chili Cook-off now in its 11th year was started during my term as Executive Director. The Chili Cook-off now raises \$60,000 dollars a year.
- Financial responsibilities also included working within a budget to insure long term success of the Boys & Girls Club.
- Deposits of and tracking of membership fees, grants, donations and fundraising money and reporting to the Boys & Girls Club Board each month regarding finances and budget was required part of the job.
- Cultivate donors in the community, building trust with corporations, individuals and other organizations that could assist with the mission of the Boys & Girls Club of Columbia.
- Building partnership in the Community with the University of Missouri, fraternities, sororities, Tom Atkins, Jeff Smith properties, Dunafon Enterprises as well as other groups to further the goal of the Boys & Girls Club of Columbia.

2007-2008 Reintegration Court Administrator 13th Judicial Court

- Developed a program for inmates being released to Boone County after 120 days sentence in Missouri Department of Corrections.
- Intakes and assessments were completed for inmates on arrival to Columbia; the assessment determined client need and risk factors.

- Refer clients to appropriate substance abuse treatment, mental health treatment, housing, medical treatment and employment support services.
- Schedule and manage Reintegration Court each week; developing dockets for court.
- Develop and manage a budget for Reintegration Court including: money for treatment, drug testing, housing, medical treatment and report monthly to Boone County Court Administrator.
- Work for Judge Christine Carpenter daily to insure management and operation of Reintegration Court.
- Collaborate with community organizations to provide services for clients returning to Boone County including: Reality House Programs, McCambridge, District 6 Probation and Parole, Job Point, Public Defenders Office, and Boone County Prosecuting Attorney Office.

2013 - 2015 Clinical Manager; Reality House Programs

- Coordinate clinical treatment services for Reality House Programs; including treatment services for Boone County Drug Court, Mental Health Court, DWI Court, Veterans Court.
- Supervise 6 substance abuse counselors to insure treatment was being delivered and Department of Mental Health standards were being met.
- Develop and manage budget for treatment services including staff, drug testing, medical costs, medically assisted treatment, and housing for clients.
- Research and submit grants; track grant money and report to funding sources how the money furthered the mission of Reality House Programs and clients.
- Market Reality House Services to organizations in the community to recruit clients and support for Reality House programs in Boone County.
- Manage transitional houses PMI and Pannell. Review applications, take money for clients entering housing, report income and deposit funds in appropriate accounts.
- Coordinate treatment classes offered by Reality House Programs including: MRT, Anger Management and Something for Nothing Classes.
- Conduct Quality Assurance monitoring for individual counseling, education groups, process groups, and adjunct classes.

2015 – Present Operation Director; Reality House Programs

- Manage day to day operations of Reality House Programs.
- Direct Supervisor of: Human Resources, Federal Manager, Clinical Manager, and Security Manager.
- Direct involvement and supervision with collection of offender fees, including recording the deposits in spread sheets and quick books.

- Manage income from several funding sources including: Boone County Alternative Sentencing Courts (Drug Court, Veterans Court, Mental Health Court, DWI Court), Bureau of Prisons, United States Probation Office (Pre-trial, Supervised Release), Boone County Juvenile Court, Missouri Department of Corrections, City Of Columbia, Kelley Family Foundation, Transitional Housing (PMI and Pannell), Treatment Classes (Something for Nothing, Anger Management and MRT), and Private Pay clients for inpatient substance abuse treatment.
- Manage and track Reality House budget including: payment of invoices for services, utilities, rent, food, training, staff and other areas vital for day to day operations.
- Manage client savings for RPP program, including monitoring deposits and refunds for RPP clients.
- Work in concert with Executive Director to develop yearly budget for Reality House Programs.
- Report monthly to members of the Board of Directors income and expenses for Reality House Programs. Serve as fiscal liaison to the corporation's Board of Directors.
- Collaborate with outside agencies to provide services for clients including: employment, substance abuse treatment, mental health treatment, housing, medical care and family reunification.
- Write and submit proposals for funding programs Reality House Programs offer.
- Insure that Reality House is compliant with contracts including Department of Mental Health, Drug Court, Mental Health Court, Juvenile Court, and Bureau of Prisons.
- Insure that yearly financial audit is completed by a Certified Public Accountant and report to Board of Directors and Executive Director.
- Oversight of all Reality House facilities to insure the health and comfort of offenders in Reality House.

STATE OF MISSOURI

Department of Social Services Children's Division

This is to Certify that Child Abuse and Neglect Shelter, Inc. dba Rainbow House is/are hereby

granted this License to conduct and maintain a Residential Facility

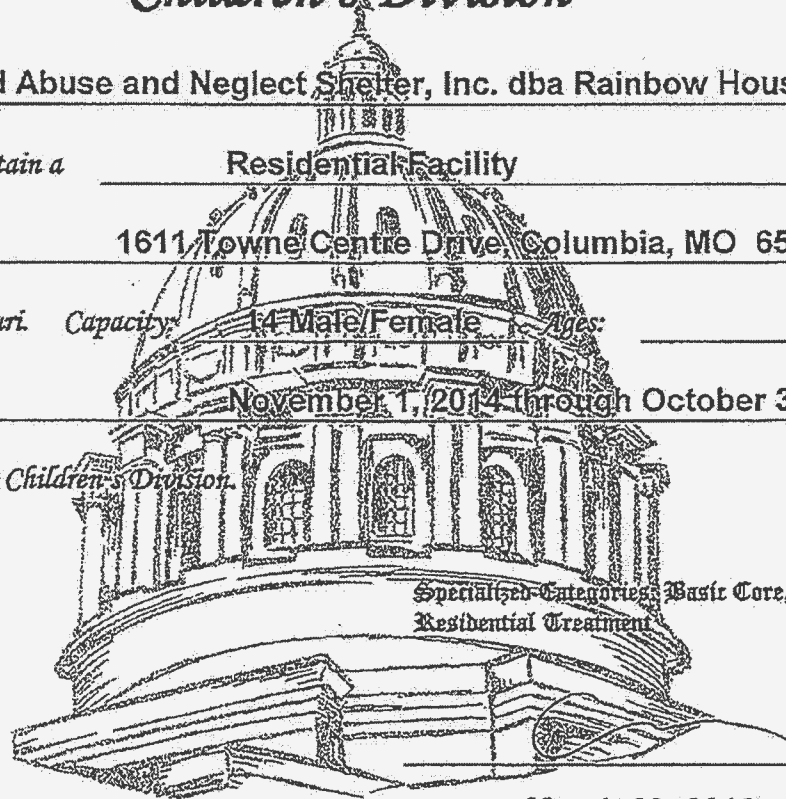
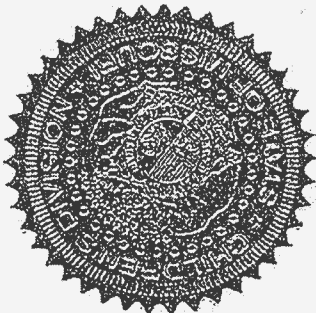
in the premises known as 1611 Towne Centre Drive, Columbia, MO 65202

County of Boone Missouri. Capacity: 14 Male/Female Ages: 0-21 years

This license shall be in force from: November 1, 2014 through October 31, 2016

Subject to revocation for due cause by the Children's Division.

DVN: 000242366



Specialized Categories: Basic Core, Residential Treatment and Intensive Residential Treatment

March 23, 2016

Director

This Certificate must be posted in a conspicuous place on the premises

STATE OF MISSOURI

Department of Social Services

Children's Division

This is to Certify that Coyote Hills Christian Children's Home is/are hereby

granted this License to conduct and maintain a Residential Facility

in the premises known as 9501 Coyote Hill Road, Harrisburg, Missouri 65256

County of Howard Missouri Capacity: 32 Males/Females Ages: 03-19 Years

This license shall be in force from: October 1, 2014 through September 30, 2016

Subject to revocation for due cause by the Children's Division.

DVN: 00856971

Specialized Categories: Basic Core Requirements, Residential Treatment Services and Specialized Infant/Toddler and Preschool Age Children



October 8, 2014
Director

This Certificate must be posted in a conspicuous place on the premises

13th Circuit Juvenile Division

Memorandum of Understanding

The undersigned hereby agree that certain juveniles, as determined by the Missouri Juvenile Detention Assessment Form, will be considered for placement at Rainbow House. Further, it is understood that the juvenile's placement is voluntary and the Juvenile Officer is not responsible for any actions of the juvenile or juvenile's parents. It is agreed that staff from the Juvenile Office, a law enforcement agency or other adult approved by the Juvenile Office will transport youth to Rainbow House located at: 1611 Towne Drive, Columbia Missouri 65202; Phone # 573-474-6600.

Those youth appropriate for Shelter care as an alternative to detention:

- ✓ Youth 10-16 years of age
- ✓ Youth scoring within the range that qualifies for release or an alternative to detention based on the Missouri Juvenile Detention Assessment form.

The following youth are NOT appropriate for the Shelter care bed as an alternative to detention:

- ✓ Youth that are referred for a sexual offense or have had prior legally sufficient referrals for sexual offending behavior
- ✓ Youth who are at the time of the referral under the influence of drugs/alcohol
- ✓ Youth that are referred for felony crimes against person offenses
- ✓ Youth that are out of state runaways/missing persons

The 13th Circuit Juvenile Division agrees to:

- ✓ Dependent on Grant Funding awarded through the Office of State Courts Administrator's (OSCA) Juvenile Justice Program Assistance Grant to provide payment of \$79.85 per day, effective January 1, 2016, and continuing through December 31, 2016. "Day" being defined as 12:00 a.m. through 11:59 p.m. It is agreed that payment would be requested for the first day of placement and would not be requested for the discharge day, provided departure occurred before 11:00 a.m. on the day of discharge.
- ✓ Payment will allow the 13th Circuit Juvenile Division to have access to a shelter care bed upon request and availability of said shelter care bed
- ✓ Provide a written referral including a copy of the Missouri Juvenile Detention Assessment prior to the utilization of the shelter care bed
- ✓ Provide 24 hour consultation with a Deputy Juvenile Officer for any questions or concerns resulting from the placement of youth. **Weekdays between 8:00 a.m.**

and 5:00 p.m. staff may be reached at 573-886-4200(Boone), 573-642-7992(Callaway) and after 5:00 p.m. evenings, weekends and holidays staff for both counties can be reached at 573-886-4450

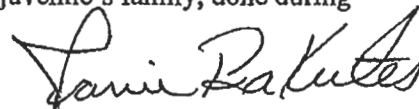
- ✓ Develop an exit strategy for the youth
- ✓ Provide, by fax a written request to release youth. Release document will include designated custodian or person to whom the juvenile may be released with anticipated date and time of release.

Rainbow House will:

- ✓ Provide a point of contact with phone number for the access and referral process
 - During business day 573-474-6600 to 1) Lori Williams, 2) Janie Bakutes
 - After 5:00 p.m., weekends and holidays 573-474-6600 ext. 2121 to house parent on duty.
- ✓ Agree to accept male or female youth referred by the 13th Circuit Juvenile Division that meet the above criteria and provided shelter care bed(s) is available
- ✓ Have the right to refuse to admit youth whom they feel do not meet the above criteria
- ✓ Youth placed in the shelter care bed will be eligible for all treatment and services provided by Rainbow House to include, but not limited to: nursing services, medical services, health assessment, mental health assessment, visitation, school (as appropriate), service coordination services, orientation and screening process to include behavioral/educational assessment and psychological evaluation and any other services provided to clients of Rainbow House that would sustain a successful reunification to any alternative community placement.
- ✓ Provide a monthly itemized statement that includes the billing for the cost of the bed, dates of utilization of shelter care bed(s), names of youth utilizing bed, date and time of discharge and release.
- ✓ Maintain separate and confidential files for youth referred under this contract.
- ✓ Maintain custody of youth and comply with the written request for release.
- ✓ Group email notification will be provided upon shelter care bed(s) being unavailable. Those included in this email group would be: Ruth McCluskey, Courtney Pulley, and Kirsten Lange. List of email addresses will be provided.
- ✓ Upon release from placement, Rainbow House will provide a copy of all paperwork, to include any assessments, evaluations, examinations, reports and notes pertaining to juvenile and/or the juvenile's family, done during placement

Ruth McCluskey, Juvenile Officer
13th Circuit

Date: 
4/4/16



Janie Bakutes, Director
Rainbow House

Date: February 4, 2016

Shelter Care Bed Referral Process

1. When a youth is presented for detention and the Deputy Juvenile Officer has in person contact with the youth, the responding Deputy Juvenile Officer will complete the JDTA.
2. If the youth scores in the detention alternative range or release, and is deemed appropriate for utilization of shelter care, the responding Deputy Juvenile Officer will obtain consent from the parent/custodian and juvenile to place the youth in shelter care at one of the following approved shelter care sites: Coyote Hill and Rainbow House.
3. Upon obtaining consent, the Deputy Juvenile Officer will complete the admission inquiry form.
4. Once the admission inquiry form has been completed, the Deputy Juvenile Officer will contact a shelter care site nearest to the youth's residence provided the residence is in Boone or Callaway County. Out of jurisdiction youth in need of shelter care will be placed at the shelter care site nearest to the location the youth is taken into custody at.
5. Once accepted at a shelter care placement, the deputy juvenile officer will complete that facility's referral packet with the parent/custodian and obtain all necessary signatures authorizing the voluntary placement, including the Juvenile Officer's consent to participate in shelter care.
6. The Deputy Juvenile Officer will request the parent/custodian provide all medication that the youth is currently taking as well as at least three changes of clothing.
7. The Deputy Juvenile Officer will make a copy of the referral packet as well as the JDTA form to be given to the shelter care site upon the youth's arrival.
8. The Deputy Juvenile Officer will then arrange for the youth to be transported to the shelter care site. **Note: The parent is not to transport the youth.**
9. The Deputy Juvenile Officer will establish contact with the youth and parents within 24 hours of placement (excluding Saturdays, Sundays and legal holidays) to discuss possible probation services.
10. Within 48 hours (excluding Saturdays, Sundays and legal holidays), the deputy juvenile officer will have a proposed exit strategy for the youth, reviewed and signed by a supervisor with a proposed release date.
11. Within 72 hours (excluding Saturdays, Sundays and legal holidays) the deputy juvenile officer will either have a signed informal adjustment agreement or will have completed the necessary paperwork for formal case processing.
12. The deputy juvenile officer will fax a written request to release youth to the shelter care site prior to the release date. The Release document should include designated custodian or person to whom the juvenile may be released with anticipated date and time of release.

Shelter Care Contact Numbers:

Coyote Hill

Contact: Bill Atherton

Business Hours: 573-874-0179

Evenings/Weekends: 573-808-6588

Fax 573-875-0510

Rainbow House

Contact: 1) Lori Williams 2) Janie Bakutes 3) House Parent

All hours: 573-474-6600

Fax 573-474-5992

13th Circuit Juvenile Division

Memorandum of Understanding

The undersigned hereby agree that certain juveniles, as determined by the Missouri Juvenile Detention Assessment Form, will be considered for placement at Coyote Hill. Further, it is understood that the juvenile's placement is voluntary and the Juvenile Officer is not responsible for any actions of the juvenile or juvenile's parents. It is agreed that staff from the Juvenile Office, a law enforcement agency or other adult approved by the Juvenile Office will transport youth to Coyote Hill located at: 9501 Coyote Hill Road, Harrisburg, Mo 65256; Phone # 573-874-0179.

Those youth appropriate for Shelter care as an alternative to detention:

- ✓ Youth 10-16 years of age
- ✓ Youth scoring within the range that qualifies for release or an alternative to detention based on the Missouri Juvenile Detention Assessment form.

The following youth are NOT appropriate for the Shelter care bed as an alternative to detention:

- ✓ Youth that are referred for a sexual offense or have had prior legally sufficient referrals for sexual offending behavior
- ✓ Youth who are at the time of the referral under the influence of drugs/alcohol
- ✓ Youth that are referred for felony crimes against person offenses
- ✓ Youth that are out of state runaways/missing persons

The 13th Circuit Juvenile Division agrees to:

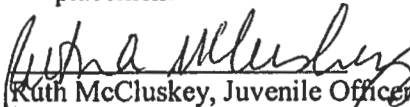
- ✓ Dependent on Grant Funding awarded through the Office of State Courts Administrators (OSCA) Juvenile Justice Program Assistance Grant to provide payment of \$79.85 per day, effective January 1, 2016, and continuing through December 31, 2016. "Day" being defined as 12:00 a.m. through 11:59 p.m. It is agreed that payment would be requested for the first day of placement and would not be requested for the discharge day, provided departure occurred before 11:00 a.m. on the day of discharge.
- ✓ Payment will allow the 13th Circuit Juvenile Division to have access to a shelter care bed upon request and availability of said shelter care bed
- ✓ Provide a written referral including a copy of the Missouri Juvenile Detention Assessment prior to the utilization of the shelter care bed
- ✓ Provide 24 hour consultation with a Deputy Juvenile Officer for any questions or concerns resulting from the placement of youth. **Weekdays between 8:00 a.m.**

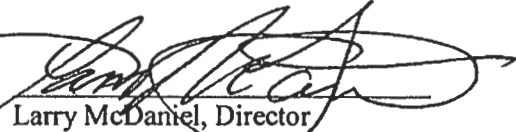
and 5:00 p.m. staff may be reached at 573-886-4200(Boone), 573-642-7992(Callaway) and after 5:00 p.m. evenings, weekends and holidays staff for both counties can be reached at 573-886-4450

- ✓ Develop an exit strategy for the youth
- ✓ Provide, by fax a written request to release youth. Release document will include designated custodian or person to whom the juvenile may be released with anticipated date and time of release.

Coyote Hill will:

- ✓ Provide a point of contact with phone number for the access and referral process
 - During business day 573-874-0179 to 1) Bill Atherton
 - After 5:00 p.m., weekends and holidays 573-808-6588 to Bill Atherton.
- ✓ Agree to accept male or female youth referred by the 13th Circuit Juvenile Division that meet the above criteria and provided shelter care bed(s) is available
- ✓ Have the right to refuse to admit youth whom they feel do not meet the above criteria
- ✓ Youth placed in the shelter care bed will be eligible for all treatment and services provided by Coyote Hill to include, but not limited to: nursing services, medical services, health assessment, mental health assessment, visitation, school (as appropriate), service coordination services, orientation and screening process to include behavioral/educational assessment and psychological evaluation and any other services provided to clients of Coyote Hill that would sustain a successful reunification to any alternative community placement.
- ✓ Provide a monthly itemized statement that includes the billing for the cost of the bed, dates of utilization of shelter care bed(s), names of youth utilizing bed, date and time of discharge and release.
- ✓ Maintain separate and confidential files for youth referred under this contract.
- ✓ Maintain custody of youth and comply with the written request for release.
- ✓ Group email notification will be provided upon shelter care bed(s) being unavailable. Those included in this email group would be: Ruth McCluskey, Courtney Pulley, and Kirsten Lange. List of email addresses will be provided.
- ✓ Upon release from placement, Coyote Hill will provide a copy of all paperwork, to include any assessments, evaluations, examinations, reports and notes pertaining to juvenile and/or the juvenile's family, done during placement


Ruth McCluskey, Juvenile Officer
13th Circuit Juvenile Division
Date: 4/4/16


Larry McDaniel, Director
Coyote Hill
Date: 2/5/2016

Shelter Care Bed Referral Process

1. When a youth is presented for detention and the Deputy Juvenile Officer has in person contact with the youth, the responding Deputy Juvenile Officer will complete the JDTA.
2. If the youth scores in the detention alternative range or release, and is deemed appropriate for utilization of shelter care, the responding Deputy Juvenile Officer will obtain consent from the parent/custodian and juvenile to place the youth in shelter care at one of the following approved shelter care sites: Coyote Hill and Rainbow House.
3. Upon obtaining consent, the Deputy Juvenile Officer will complete the admission inquiry form.
4. Once the admission inquiry form has been completed, the Deputy Juvenile Officer will contact a shelter care site nearest to the youth's residence provided the residence is in Boone or Callaway County. Out of jurisdiction youth in need of shelter care will be placed at the shelter care site nearest to the location the youth is taken into custody at.
5. Once accepted at a shelter care placement, the deputy juvenile officer will complete that facility's referral packet with the parent/custodian and obtain all necessary signatures authorizing the voluntary placement, including the Juvenile Officer's consent to participate in shelter care.
6. The Deputy Juvenile Officer will request the parent/custodian provide all medication that the youth is currently taking as well as at least three changes of clothing.
7. The Deputy Juvenile Officer will make a copy of the referral packet as well as the JDTA form to be given to the shelter care site upon the youth's arrival.
8. The Deputy Juvenile Officer will then arrange for the youth to be transported to the shelter care site. **Note: The parent is not to transport the youth.**
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Rainbow House

Contact: 1) Lori Williams 2) Janie Bakutes 3) House Parent

All hours: 573-474-6600

Fax 573-474-5992

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 16

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

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Greenbelt Land Trust of Mid-Missouri May 17, June 21 and July 19, 2016 from 6:45 p.m. to 9:00 p.m.

Done this 19th day of April, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

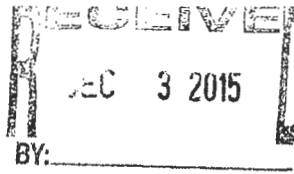
Daniel K. Atwill
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Jarret M. Thompson
Jarret M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Greenbelt Landtrust of Mid-Missouri

Address: P.O. Box 144

City: Columbia State: Mo ZIP Code: 65205

Phone: 424-9668 or 816-769-9047 staff Mike Powell
Website: greenbeltmissouri.org

Individual Requesting Use: Barbara Hoppe Position in Organization: Board Member

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Monthly Board Meeting

Description of Use (ex. Speaker, meeting, reception): meeting

Date(s) of Use: Jan 19, Feb 16, March 15, April 19, May 17, June 21, July 19, Aug 16, Sept 20, Oct 1, Nov 1, Dec 2

Start Time of Setup: 6:45 AM/PM Start Time of Event: 7:00 AM/PM

End Time of Event: 9:00 AM/PM End Time of Cleanup: 9:00 AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

- To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
- To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
- To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
- To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
- To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Barbara Hoppe, Board Member, Pres. elect

Phone Number: 424-9668 Date of Application: 12/2/15

Email Address: yes-for-parks@hotmail.com & greenbeltmissouri@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Nowak
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 4-19-16