

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 17

In the County Commission of said county, on the 19th day of January 20 17

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 1720 Boris Dr., parcel #20-216-10-03-022 00 01

Done this 19th day of January, 2017.

ATTEST:

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

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

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

In Re: Nuisance Abatement)	January Session
1720 Boris Dr.)	January Adjourned
Columbia, MO 65203)	Term 2017
)	Commission Order No. <u>27-2017</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 19th day of January 2017 the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: two abandoned trucks and a pile of construction material
4. The location of the public nuisance is as follows: 1720 Boris Dr., Cedarbrook Plat 1 (a/k/a parcel # 20-216-10-03-022.00 01) Section 10, Township 47, Range 13 as shown by deed book 3514 page 0152, Boone County
5. The specific violation of the Code is: two abandoned trucks and a pile of construction material in violation of sections 6.5, 6.9 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 25th day of November 2016, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

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

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

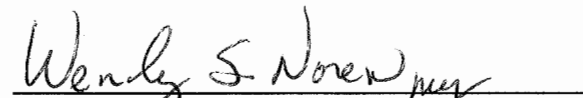
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

1720 Boris

ACTIVITY LOG

11/16/2016	citizen complaint received
11/23/2016	complaint investigated – two abandoned trucks and construction material
11/24/2016	notice of violation sent via Certified Mail
01/02/2016	Certified Letter was returned returned to Health Dept.
01/05/2016	reinspection conducted – violation still present
01/05/2016	Hearing notice sent via first class mail

1720 Boris Drive

20-216-10-03-022.00 01





~~1720~~

1720
BOM's

Nov 23, 2016 7:59:12 AM CST
File Edit Commands Help
SURVEILLANCE PUBLIC SECTOR
NaviLine

6894
 Events
 Email log
 Reminders
 Work requests

Call Information
Call ID: 6894 Status: Open Entity: City of Columbia
Description: Corner of brookhaven and boris dr
Comments
3 abandoned vehicles, construction material and metal

Call Details
Call type: CE-County Nuisance
Entry date/time: 11/23/2016 07:56:17
Entry user ID: Dewrock, Britni M - HL Env. I
Origin:
Work group: Environmental Health

Contact Information
Contact ID: 154830
Contact name: Undefined
Customer:
Location:
Service:

Call Assignment/Notification
Contact notification: Call back
Notification date:
Email updates: No
Notification user:
Forward to user: Dewrock, Britni M - HL Env. I

Close Information
Close date/time: 00:00:00
Close user:
Elapsed time:
Action taken:

Print
Cancel
Exit
Refresh
Toggle Inform...
Contact Inquiry

2 trucks
~~cars~~ 1 w/ trash
metal piled up
behind house



Britni Hendren <britni.hendren@como.gov>

RE: Boat

Ashley Brown <Ashley.Brown@forumgroup.com>
To: Britni Hendren <britni.hendren@como.gov>

Wed, Nov 16, 2016 at 4:55 PM

Hi Britni,

I was curious about what could be done with the neighbor behind me whose yard is turning into a parking lot of junk vehicles and scrap metal.

I moved in my house at the beginning of the year and over time my neighbor behind me has now collected 3 vehicles and a stack of large metal beams. The vehicles haven't moved since they've each been parked and the pile of metal continues to grow.

The house is located at the corner of Brookhaven Dr. and Boris Dr.

Thank you,

Ashley

From: Britni Hendren [mailto:britni.hendren@como.gov]
Sent: Thursday, October 27, 2016 4:56 PM
To: Ashley Brown <Ashley.Brown@forumgroup.com>
Subject: Re: Boat

You might have to call dispatch to get an officer on duty to contact you. Did you dial the 442-6131 number and I believe option 1 is what you need. However, the joint communications non-emergency number will probably get you the same results.

On Thu, Oct 27, 2016 at 4:47 PM, Ashley Brown <Ashley.Brown@forumgroup.com> wrote:

I called the Sheriff's Department and told them I had an issue in my neighborhood that the City/County offices couldn't help with and the lady on the phone gave me the number for dispatch (joint communications). Does that sound right? I don't need an officer dispatched, I just want someone to address these boats.



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Rm. 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254
 Open 8:00 am - 5:00 pm Monday to Friday

Parcel 20-216-10-03-022.00 01

Property Location 1720 W BORIS DR

City BOONE COUNTY (L1) **Road** COMMON ROAD DISTRICT (CO) **School** COLUMBIA (C1)
Library BOONE COUNTY (L1) **Fire** BOONE COUNTY (F1)

Owner LUSTER JESSICA L & ROCKY V MERRITT
Address 5001 BETTY JEAN WAY
City, State Zip COLUMBIA, MO 65203 - 7020

Subdivision Plat Book/Page 0010 0023

Section/Township/Range 10 47 13
Legal Description CEDARBROOK PLAT 1
 LOT 21

Lot Size 99.30 x 105.21

Irregular shape Y

Deed Book/Page 3514 0152 2261 0452 2100 0589 1869 0317

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	11,900	59,900	71,800	RI	2,261	11,381	13,642
Totals	11,900	59,900	71,800	Totals	2,261	11,381	13,642

Most Recent Tax Bill(s)
Residence Description

Year Built	1982 (ESTIMATE)		
Use	SINGLE FAMILY (101)		
Basement	CRAWL SPACE (2)	Attic	NONE (1)
Bedrooms	3	Main Area	1,092
Full Bath	1	Finished Basement Area	0
Half Bath	0		
Total Rooms	5	Total Square Feet	<u>1,092</u>

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iRecordWeb User Administration

User:
BMDEWROCC@GOCOLUMBIAMO.COM[Logout](#)**Nora Dietzel**
Boone County , Missouri - Recorder of Deeds[Click Here To View Document](#)**Boone County Recorder of Deeds**
801 East Walnut, Rm. 132
Columbia, MO 65201-7728**(573) 886-4345 Office**
(573) 886-4359 FaxDocument recording information

Instrument	DT - DEED OF TRUST
Document No.	2009017954
Book	3514
Page	153
Recording Date	7/1/2009 9:35:47 AM
Dated date	6/30/2009

Referenced By This Document (0)References To This Document (1)**Book: 3959 Page: 94 AS****Referenced Amount \$102,900.00**Grantor(s) (2)**LUSTER, JESSICA L**
MERRITT, ROCKY VGrantee(s) (1)**BANK OF AMERICA**Mortgagee's Address**101 S TRYON ST**
CHARLOTTE, NC 28255Legal Description(s) (1)**LT 21 CEDARBROOK SUB PLAT 1**

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Boone County, Missouri
Unofficial Record



Recorded in Boone County, Missouri
Date and Time 07/01/2009 at 09:35:47 AM
Instrument # 2009017953 Book 3514 Page 152
Grantor MCCARTNEY, AMBER V
Grantee LUSTER, JESSICA L

Instrument Type WD
Recording Fee \$27.00 S
No of Pages 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this 30th day of, June, 2009, by and between
Amber V. McCartney, n/k/a Amber V. Phelps and Eric Phelps, wife and husband

Grantor(s),

of the County of Boone, State of Missouri party of the first part, and
Jessica L. Luster and Rocky V. Merritt, as joint tenants with rights of survivorship

Grantee(s),

Grantee'(s) address 1720 W Boris Dr Columbia, MO 65203
of the County of Boone, State of Missouri party of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Boone and the State of Missouri, to-wit.

Lot Twenty-one (21) of CEDARBROOK SUBDIVISION PLAT NUMBER ONE (1) as shown by the Plat recorded in Plat Book 10, Page 23, Records of Boone County, Missouri.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JUL 01 2009

Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever

The said party or parties of the first part hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2009 and thereafter, and special taxes becoming a lien after the date of this deed.

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

Amber V Phelps
Amber V Phelps

[Signature]
Eric Phelps

STATE OF MISSOURI)
COUNTY OF Boone) ss

On this 30th day of June, 2009, before me personally appeared Amber V McCartney, n/k/a Amber V. Phelps and Eric Phelps, wife and husband

to me known to be the person or persons described in and who executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written

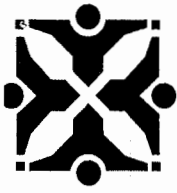
[Signature]

Notary Public

My Commission Expires:

Maureen A. Dalton
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
Commission # 06524787
My Commission Expires Oct 7, 2010

Nora Dietzel, Recorder of Deeds



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

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

Luster Jessica L & Rocky V Merritt
5001 Betty Jean Way
Columbia, MO 65203-7020

An inspection of the property you own located at 1720 W Boris Drive (parcel # 20-216-10-03-022.00 01) was conducted on November 23, 2016 two abandoned trucks and a pile of construction material.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5, 6.9. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

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

Sincerely,

Britni Hendren
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the _____ day of November 2016 by _____.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Luster Jessica L & Rocky V Merritt
5001 Betty Jean Way
Columbia, MO 65203-7020

An inspection of the property you own located at 1720 Boris Dr.(parcel #: 20-216-10-03-022.00 01) was conducted on November 23, 2016 and revealed two abandoned trucks and a pile of construction material. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5, 6.9.

You are herewith notified that a hearing will be held before the County Commission on Thursday January 19th at 1:30 am in the County Commissioners Chambers, first floor, at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Sincerely,

Britni Hendren
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 5th day of January 2017 by MD

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

19th

day of January

20 17

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

Now on this day the County Commission of the County of Boone does hereby award bid 51-15DEC16 – Marshall Lane & Remie Road Bridge Replacements to Ennis Excavating of Jamestown, MO.

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

Done this 19th day of January, 2017.

ATTEST:

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

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

28-2017

Boone County Purchasing

Phil Fichter
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: January 12, 2017
RE: 51-15DEC16-Marshall Lane & Remie Road Bridge Replacements

51-15DEC16-Marshall Lane & Remie Road Bridge Replacements opened on December 15, 2016. Five (5) bids were received. Resource Management recommends award by low bid to Ennis Excavating of James Town Missouri.

Cost of the contract is \$448,593.34. There will be a 10% contingency of \$44,859.33 added for a Purchase Order total of \$493,452.67 which will be paid from department 2041 – Infrastructure Preservation and Rehab – Resource Management Design and Construction, account 71202 – Contractor Costs. The engineer's estimate was \$471,043.00.

att: Bid Tab

cc: Derin Campbell, Resource Management
Bid File

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Ennis Excavating, LLC**, (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 51-15DEC16-Marshall Lane & Remie Road Bridge Replacements

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

<u>Description</u>	<u>Price</u>
2076 Marshall Lane Bridge	\$ 221,684.25
Remie Road Bridge #26500111	\$ 226,909.09
TOTAL	\$448,593.34

The contract award for Boone County's **Marshall Lane & Remie Road Bridge Replacements** is to be in the amount of **\$448,593.34**.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

Notice to Bidders
 Bid Form
 Instructions to Bidders
 Bid Response
 Certification Regarding Debarment
 Work Authorization Certification
 Statement of Bidders Qualifications
 Anti-Collusion Statement
 Signature and Identity of Bidder
 Bidders Acknowledgment
 Insurance Requirements
 Contract Conditions
 Sample Contract Agreement
 Performance Bond,
 Labor & Material Payment Bond
 Affidavit - OSHA Requirements
 Affidavit - Prevailing Wage
 Contractor's Affidavit Regarding Settlement of Claims
 General Specifications
 Technical Specifications
 Special Provisions / Project Notes

State Wage Rates-Annual Wage Order #23
Boone County Standard Terms and Conditions
Project Plans and/or Details
Notice to Proceed
Boone County Roadway Regulations Chapter II
MODOT Standard Specifications for Highway Construction Current Edition
US Army COE Nationwide Permit Conditions
Soil Boring Logs

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications**. When an item is the subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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 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.

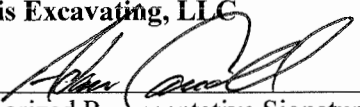
The Owner agrees to pay the Contractor in the amount: **\$448,593.34.**


Four Hundred Forty Eight Thousand, Five Hundred Ninety Three Dollars and Thirty Four Cents (\$448,593.34)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 1-19-17
at Columbia, Missouri. (Date)

CONTRACTOR:
Ennis Excavating, LLC

By: 
Authorized Representative Signature

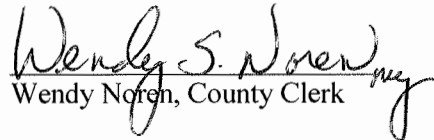
By: 
Danfel K. Atwill, Presiding Commissioner

By: Adam Carroll
Authorized Representative Printed Name
Title: Managing Member

Approved as to Legal Form:

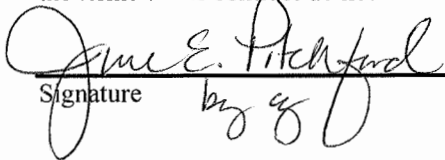
ATTEST:


Boone County Counselor


Wendy 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 the contract do not create a measurable county obligation at this time.)


Signature

1/2/17
Date

2041 / 71202 - \$448,593.34

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all 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.

Bridge on 2076 Marshall Lane and Remie Road Bridge #26500111

Boone County
County Funded Bridge Project

**ITEMIZED PROPOSAL
WORK PERFORMED BY THE CONTRACTOR**

LINE	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
2076 MARSHALL LANE						
1	201	Clearing & Grubbing (Approx 0.33 Acres)	L.S.	1	4,000 ⁰⁰	4,000 ⁰⁰
2	202.30	Removal of Existing Improvements	L.S.	1	2,000 ⁰⁰	2,000 ⁰⁰
3	203	Embankment in Place	C.Y.	414	25 ⁰⁰	10,350 ⁰⁰
4	206	Excavation for Structures	C.Y.	112.5	50 ⁰⁰	5,625 ⁰⁰
5	216.10	Removal of Existing Bridge	L.S.	1	2,000 ⁰⁰	2,000 ⁰⁰
6	304	6" layer Aggregate Base Course (3.5" minus)	S.Y.	744	6 ⁰⁰	4,464 ⁰⁰
7	304	3" layer Aggregate Base Course (1.5" minus)	S.Y.	744	5 ⁰⁰	3,720 ⁰⁰
8	310	2" layer Aggregate Surface (MoDOT Type 1)	S.Y.	744	4.75	3,534 ⁰⁰
9	606.10	Guardrail Transition Section	EACH	4	350 ⁰⁰	1,400 ⁰⁰
10	606.10	Type A Crashworthy End Terminal	EACH	4	2,050 ⁰⁰	8,200 ⁰⁰
11	611.30	Type 2 Rock Blanket	C.Y.	739	38 ⁰⁰	28,082 ⁰⁰
12	616	Type III Moveable Barricades	EACH	6	105 ⁰⁰	630 ⁰⁰
13	616	Construction Signs	EACH	6	80 ⁰⁰	480 ⁰⁰
14	618	Mobilization	L.S.	1	6,850 ⁰⁰	6,850 ⁰⁰
15	624	Geotextile Fabric	S.Y.	1,212	2.25	2,727 ⁰⁰
16	702	HP10X42 Galvanized Structural Steel Piles	L.F.	450	55 ⁰⁰	24,750 ⁰⁰
17	702	Pile Point Reinforcement	EACH	10	175 ⁰⁰	1,750 ⁰⁰
18	703	Class MB-2 Concrete	C.Y.	24.8	650 ⁰⁰	16,120 ⁰⁰
19	703	Slab on Steel Girder	S.Y.	131	300 ⁰⁰	39,300 ⁰⁰
20	712	Fabricated Structural Steel	LBS	19,670	1.60	31,472 ⁰⁰
21	713	SL-1 Rail on Bridge	L.F.	100	44.52	4,452 ⁰⁰
22	716.10	Plain Neoprene Bearing Pads	EACH	8	150 ⁰⁰	1,200 ⁰⁰
23	720	GRS Approach	S.F.	720	19 ⁰⁰	13,680 ⁰⁰
24	805	Seeding (includes Fertilizing & Mulching)	ACRE	0.13	26,900 ⁰⁰	3,497 ⁰⁰
25	806.30	Ditch Checks	EACH	4	200 ⁰⁰	800 ⁰⁰
26	806.70	Silt Fence	L.F.	185	3.25	601.25
Bridge on 2076 Marshall Lane - Subtotal						\$ 221,684.25

Bridge on 2076 Marshall Lane and Remie Road Bridge #26500111

Boone County
County Funded Bridge Project

ITEMIZED PROPOSAL
WORK PERFORMED BY THE CONTRACTOR

LINE	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
REMIE ROAD BRIDGE #26500111						
1	201	Clearing & Grubbing (Approximately 0.57 Acres)	L.S.	1	6,500 ⁰⁰	6,500 ⁰⁰
2	202.30	Removal of Existing Improvements	L.S.	1	2,500 ⁰⁰	2,500 ⁰⁰
3	203	Embankment in Place	C.Y.	954	19 ⁰⁰	18,126 ⁰⁰
4	206	Excavation for Structures	C.Y.	86.4	50 ⁰⁰	4,320 ⁰⁰
5	216.10	Removal of Existing Bridge	L.S.	1	2,500 ⁰⁰	2,500 ⁰⁰
6	304	6" layer Aggregate Base Course (3.5" minus)	S.Y.	978	6 ⁰⁰	5,868 ⁰⁰
7	304	3" layer Aggregate Base Course (1.5" minus)	S.Y.	978	5 ⁰⁰	4,890 ⁰⁰
8	310	2" layer Aggregate Surface (MoDOT Type 1)	S.Y.	978	4.75	4,645.50
9	606.10	Guardrail Transition Section	EACH	4	350 ⁰⁰	1,400 ⁰⁰
10	606.10	Type A Crashworthy End Terminal	EACH	4	2,050 ⁰⁰	8,200 ⁰⁰
11	611.30	Type 2 Rock Blanket	C.Y.	438	38 ⁰⁰	16,644 ⁰⁰
12	616	Type III Moveable Barricades	EACH	6	105 ⁰⁰	630 ⁰⁰
13	616	Construction Signs	EACH	6	80 ⁰⁰	480 ⁰⁰
14	618	Mobilization	L.S.	1	7,500 ⁰⁰	7,500 ⁰⁰
15	624	Geotextile Fabric	S.Y.	733	2.75	2,015.75
16	702	HP10x42 Galvanized Structural Steel Piles	L.F.	300	60 ⁰⁰	18,000 ⁰⁰
17	702	Pile Point Reinforcement	EACH	10	175 ⁰⁰	1,750 ⁰⁰
18	703	Class MB-2 Concrete	C.Y.	28	650 ⁰⁰	18,200 ⁰⁰
19	703	Slab on Steel Girder	S.Y.	146	290 ⁰⁰	42,340 ⁰⁰
20	712	Fabricated Structural Steel	EACH	24,440	1.40 ⁰⁰	34,216 ⁰⁰
21	713	SL-1 Rail on Bridge	L.F.	117	44.52	5,208.84
22	716.10	Plain Neoprene Bearing Pads	EACH	8	150 ⁰⁰	1,200 ⁰⁰
23	720	GRS Approach	S.F.	744	20 ⁰⁰	14,880 ⁰⁰
24	805	Seeding (includes Fertilizing & Mulching)	ACRE	0.3	11,650 ⁰⁰	3,495 ⁰⁰
25	806.30	Ditch Checks	EACH	7	200 ⁰⁰	1,400 ⁰⁰
Remie Road Bridge #26500111 - Subtotal					\$226,909.09	

Bridge on 2076 Marshall Lane and Remie Road Bridge #26500111

Boone County

County Funded Bridge Project

ITEMIZED PROPOSAL
WORK PERFORMED BY THE CONTRACTOR

LINE	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
		Bridge on 2076 Marshall Lane - Subtotal				\$ 221,684.25
		Remie Road Bridge #26500111 - Subtotal				\$ 226,909.09
		2076 Marshall Lane and Remie Road Bridge #26500111 - Total Contract				\$ 448,593.34

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

COMPANY NAME: Ennis Excavating LLC

ADDRESS: 1516 Cedar St

CITY, STATE, ZIP: Jamestown, MO 65046

PHONE NUMBER: 573-619-2497

EMAIL ADDRESS: ennisexcavating@gmail.com

AUTHORIZED REPRESENTATIVE: Adam Carroll

TITLE: Managing Member

SIGNATURE: 

Prompt Payment Terms: _____

Will you accept automated clearinghouse (ACH) for payment of invoices? _____

List all Sub-Contractors planned to be utilized on this project.

James H Drew

Keith Contracting

Schrimpf Landscaping

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Marshall Lane + Remie Rd Bridge Replacements

Project No.: N/A Bid Number 51-15DEC11a

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

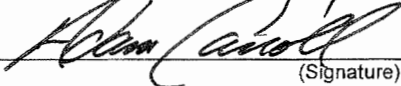
SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Ennis Excavating LLC

By: 
(Signature)

Adam Carroll
(Print or Type Name)

Title: Managing Member

Address: 156 Cedar St.

City, State, Zip: James town, MO 65046

Phone: 573-619-2497

Fax: 660-829-9148

Email Address: ennisexcavating@gmail.com

Date: December 15, 2014

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Adam Carroll *Managing Member*

Name and Title of Authorized Representative

Adam Carroll _____ *12/15/16*
Signature Date

COUNTY OF BOONE-MISSOURI
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.**

An Affirmative Action/Equal Opportunity Institution

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

County of Moniteau)
State of Missouri)ss
)

My name is Adam Carroll

I am an authorized agent of Ennis Excavating, LLC (Bidder).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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

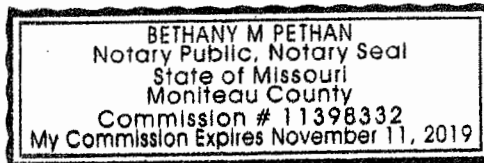
Adam Carroll 12/15/16
Affiant Date

Adam Carroll
Printed Name

Subscribed and sworn to before me this 15th day of December, 2016

Bethany M Pethan
Notary Public

Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.

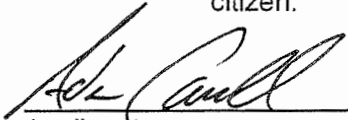


An Affirmative Action/Equal Opportunity Institution

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.

- X 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- ___ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- ___ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.


Applicant

12/15/16
Date


Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: Ennis Excavating LLC
2. Business Address: 156 Cedar St Jamestown, MO 65046
3. When Organized: 2016 - January
4. When Incorporated: N/A
5. If not incorporated, state type of business and provide your federal tax identification number:
Multi-Member LLC
6. Number of years engaged in contracting business under present firm name:
1
7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: 85%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: _____
see attached
12. List of projects currently in progress: see attached

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Moniteau

Adam Carroll, being first duly sworn, deposes and

says that he is Managing Member
(Title of Person Signing)

of Ennis Excavating, LLC
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By Adam Carroll

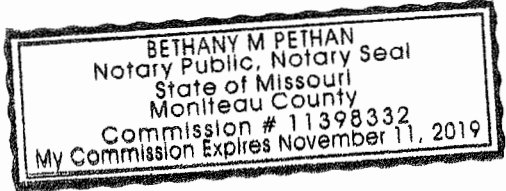
By N/A

By N/A

Sworn to before me this 15th day of December, 20 14

Bethany M Pethan
Notary Public

My Commission Expires November 11, 2019



SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

() sole individual () partnership (X) LLC multi-member
() corporation, incorporated under laws of the state of _____
() other: _____

Name of individual, all partners,
or joint venturers:

Adam Carroll
Randy Ennis
Josh Ennis

Address of each:

10057 County Rd 441 New Bloomfield, MO 65063
156 Cedar St Jamestown, MO 65046
same as above

doing business under the name of:

Ennis Excavating LLC
(If using a fictitious name, show this
name above in addition to legal names)

156 Cedar St Jamestown, MO 65046
Address of principal place of
business in Missouri

(If a corporation - show its name above)

Address of principal place of
business in Missouri

ATTEST:

Shelly Ennis
(Signature)
Shelly Ennis
(Print Name and Title)

Dated December 15, 2016

NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of Moniteau

On this 15th day of December, 20 16

before me appeared Adam Carroll to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the Adam Carroll managing member
Resident or other agent

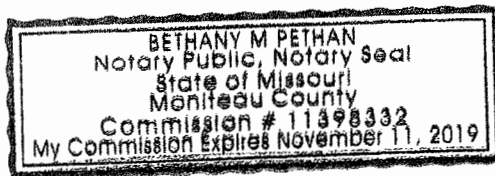
of Emis Excavating, LLC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Jamestown, Mo the day and year first above written.

(SEAL)

Bethany M Pethan Notary Public

My Commission expires November 11, 20 19.





AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ennis Excavating LLC
156 Cedar Street
Jamestown, MO65046

SURETY:

(Name, legal status and principal place of business)

International Fidelity Insurance Company
One Newark Center, 20th Floor
Newark, New Jersey 07102-5207

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Boone County Commission
613 East Ash St., Room 111
Columbia, MO 65201

BOND AMOUNT: **Five Percent of Total Amount Bid** (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Marshall Lane & Remie Road Bridge Replacements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of December, 2016

Shelley Ennis
(Witness)

Ennis Excavating LLC
(Principal)

John C. Manning *(Seal)*
Member

International Fidelity Insurance Company
(Surety)

[Signature]
(Witness)

Vickie J. Nickel *(Seal)*
(Title) Vickie J. Nickel, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original unaltered text changes will not be observed.

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CASEY M. PARISOFF, VICKIE J. NICKEL, LISA A. SUMMERS, RAYMOND C. RITCHEY JR.,
KATHY L. FAGAN, DAVID H. PARKHURST

Overland Park, KS.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



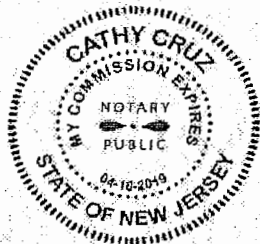
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

DEC 15 2016

day of

MARIA BRANCO, Assistant Secretary

STATE OF MISSOURI



Jason Kander
Secretary of State

CERTIFICATE OF AMENDED ARTICLES OF ORGANIZATION

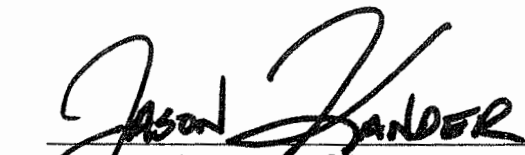
WHEREAS

Ennis Excavating LLC
LC001469745

filed its amended Articles of Organization with this office and WHEREAS that filing was found to conform to the Missouri Limited Liability Company Act;

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, by virtue of authority vested in me by law do hereby certify and declare that the above entity's Articles of Organization are amended.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 19th day of January, 2016.


Secretary of State





State of Missouri
Jason Kander, Secretary of State

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

LC001469745
Date Filed: 1/19/2016
Jason Kander
Missouri Secretary of State

Amendment of Articles of Organization

(Submit with filing fee of \$25.00)

Charter #: LC001469745

1. The current name of the limited liability company is: Ennis Excavating LLC

2. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: _____
(Date may not be more than 90 days after the filing date in this Office)

3. State date of occurrence that required this amendment: 01/09/2016
Month/Day/Year

4. The articles of organization are hereby amended as follows:

[Handwritten scribbles and marks]

5. (Check if applicable) This amendment is required to be filed because:
- management of the limited liability company is vested in one or more managers where management had not been so previously vested.
 - management of the limited liability company is no longer vested in one or more managers where management was previously so vested.
 - a change in the name of the limited liability company.
 - a change in the time set forth in the articles of organization for the limited liability company to dissolve.
 - adding a series under section 347.039 RSMo. (Form LLC 1A must be attached.)

6. This amendment is (check either or both):
- authorized under the operating agreement
 - required to be filed under the provisions of RSMo Chapter 347

(Please see next page)

ORI-01192016-2651 State of Missouri
No of Pages 2 Pages



Amend/Restate - LLC/LP/LLP/LLLP

ORI-01142016-0082

Name and address to return filed document:


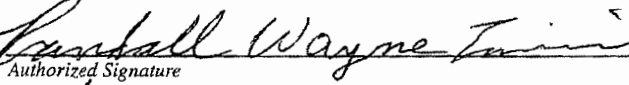
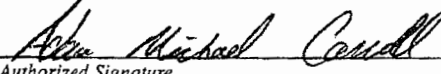
Name: Joshua Ennis

Address: 156 Cedar St.

City, State, and Zip Code: Jamestown, MO, 65046

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

 <i>Authorized Signature</i>	Joshua Randall Ennis <i>Printed Name</i>	01/09/16 <i>Date</i>
 <i>Authorized Signature</i>	Randall Wayne Ennis <i>Printed Name</i>	01/09/16 <i>Date</i>
 <i>Authorized Signature</i>	Adam Michael Carroll <i>Printed Name</i>	01/09/16 <i>Date</i>

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Ennis Excavating, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 941493

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 941493

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 941493

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 941493

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 941493

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 941493

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 941493

Approved by:

Employer Ennis Excavating, LLC	
Name (Please Type or Print) Adam M Carroll	Title
Signature Electronically Signed	Date 01/27/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/27/2016

Company ID Number: 941493

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Ennis Excavating, LLC
Company Facility Address	156 Cedar St Jamestown, MO 65046
Company Alternate Address	
County or Parish	MONITEAU
Employer Identification Number	810685860
North American Industry Classification Systems Code	237
Parent Company	Ennis Excavating, LLC
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 941493

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

MISSOURI

1 site(s)

Company ID Number: 941493

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

Name	Adam M Carroll
Phone Number	(573) 619 - 2497
Fax Number	(660) 829 - 9148
Email Address	ennisexcavating@gmail.com

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Ennis Excavating, LLC
156 Cedar Street
Jamestown, MO 65046
(660) 849-2144 office
(660) 849-2080 fax

Summary

Ennis Excavating, LLC is a multi-member limited liability company with 50 years of combined bridge and heavy highway construction experience.

Randy Ennis

27 years of bridge building experience as a Superintendent. Randy previously worked for Jensen Construction Company for 16 years.

Josh Ennis

10 years of bridge building experience as a Foreman and Operator. Josh previously worked for Jensen Construction Company 5 ½ years.

Adam Carroll

13 years of bridge building experience as an Estimator, Project Manager and Superintendent. Adam previously worked for Lehman Construction for 10 years.

AREAS OF EXPERTISE

Setting up job sites; ordering materials; planning daily tasks for jobs; building cofferdams; drill shafts anywhere from 20 to 150 feet deep; driving piling; setting steel beams; setting concrete beams; deck and pour bridges anywhere from 50 to 400 yards; tie deck steel; tie structure steel; form all sub-structures and poured; work on water with barges; operate cranes; run Bidwell finish machine; run Comaco finish machine; set Simon forms; set Efcu forms and can build own wood forms and demo bridges.

Projects Completed (All MoDOT Projects)

Miller County—Job # J5L3075D--Bridge Deck Rehabilitation--\$320,920.38
Moniteau County—JOB # J5S3050--Bridge Deck Replacement--\$362,216.60
Cooper County—JOB # J5S3052--Bridge Deck Replacement--\$305,860.80
Cass County—JOB # J4S3069--Bridge Deck Replacement--\$375,515.07
Cass County—JOB # J4S3072--Bridge Deck Replacement--\$423,573.41
Gasconade County—JOB # J5S3047--Bridge Deck Replacement--\$297,715.10

Current Project (MoDOT Project)

Mercer County—JOB # J2S2179--Bridge Replacement--\$487,398.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cornerstone Kansas City LLC 4400 College Blvd. Ste. 150 Overland Park KS 66211		CONTACT NAME: Kathy Hamilton PHONE (A/C, No, Ext): (913) 378-1050 E-MAIL ADDRESS: khamilton@ckcins.com		FAX (A/C, No): (913) 378-0399	
INSURED Ennis Excavating LLC 156 Cedar Street Jamestown MO 65046		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: United Fire and Casualty Company		13021	
		INSURER B: Missouri Employers Mutual Ins Co.		10191	
		INSURER C: RLI Insurance Company		13056	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL1632421159 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADL	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y			60474598	3/31/2016	3/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: Per Written Contract.
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y			60474598	3/31/2016	3/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	X				60474598	3/31/2016	3/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			MEM2020002-00	3/31/2016	3/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builders Risk					ILM0704975	3/31/2016	3/31/2017	Limit/Ded - 1,500,000 cat. 500,000/5,000
C	Leased/Rented Equipment					ILM0704975	3/31/2016	3/31/2017	Limit/Ded. 300,000/1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 51-15DEC16-Marshall Lane and Remie Road Bridge Replacement .County of Boone Missouri, are an additional insured with respects to auto liability, general liability and umbrella, waiver of subrogation applies where allowed by law, 30 day cancellation notice 10 days for non payment of premium, per written contract.

CERTIFICATE HOLDER County of Boone, Missouri c/o Purchasing Department 613 E Ash Street Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Parkhurst/KH
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PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Ennis Excavating, LLC

as Principal, hereinafter called Contractor, and International Fidelity Insurance Company

a Corporation, organized under the laws of the State of New Jersey
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of Four Hundred Forty-Eight Thousand Five Hundred Ninety-Three and 34/100 Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 1-19-17 entered into a
Contract with Owner for:

**CONTRACT NUMBER 51-15DEC16
Marshall Lane and Remie Road Bridge Replacements
BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which contract is
by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing
hourly wages and comply with all prevailing wage requirements as provided by such Contract and
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Overland Park, Kansas, on this 19th day of January, 2017.

Ennis Excavating, LLC
(Contractor)

(SEAL)

BY: Adam Carroll
International Fidelity Insurance Company
(Surety Company)

(SEAL)

BY: Casey M. Parisoff
(Attorney-In-Fact) Casey M. Parisoff

BY: Vickie J. Nickel
(Missouri Representative) Vickie J. Nickel

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Gary McDonald
Phone Number: (972) 398-6953
Address: One Newark Center, 20th Floor
Newark, New Jersey 07102-5207

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CASEY M. PARISOFF, VICKIE J. NICKEL, LISA A. SUMMERS, RAYMOND C. RITCHEY JR.,
KATHY L. FAGAN, DAVID H. PARKHURST

Overland Park, KS.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

19th day of January, 2017

MARIA BRANCO, Assistant Secretary

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Ennis Contracting, LLC
as Principal, hereinafter called Contractor, and International Fidelity Insurance Company

a corporation organized under the laws of the State of New Jersey, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Four Hundred Forty-Eight Thousand Five Hundred Ninety-Three and 34/100 DOLLARS

(\$ 448,593.34), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated 1-19-17 entered into a contract with Owner for

**CONTRACT NUMBER 51-15DEC16
Marshall Lane and Remie Road Bridge Replacements
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Overland Park, Kansas on this 19th day of January 2017.

CONTRACTOR Ennis Contracting, LLC (SEAL)

BY: Adam Carroll Adam Carroll

SURETY COMPANY International Fidelity Insurance Company

BY: [Signature]
(Attorney-In-Fact) Casey M. Parisoff

BY: Vickie J. Nickel
(Missouri Representative) Vickie J. Nickel

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Surety Contact Name: Gary McDonald

Phone Number: (972) 398-6953

Address: One Newark Center, 20th Floor
Newark, New Jersey 07102-5207

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CASEY M. PARISOFF, VICKIE J. NICKEL, LISA A. SUMMERS, RAYMOND C. RITCHEY JR.,
KATHY L. FAGAN, DAVID H. PARKHURST

Overland Park, KS.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

19th day of January, 2017

MARIA BRANCO, Assistant Secretary

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

19th

day of January

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 382-2013 for Office Cleaning Services for the Centralia, MO Commission Office.

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

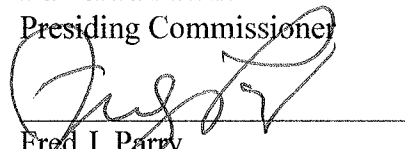
Done this 19th day of January, 2017.

ATTEST:

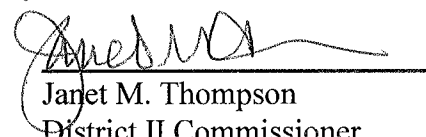
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

29-2017

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: September 2, 2014
RE: Amendment Number One –382-2013 – Office Cleaning Services for Centralia, Missouri Commission Office

Contract 382-2013 – *Office Cleaning Services for Centralia, Missouri Commission Office* was approved by commission for award to ISS Facility Services of Columbia, Missouri on August 22, 2013, commission order 382-2013. This amendment clarifies that each cleaning is \$37.50 and cleanings are to be provided weekly.

Invoices will continue to be paid from department 1125 – Centralia Office, account 60125 – Custodial/Janitorial Service.

cc: Michele Hall, Commission
Contract File

Commission Order: 29-2017
Date: 1-19-17

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
OFFICE CLEANING SERVICES FOR CENTRALIA, MISSOURI COMMISSION OFFICE**

The Agreement **382-2013** dated August 22, 2013 made by and between Boone County, Missouri and ISS Facility Services, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. Office cleaning shall be provided once a week for \$37.50 per cleaning.
- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

ISS FACILITY SERVICES, INC.
by Mike Yates
title DOO-Centralia SWMO

BOONE COUNTY, MISSOURI
by: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
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>June Pitchford by HA</u>	<u>1-11-17</u>	1125 / 60125 / \$37.50/cleaning
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

19th

day of January

20 17

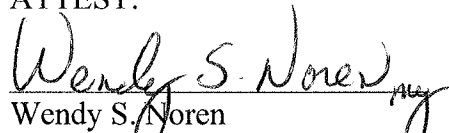
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the utilization of the National IPA Term & Supply Cooperative Contract P15-150-DT for National Office Furniture with Inside the Lines LLC of Columbia MO.


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 for National Office Furniture.

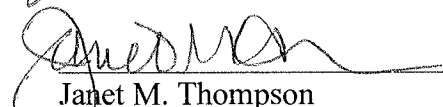
Done this 19th day of January, 2017.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 10, 2017
RE: Cooperative Contract – P15-150-DT – National Office Furniture

Purchasing requests permission to put in place the NationalIPA cooperative contract P15-150-DT for National brand office furniture with Inside the Lines LLC of Columbia, MO. Contract runs through March 31, 2019 and has two, one-year renewal periods.

This is a Term and Supply contract that can be used County-wide.

cc: Contract File

30-2017

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

THIS AGREEMENT dated the 19th day of January 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Inside the Lines LLC** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract to furnish, deliver and install **National Office Furniture** (System Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment, Interior Solutions and Related Products and Support Services) in compliance with all contract documents issued for the National IPA contract **P15-150-DT** (based on RFP specifications and any addendum issued for the County of Dupage, Illinois contract P15-150-DT), Boone County Insurance Requirements, Work Authorization Certification, Debarment Certification, Prevailing Wage Order #23, Affidavit of Compliance with OSHA and Affidavit of Compliance with Prevailing Wage Law, as well as Boone County Standard Terms and Conditions. Affidavit of Compliance with OSHA and Affidavit of Compliance with Prevailing Wage Law shall be submitted to the Purchasing Department at the close of each project. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions, National IPA contract P15-150-DT shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on the **date written above and extend through March 31, 2019** subject to the provisions for termination specified below. The contract may be automatically renewed by the County for two (2) additional one-year periods.

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

Seating

List Price Range
\$1.00 - \$99,999
\$100,000 - \$249,999
\$250,000 - \$499,999

Loading Dock

Discount
55%
55.5%
negotiable

Installed

Discount
52%
52.5%
negotiable

Seating/Tables

List Price Range
\$1.00 - \$99,999
\$100,000 - \$249,999
\$250,000 - \$499,999

Loading Dock

Discount
55%
55.5%
negotiable

Installed

Discount
52%
52.5%
negotiable

Desking

List Price Range
\$1.00 - \$99,999
\$100,000 - \$249,999
\$250,000 - \$499,999

Loading Dock

Discount
55%
55.5%
negotiable

Installed

Discount
52%
52.5%
negotiable

Powered Tables

List Price Range
 \$1.00 - \$99,999
 \$100,000 - \$249,999
 \$250,000 - \$499,999

Loading Dock

Discount
 55%
 55.5%
 negotiable

Installed

Discount
 52%
 52.5%
 negotiable

Multi-Purpose Tables

List Price Range
 \$1.00 - \$99,999
 \$100,000 - \$249,999
 \$250,000 - \$499,999

Loading Dock

Discount
 55%
 55.5%
 negotiable

Installed

Discount
 52%
 52.5%
 negotiable

Folding Tables

List Price Range
 \$1.00 - \$99,999
 \$100,000 - \$249,999
 \$250,000 - \$499,999

Loading Dock

Discount
 55%
 55.5%
 negotiable

Installed

Discount
 52%
 52.5%
 negotiable

Filing/Storage

List Price Range
 \$1.00 - \$99,999
 \$100,000 - \$249,999
 \$250,000 - \$499,999

Loading Dock

Discount
 55%
 55.5%
 negotiable

Installed

Discount
 52%
 52.5%
 negotiable

Systems

List Price Range
 \$1.00 - \$99,999
 \$100,000 - \$249,999
 \$250,000 - \$499,999

Loading Dock

Discount
 55%
 55.5%
 negotiable

Installed

Discount
 52%
 52.5%
 negotiable

Interior Solutions

List Price Range
 \$1.00 - \$99,999
 \$100,000 - \$249,999
 \$250,000 - \$499,999

Loading Dock

Discount
 55%
 55.5%
 negotiable

Installed

Discount
 52%
 52.5%
 negotiable

Green or Sustainable Furniture Products

List Price Range
 \$1.00 - \$99,999
 \$100,000 - \$249,999
 \$250,000 - \$499,999

Loading Dock

Discount
 55%
 55.5%
 negotiable

Installed

Discount
 52%
 52.5%
 negotiable

Refurbished Products & Services

List Price Range
 Dealer Service – Case by Case Basis

Loading Dock

Discount

Installed

Discount

Wall Raid System

List Price Range
 \$1.00 - \$99,999
 \$100,000 - \$249,999
 \$250,000 - \$499,999

Loading Dock

Discount
 55%
 55.5%
 negotiable

Installed

Discount
 52%
 52.5%
 negotiable

<u>Dividers</u>	<u>Loading Dock</u>	<u>Installed</u>
<u>List Price Range</u>	<u>Discount</u>	<u>Discount</u>
\$1.00 - \$99,999	55%	52%
\$100,000 - \$249,999	55.5%	52.5%
\$250,000 - \$499,999	negotiable	negotiable

<u>Accessories/Accents</u>	<u>Loading Dock</u>	<u>Installed</u>
<u>List Price Range</u>	<u>Discount</u>	<u>Discount</u>
\$1.00 - \$99,999	55%	52%
\$100,000 - \$249,999	55.5%	52.5%
\$250,000 - \$499,999	negotiable	negotiable

4. **Delivery** - Vendor agrees to deliver furniture FOB Destination as set forth in the bid documents. Any order requiring Special Delivery will incur additional charges.

Inside delivery – minimum \$50 charge

Non-Standard delivery (before 4:00 a.m. or after 5:00 p.m.

Non-dock delivery

JIT Delivery (specific day & time)

Orders under \$10,000 will incur a minimum \$125 charge

Drop Ship (ship to location other than a standard dealer warehouse/installer)

Orders under \$7,500 list will incur a \$125 drop ship charge

Rush Delivery (delivery within 1-5 days from ship date)

Weekend delivery (Friday after 4:00 p.m. – Sunday night) – minimum \$500 charge per delivery

Residential Delivery – A National authorized dealer may assist in determining your special delivery requirements and an additional charge that may apply.

Fuel Surcharges may apply

5. **Warranty** – National’s limited life-time warranty detailed within.

6. **Installation** – Projects requiring prevailing wage or union wages must be quoted project by project due to local variations in wages and classifications of labor.

7. **Prevailing Wage** - Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. **Prevailing Wage Order #23** is included in this agreement. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

9. **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.

10. **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.

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

12. **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.

13. **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.

30-2017

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

INSIDE THE LINES LLC

BOONE COUNTY, MISSOURI

by *Alan Greene*
title *Principal*

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

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

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.)

Jane E. Pitchford
Signature *by [initials]*

1/11/17
Date

County-Wide Term and Supply
No Encumbrances Required
Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

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

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the 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.

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.

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

Certificate Holder address:

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

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Glen CROMER / PRINCIPAL

Name and Title of Authorized Representative

Glen Cromer

Signature

1-5-2017

Date

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

County of BOONE)
State of MO)^{ss}

My name is Glen GROMER. I am an authorized agent of INSIDE THE LINES

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

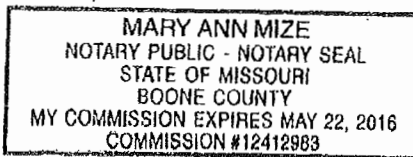
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Glen Gromer 9/23/2014
Affiant Date

Glen GROMER
Printed Name

Subscribed and sworn to before me this 23rd day of Sept, 20 14.

Mary Ann Mize
Notary Public





INSITHE-01 JWATSON

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winter-Dent 2700 Forum Blvd Columbia, MO 65203	CONTACT NAME:		
	PHONE (A/C, No, Ext): (573) 449-8100	FAX (A/C, No): (573) 636-7500	
ADDRESS: jack.watson@winterdent.com			
INSURED Inside The Lines LLC 100 E. Texas Ave. Columbia, MO 65202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Tri-State Insurance Company		25712
	INSURER B: Acadia Insurance Company		31325
	INSURER C: FirstComp Insurance Company		27626
	INSURER D:		
	INSURER E:		
INSURER F:			


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket add ins./Wav GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ADV3127819-20	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPA3127820-20	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CPA3127820-20	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0169164-01	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

County of Boone, Missouri C/O Purchasing Department 613 E Ash Street Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

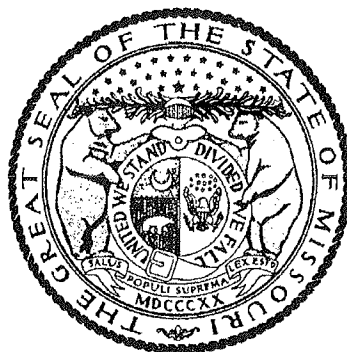
My commission expires _____, 20_____.

Notary Public

9/26/16

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

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, 2016

Last Date Objections May Be Filed: April 11, 2016

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			\$32.36	55	60	\$21.41
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction/Lineman)	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/16		\$26.87	122	76	\$11.78
Ironworker			\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason			\$21.66	124	74	\$12.68
Marble Finisher			\$14.14	124	74	\$9.08
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.66	124	74	\$12.68
Tile Finisher			\$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

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

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

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

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

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

**b - All work over \$7 Mil. Total Mech. Contract - \$38.00, Fringes - \$26.93

All work under \$7 Mil. Total Mech. Contract - \$36.66, Fringes - \$21.49

c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**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.

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.04 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.

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.

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

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.

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.

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

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

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

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

**BOONE COUNTY
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 and holidays falling on Sunday will be observed on the following Monday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour of fraction thereof worked on any such day .

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal 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. 44: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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: The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction/Lineman)	9/16	\$43.75	9	12	\$5.25 + 36%
Lineman Operator	9/16	\$37.73	9	12	\$5.25 + 36%
Lineman - Tree Trimmer		\$24.15	32	31	\$9.98 + 3%
Groundman	9/16	\$29.11	9	12	\$5.25 + 36%
Groundman - Tree Trimmer		\$17.84	32	31	\$7.50 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.83	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oiler-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

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 \$15.55 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 \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 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.

Furniture_Discount Structure

Products	Discounts are from List Price. Tiers are based on List Product Value of each order Discounts for orders over \$500,000 are negotiable					
	*Suppliers may add rows for additional product categories not specifically identified					
	\$1-\$99,999		\$100,000-\$249,999		\$250,000-\$499,999	
	Loading Dock	Installed	Loading Dock	Installed	Loading Dock	Installed
Seating	55%	52%	55.50%	52.50%	negotiable	negotiable
Seating/Tables	55%	52%	55.50%	52.50%	negotiable	negotiable
Desking	55%	52%	55.50%	52.50%	negotiable	negotiable
Powered Tables	55%	52%	55.50%	52.50%	negotiable	negotiable
Multi-Purpose Tables	55%	52%	55.50%	52.50%	negotiable	negotiable
Folding Tables	55%	52%	55.50%	52.50%	negotiable	negotiable
Filing/Storage	55%	52%	55.50%	52.50%	negotiable	negotiable
Resident Hall Furniture	n/a	n/a	n/a	n/a	n/a	n/a

Furniture_Discount Structure

Products	Discounts are from List Price. Tiers are based on List Product Value of each order Discounts for orders over \$500,000 are negotiable					
	*Suppliers may add rows for additional product categories not specifically identified					
	\$1-\$99,999		\$100,000-\$249,999		\$250,000-\$499,999	
	Loading Dock	Installed	Loading Dock	Installed	Loading Dock	Installed
Systems	55%	52%	55.50%	52.50%	negotiable	negotiable
Interior Solutions	55%	52%	55.50%	52.50%	negotiable	negotiable
Moveable Wall Systems	n/a	n/a	n/a	n/a	n/a	n/a
Green or Sustainable Furniture Products	55%	52%	55.50%	52.50%	negotiable	negotiable
Refurbished Products & Services	Dealer Service - Case by Case Basis			Dealer Service - Case by Case Basis		
*Wall Rail Solution	55%	52%	55.50%	52.50%	negotiable	negotiable
*Dividers	55%	52%	55.50%	52.50%	negotiable	negotiable

Furniture_Discount Structure

Products	Discounts are from List Price. Tiers are based on List Product Value of each order Discounts for orders over \$500,000 are negotiable					
	*Suppliers may add rows for additional product categories not specifically identified					
	\$1-\$99,999		\$100,000-\$249,999		\$250,000-\$499,999	
	Loading Dock	Installed	Loading Dock	Installed	Loading Dock	Installed
*Accessories/Accents	55%	52%	55.50%	52.50%	negotiable	negotiable

Installation & Delivery Service: The Service option discounts include "standard" services only, subject to conditions listed below. The discounts are "not to exceed" percentages that may be lower as quoted by the servicing dealer dependent upon specific project conditions. Additional charges and Standard Services are Subject to the Following Conditions:

1. Installation will be performed during normal weekday hours
2. Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process
3. Service work shall not be hindered by other trades
4. Electric, heat and elevator service will be furnished without charge
5. The immediate area shall be complete and free of debris including carpet/flooring installation before delivery
6. Any work requiring a licensed electrician is the responsibility of the agency

Additional Charges

Additional Charges May Apply for	
*If there are other conditions that would cause additional charges to be applied please list and define how these will be charged for. Service percentages should be expressed as an additional percent of the total product list value	
Service	Percent or Per Labor Hour Additional Charge
Inside Delivery-Upper Levels Non-Seating	Negotiable on a per project basis
Inside Delivery-Upper Levels Seating	Negotiable on a per project basis
Union & Prevailing Wage Non Seating	Negotiable on a per project basis
Union & Prevailing Wage Seating	Negotiable on a per project basis
Major Metro Market and Upper Floor Installation	Negotiable on a per project basis
Installation outside of a ___mile range of a the servicing dealer	Negotiable on a per project basis

Supplemental Services

Supplemental Services

*If there are other supplemental services that the proposer may want to offer, please list and detail the charge per labor hour for the service.

Service	Per Labor Hour Charge
Project Management Services	\$62.00 - \$125.00 per hour
Furniture Project Management	\$62.00 - \$125.00 per hour
Furniture Project Coordination	\$62.00 - \$125.00 per hour
Reconfiguration Services	Negotiated on a per project basis
Design (outside of standard services)	\$65.00 - \$85.00 per hour
Strategic Planning Services	Negotiated on a per project basis
Occupancy Planning Services	Negotiated on a per project basis
Occupancy Planner	Negotiated on a per project basis
CAD Drafter	Negotiated on a per project basis
Build Out Project Management Services	Negotiated on a per project basis
Fixtures, Furniture and Equipment Management Services	Negotiated on a per project basis
Fixtures, Furniture and Equipment Storage Services	Negotiated on a per project basis

COUNTY OF DUPAGE

Contract P15-150-DT

for

System Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment, Interior
Solutions and Related Products and Support Services

with

National Office Furniture

Effective: April 1, 2016

The following documents comprise the executed contract between the County of DuPage and National Office Furniture, effective April 1, 2016:

- I. County of DuPage Resolution
(Includes Term and Pricing)
- II. Notice to Award
- III. Supplier's Response to the RFP
(Includes Scope of Work and National Cooperative language)

Resolution

FI-R-0054-16

COOPERATIVE PURCHASING MASTER AGREEMENT AWARD
FOR SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING
SYSTEMS/EQUIPMENT AND RELATED PRODUCTS AND SUPPORT SERVICES
APRIL 1, 2016 THROUGH MARCH 31, 2019

WHEREAS, the County of DuPage is authorized to exercise its functions with other public entities pursuant to 5 ILCS 220/3 (Intergovernmental Cooperation) and to enter into joint purchasing agreements pursuant to 30 ILCS 525/1 et seq. (Governmental Joint Purchasing Act); and

WHEREAS, pursuant to the agreement approved in Resolution #FI-0034-07 the County is authorized to work with National Intergovernmental Purchasing Alliance (National IPA) to secure multi state volume purchasing contracts; and

WHEREAS, pursuant to that authorization the County issued its Request For Proposal #P15-150-DT (RFP) for a Master Contract Agreement for Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services; and

WHEREAS, the County evaluated the responses to the RFP and National Office Furniture, Inc. has been found to meet all minimum qualifications and requirements per Proposal #P15-150-DT; and,


WHEREAS, the RFP contemplated multiple awards by multiple procurement methods to permit maximum flexibility in ordering.

NOW THEREFORE BE IT RESOLVED, that an award be issued to: National Office Furniture, Inc., 1610 Royal Street, Jasper, IN 47549, at the attached rates for procurements entered into during the period of April 1, 2016 through March 31, 2019, with two additional one-year renewal options.


BE IT FURTHER RESOLVED, that the County and other authorized members of the National IPA may order Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services pursuant to this award from the attached pricing. Each County order shall be approved pursuant to the County Procurement Ordinance OFI-005B-99 and any amendments thereto.

BE IT FURTHER RESOLVED, that the County Clerk transmit copies of this resolution and any documents attached and made a part hereof, to the National IPA, Attn: Ken Heckman, 725 Cool Springs Blvd., Suite 100, Franklin, TN 37067 and to National Office Furniture, Inc., Attn: Amy Maxey, 1610 Royal Street, Jasper, IN 47549 and to the Procurement Services Division, Attn: Debra J. Thompson, CPPB.

Enacted and approved this 9th day of February, 2016 at Wheaton, Illinois.


DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Ayes: 15
Absent: 3

Attest: 
PAUL HINDS, COUNTY CLERK



**COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES
PROPOSAL TABULATION ADVISE**

**PROPOSAL P15-150-DT
MASTER AGREEMENT TO PROVIDE
SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING
SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND
SUPPORT SERVICE**

**PROPOSAL OPENING DATE: NOVEMBER 4, 2015
2:00 P.M.**

RESPONSIBLE PROPOSALS
ALLSTEEL
AURORA STORAGE SOLUTIONS
KIMBALL OFFICE
NATIONAL FURNITURE
OFFICE DEPOT/OFFICE MAX
SPACESAVER CORPORATION

BID OPENING ATTENDED BY:

Debby Thompson, CPPB, DuPage County Buyer
Catlyn Hicks, DuPage County Division I

INVITATIONS SENT:	32	POTENTIAL BIDDERS REQUESTING BID DOCUMENTS:	11	TOTAL BID RESPONSES RECEIVED:	6
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COUNTY OF DU PAGE, ILLINOIS

PROPOSAL P15-150-DT
PROPOSAL FORM
SYSTEMS FURNITURE, FREE STANDING FURNITURE,
SEATING, FILING EQUIPMENT, INTERIOR FURNITURE
RELATED PRODUCTS AND SUPPORT SERVICES

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Proposer	National Office Furniture, Inc
Main Business Address	1610 Royal Street
City, State, Zip Code	Jasper, IN 47549
Telephone Number	800-482-1717
Fax Number	812-482-8800
Proposal Contact Person	Amy Maxey
Email Address	Amy.Maxey@NationalOfficeFurniture.com

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

- the Owner/Sole Proprietor
- a Member of the Partnership
- an Officer of the Corporation
- a Member of the Joint Venture

herein after called the Proposer and that the all of the Partners of the Partnership, Officers of the Corporation or Member of the Limited Liability are as follows:

Kevin McCoy, President
(President, CEO, Partner or Member)

Michael Roch, Vice-President of Sales
(Vice-President, Partner or Member)

Julie E. Heitz Cassidy, Secretary
(Secretary, Partner or Member)

R. Gregory Kincer, Treasurer
(Treasurer, Partner or Member)

(If additional Officers, Partners, or Members, list on an attached sheet.)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, 2, and 3 issued thereto;

COUNTY OF DU PAGE, ILLINOIS

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate.

Further, the undersigned certifies that the Proposer is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Proposer may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Further, the Proposer certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Proposer, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

No Proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

National Office Furniture, Inc.

Name: Amy Maxey

Company Name

1610 Royal Street

Title: Vertical Market Program Manager

Address

Jasper IN 47549

Phone: (812) 481-6356

City State Zip

Kevin McCoy
Signature of Person Authorized to Sign

Fax: (812) 482-8800

Kevin McCoy

Email: Amy.Maxey@NationalOfficeFurniture.com

Printed Name

President, National Office Furniture, Inc.

Title

63-0577594

Federal Tax ID

Acknowledged before me by Kevin McCoy (name) as President (title)
of National Office Furniture, Inc. (company) this 2 (day) of November, 2015

Notary Signature:

Melissa Dawn Fuller

My Commission Expires:

March 13, 2019

Affix Seal





Required Vendor Ethics Disclosure Statement

Company Name:	National Office Furniture, Inc.		
Company Contact:	Amy Maxey	Contact Phone:	(812) 481-6356
Bid/Contract/ PO:	15-150-DT		

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below:

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
n/a	n/a	n/a	n/a	n/a

Attach additional sheets if necessary. Sign each added sheet and number each page ___ (#) of ___ (total pages).

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email
n/a	n/a	n/a

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Kevin McCoy

Title

President, National Office Furniture, Inc.

Date

11-2-2015

Page 1 of

1

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.



DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6184 Fax: (630) 407-6201
Email: dthompson@dupageco.org

NOTICE OF AWARD

February 19, 2016

National Office Furniture, Inc.
Ms. Amy Maxey
1610 Royal Street
Jasper, IN 47549

SUBJECT: BID #15-150-DT, SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING SYSTEMS/EQUIPMENT AND RELATED PRODUCTS AND SUPPORT SERVICES

Dear Ms. Maxey:

The County has considered the Proposal submitted by you for the above-described project in response to its Invitation to Bid dated September 11, 2015.

You are hereby notified that your Bid accepted by the DuPage County Board at their meeting of February 9, 2016.

As stated in the Bid, you are required to execute and return the attached Notice of Award, and furnish a Certificate of Insurance within fifteen (15) calendar days from the date of this Notice.

Sincerely,

Debby Thompson

Debby Thompson, CPPB
DuPage County Buyer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

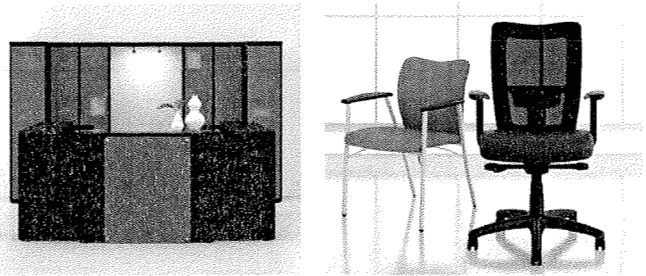
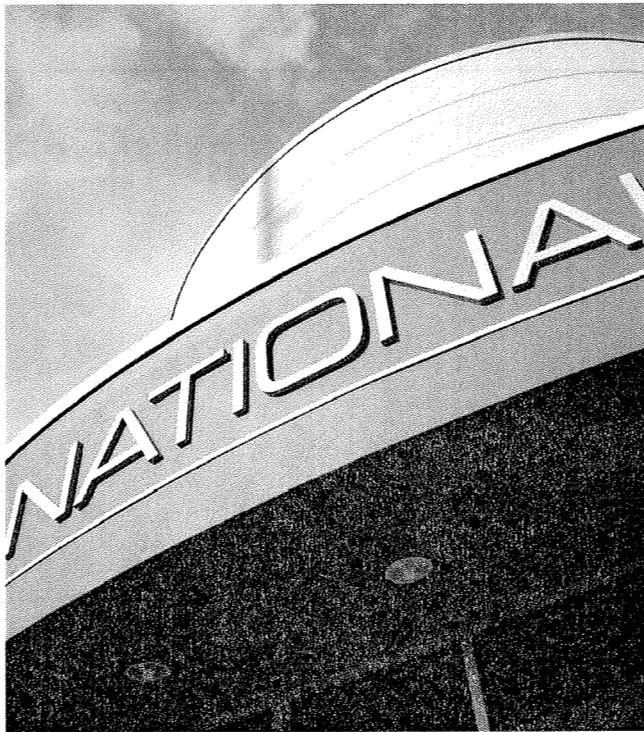
National Office Furniture
(Name of Firm)

this 23 day of February, 2016.

By:

Kevin McCoy
Kevin McCoy

Title: President



Furniture with Personality®
Office Furniture Solutions for Any Work Environment

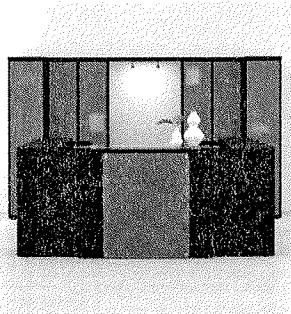
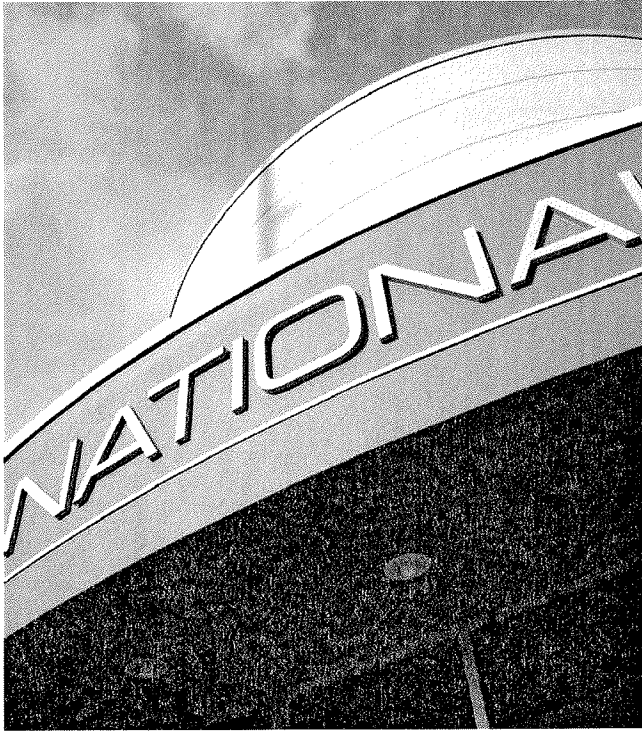


County of Dupage Request for Proposal #P15-150-DT

Product and Support Services for a Master Agreement to Provide Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment, Interior Solutions and Related

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COUNTY OF DU PAGE, ILLINOIS



DuPage County Procurement Services

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201

REQUEST FOR PROPOSAL:	P15-150-DT	PROPOSAL ISSUE DATE:	09/11/15
PROPOSAL DESCRIPTION:	SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICES		
PROPOSAL OPENING DATE:	10/14/15	PROPOSAL OPENING TIME:	2:00 p.m.
SUBMIT 1 ORIGINAL PLUS 4 COPIES		BOND REQUIRED: YES	

PROPOSAL RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC PROPOSAL OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. PROPOSALS WILL BE RECEIVED AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE PROPOSALS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE PROPOSERS:

You are hereby invited to submit your proposal for the services to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

PRE-PROPOSAL MEETING

A Pre-Proposal Meeting is scheduled for **SEPTEMBER 29, 2015 at 11:00 a.m.** Local Time, in the **DuPage County Conference Room 1-500B, DuPage County Administration Center, 421 North County Farm Road, Wheaton, IL 60187.** This meeting will also have available telephone conferencing for Proposers unable to attend. The conference call must be arranged by the Proposer 24 hours prior to the scheduled meeting by calling the Buyer, Debby Thompson at 630-407-6184, no later than September 28, 2015 at 11 :00 a.m. Central Time for the specifics for the Conference Call.

The original proposal and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All proposals are subject to staff analysis. The County of DuPage reserves the right to accept or reject any and all proposals received and waive any and all technicalities.

Proposals must be delivered and time stamped, prior to the public proposal opening date and time, to:	DU PAGE COUNTY PROCUREMENT SERVICES DIVISION 421 NORTH COUNTY FARM ROAD, ROOM 3-400 WHEATON, IL 60187-3978
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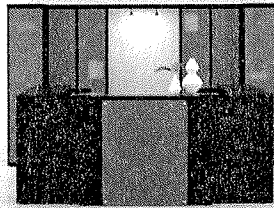
Any communication regarding this invitation between the date of issue and date of award is required to go through the Proposal Coordinator or the Buyer listed below (or, in the Buyers absence, the Procurement Services Supervisor).

Unauthorized contact with other DuPage County staff or officers is strictly forbidden.

BUYER:	Debby Thompson, CPPB	PHONE:	(630) 407-6184
EMAIL:	dthompson@DuPageCo.org		

FULL NAME OF PROPOSER	National Office Furniture, Inc.
PROPOSER CONTACT PERSON	Amy Maxey
TELEPHONE NUMBER	(812) 481-6356

FACSIMILE AND/OR E-MAIL TRANSMITTED PROPOSALS WILL NOT BE ACCEPTED

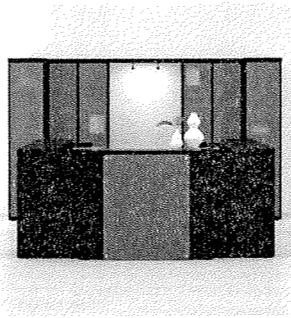


SECTION 1 - PROJECT INFORMATION

PROJECT NAME:	SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICES
FOR:	County of DuPage, IL is acting as a Principal Procurement Agency, on behalf of itself and the National Intergovernmental Purchasing Alliance Company (National IPA), to create a nationwide cooperative contract for Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment, Interior Solutions and Related Product and Support Services that will be available and marketed by National IPA and the selected supplier to Public Agencies nationwide.

SCHEDULE OF EVENTS			
EVENT:	LOCATION:	DATE:	TIME:
Request For Proposals Posted	www.DemandStar.com	09/11/2015	
Advertisement	Daily Herald	09/11/2015	
Pre-Proposal Conference	DuPage County Administration Center 421 North County Farm Road, Room 1-500B Wheaton, IL 60187	09/29/2015	11:00 a.m.
Deadline for Inquiries to Substitutions, Exceptions and Questions to Bid Language and Specifications.	Must be submitted in writing to: dthompson@dupageco.org	10/05/2015	3:00 p.m.
Response to Inquiries	Via E-Mail	10/06/2015	3:00 p.m.
Proposals Due	Procurement Services, Room 3-400	10/14/2015	2:00 p.m.
Evaluation of Proposals	Proposal Evaluation Committee		
Parent Committee Approval	DuPage County Finance Committee	12/08/2015	
County Board Approval	County Board Room	12/08/2015	
National IPA & Awarded Suppliers meet regarding contract implementation	To be scheduled by National IPA	TBD	
Anticipated Contract Start Date	Nationwide	04/01/2016	

√	SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL PROPOSAL
	1 HARDCOPY (IN 3-RING BINDER)
	FOUR (4) ELECTRONIC (CD) COPIES
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL FORM
	PUBLISHED PRICE LISTS CORRESPONDING WITH DISCOUNTS OFFERED



SECTION 2 - INSTRUCTIONS TO PROPOSERS

- 1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

- 2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

- 3) **EXCEPTIONS:** Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Proposer's letterhead and signed; exceptions must reference the RFP number and the specification, contract term or other portion of the RFP which is being excepted. If the Proposer wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the proposal shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Proposer agrees that if selected, it will be bound by same. If the County accepts the proposed exception, notice of that acceptance will be given to all registered prospective Proposers. No exceptions or changes to contract terms will be accepted with the proposal.

- 4) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, and to foster compliance with Illinois Criminal Statutes related to public procurement, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this proposal, until a Successful Proposer is selected, all requests for clarification or additional information regarding this RFP, or contacts with the County personnel concerning this RFP or the evaluation process must be solely to the contact person listed on the cover page of this RFP.

A violation of this provision is cause for the County to reject the Proposer's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this RFP. No contact regarding this document with other County employees is permitted.

- 4) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the County. If a Proposer finds a discrepancy, error, or omission in the proposal package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. The County is not responsible for oral representations. All questions must be submitted in writing to the Purchasing Contact only before the Pre-Proposal Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

- 5) **PRE-PROPOSAL CONFERENCE:** The date, time and location of the meeting is indicated on the cover page of this RFP. **All Proposers are strongly encouraged to attend this conference**, but attendance is not mandatory.

COUNTY OF DU PAGE, ILLINOIS

- 6) **PROPOSAL SUBMISSION:** To be considered, the proposal must be prepared in the manner and detail specified in this proposal.
- A. Proposals must be submitted before the date and time indicated as the deadline. It is each Proposer's responsibility to insure that the Procurement Services Division receives its proposal prior to the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:30 p.m. local time, Monday through Friday, except for legal holidays to:
- DuPage County Procurement Services Division
421 North County Farm Road, Room 3-400,
Wheaton, IL 60187
- B. Proposals received after the above deadline will not be accepted and will be returned to the Proposer unopened. The Procurement Services Division's timestamp shall be the official time.
- C. The opening of a proposal does not constitute the County's acceptance of the Proposer as a responsive and responsible Proposer.
- D. Proposals must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.
- E. Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- F. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the proposal must initial corrections in ink.
- G. Proposals sent by facsimile or other electronic means will not be considered.
- H. All costs incurred in the preparation and presentations of the proposal, as well as any resulting contract, are the Proposer's sole responsibility; no such costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the County.
- I. Proposals are subject to public disclosure after award in accordance with state law under the Freedom of Information Act (FOIA). If you believe your proposal contains information which would qualify for a statutory exemption, you must mark each section to be withheld; pricing does not qualify for exemption.
- 7) **PROPOSAL SIGNATURES:** An authorized official must sign the proposal. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County if the Proposer is determined to be the most responsive and responsible Proposer. If the Offeror is a corporation, the President shall execute the proposal. In the event that the proposal is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.
- If the Offeror is a partnership, all partners shall execute the Proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Manager shall be submitted.
- If the Offeror is a sole proprietor, the owner shall execute the proposal.
- A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.
- 8) **CONTRACT AWARD:** The County reserves the right to withdraw the RFP, to award to one Proposer, to any combination of Proposers, by item, group of items, or total proposal. The County may waive informalities if it is in the County's interest. The Proposers to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal. All proposals will be presented as a discount off identified list. Purchases resulting from the award of this proposal are contingent upon the availability of funds. Receipt of the Proposer's proposal by the County does not constitute a binding contract. Issuance of the Master Agreement will govern the terms of future orders by the County and other Participating Public Agencies, but does not constitute an order. The County is not liable for performance costs until the successful Proposer has been given a fully executed purchase order.

COUNTY OF DU PAGE, ILLINOIS

- 9) **HOLDING OF PROPOSALS:** Offeror may withdraw the Proposal at any time prior to the time specified as the closing time for the receipt of proposals. However, no Offeror shall withdraw or cancel the Proposal for a period of one hundred twenty (120) calendar days after said closing time for the receipt of proposals. Unauthorized withdrawal may result in the withdrawing Offeror paying the sum of \$1,000.00 as liquidated damages for the County's cost of review to date or loss in re-solicitation.
- 10) **REJECTION:** The County reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the Procurement Official or designee that the best interest of the County will be served by doing so. The County may reject any proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Proposer is debarred by the County from consideration for a contract award, or if Proposer has committed a violation of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.
- 11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Official has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.
- 12) **LAW GOVERNING:** The RFP and resulting contract shall be governed by the laws of Illinois. Proposer agrees to comply with all applicable State and Federal laws.
- 13) **NO PROPOSAL RESPONSE:** Businesses who receive this RFP but who do not submit a proposal are requested to return a notice stating the reason(s) for not responding. This will insure that they remain eligible for future solicitations and will assist the County in assessing the fairness of the proposal process.
- 14) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:
- A. Evidence of collusion among Proposers.
 - B. Lack of competency as revealed by either financial, experience, or equipment statements.
 - C. Lack of responsibility as shown by past work.
 - D. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.
- 20) **DISCUSSIONS:** Discussions may be conducted with responsible Proposers, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Proposers who submit Proposals determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.
- Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and clarification of Proposals. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change and all registered Proposers will be notified of the change. The Proposer shall reduce any substantial oral clarification of its Proposal to writing.
- 21) **PROPOSER RESPONSIBILITIES:** The Proposer must be capable, either as a firm or a team, of providing all services as described under SECTION 6 – SPECIFICATIONS AND SCOPE OF WORK and to maintain those capabilities until notification of the fact that their proposal was unsuccessful. Exclusion of any service for this proposal may serve as cause for rejection. The selected Proposer must remain capable of providing all services as described under SECTION 6 – SPECIFICATIONS AND SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The successful Proposer will be responsible for all Services in this proposal whether they are provided or performed by the Successful Proposers or their Subcontractor(s). Further, the County will consider the Successful Proposers to be the sole point of contact with regard to contractual matters. The Successful Proposers must identify all Subcontractors and the Services they provide. The Successful Proposers are responsible for all payments and liabilities of all Subcontractor(s).

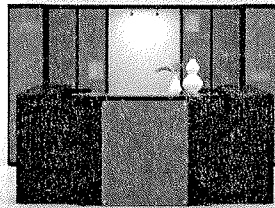
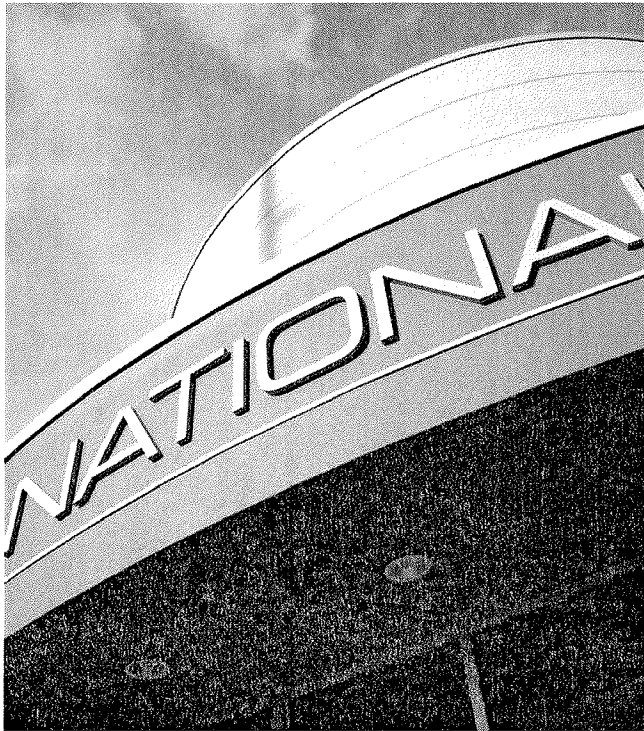
COUNTY OF DU PAGE, ILLINOIS

The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Proposer shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Proposer may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the proposal or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

- 22) **DISCLOSURE OF CONTENTS:** All information provided in the proposal shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the proposal becomes the property of the County and may be returned only at the County's option.

Proposers must make no other distribution of their proposals other than authorized by this RFP. A Proposer who shares cost information contained in its proposal with other County personnel or competing Proposer's personnel shall be subject to disqualification.

Proposers shall not be provided any information about other proposals or prices or where the Proposer stands in relation to others at any time during the evaluation process. Any request for such information by a Proposer, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Proposer may be eliminated from further consideration.



SECTION 3 - GENERAL CONDITIONS

- 1) **ADDENDUM AND SUPPLEMENT TO REQUEST FOR PROPOSALS:** If it becomes necessary or advisable to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum.

Addendum information is available over the Internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.
- 2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.
- 3) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.
- 4) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County's issuance of a purchase order against the Master Agreement or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.
- 5) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.
- 6) **CONTRACTOR PERFORMANCE:** The Instructions, General Conditions, Special Conditions, Specifications and Scope of Work, and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.
- 7) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.
- 8) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.
- 9) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. destination. The total price quoted by the Proposer must be the total cost delivered to the location(s) stated. Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.
- 10) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

COUNTY OF DU PAGE, ILLINOIS

- 11) **INDEMNITY:** The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).
- Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.
- Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.
- The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.
- The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.
- 12) **LAW GOVERNING:** The RFP and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.
- 13) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
- 14) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.
- 15) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1.
- 16) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
- 17) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.
- 18) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**
- 19) **PERFORMANCE AND PAYMENT BONDS:** The awarded Contractor shall, within ten (10) working days of issuance of a purchase order, where applicable, provide a Performance and Payment Bond a.) in the interest of the County of DuPage in the amount of one hundred percent (100%) of the contract amount to insure a timely and acceptable completion of this agreement and to insure payment for all materials, supplies and equipment charge and to insure compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). No work shall be started until receipt of a performance and payment bond.

COUNTY OF DU PAGE, ILLINOIS

- 20) **PREVAILING WAGE:** This contract may call for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

Not less than the prevailing rate of wages as determined by the County of DuPage or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms page of the DuPage County Procurement Services Division website at www.dupageco.org/purchasing or you may use your own format containing the same information with pre-approval by the Purchasing Officer (submit sample with bid).

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.

- 21) **PREVAILING WAGE PRICE ADJUSTMENT:** The contractor is required to pay the current prevailing wage, which may be adjusted during the term of the contract or renewal, with no adjustment in the contract price. In the event the parties agree to renew the contracted services for additional periods, the labor prices stated in the bid may be adjusted to the then-current prevailing wage, and such adjustment shall govern the contract price during the renewal period. No adjustment will be made to the amount of mark-up.

Du Page County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.550	15.16	1.250	0.610
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310
ELECTRICIAN		BLD		38.160	41.980	1.5	1.5	2.0	9.550	18.29	4.680	0.680
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	NE	ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER	E	ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
IRON WORKER	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780

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MATERIAL TESTER I	ALL	29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II	ALL	34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT	ALL	44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
OPERATING ENGINEER	BLD 1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD 2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD 3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD 4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD 5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD 6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD 7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	FLT	36.000	36.000	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY 2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY 3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY 4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY 5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY 6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY 7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER E	ALL	45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
ORNAMNTL IRON WORKER W	ALL	45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
PAINTER	ALL	41.730	43.730	1.5	1.5	1.5	10.30	8.200	0.000	1.350
PAINTER SIGNS	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER	ALL	44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
PIPEFITTER	BLD	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER	BLD	41.250	43.760	1.5	1.5	2.0	9.700	13.08	0.000	0.980
PLUMBER	BLD	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER	BLD	41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	BLD	44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000	0.820
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	E ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STEEL ERECTOR	W ALL	45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
SURVEY WORKER --> NOT IN EFFECT	ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON	BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	35.920	36.120	1.5	1.5	2.0	8.280	8.760	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	42.620	43.620	1.5	1.5	2.0	10.05	13.34	0.000	0.670

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations of trade names may be viewed at <http://www.state.il.us/agency/idol/rates/rates.htm>

- 22) **PROTEST: No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening.**

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and

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address of the protestor, the RFP number, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final.

Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

- 23) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.
- 24) **TERMINATION, CANCELLATION AND DAMAGES:** If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.
- If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.
- 25) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the County of DuPage must be notified and approve same in writing.
- 26) **VENUE:** By submitting a response, proposer agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.



SECTION 4 - SPECIAL CONDITIONS

1) DAVIS BACON ACT REQUIREMENTS:

A. Definitions. For purposes of this Clause, Contract Work Hours and Safety Standards Act, and the Recipient Functions clause, the following definitions are applicable:

- (1) Award means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.
- (2) "Construction, alteration or repair" means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation –
 - (a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (b) Painting and decorating; or
 - (c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.
- (3) Contract means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.
- (4) Contracting Officer means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) Contractor means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.
- (6) Recipient means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (7) "Site of the work"--
 - (a) Means--
 - (i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and
 - (ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;
 - (b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--
 - (i) They are dedicated exclusively, or nearly so, to performance of the project; and
 - (ii) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and
 - (c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of

this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.

- (8) Subaward means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier sub recipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.
- (9) Subrecipient means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Sub- award under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

B. Davis-Bacon Act

(1)

- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.
 - (i) Applicable to Recipient Only: Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.
 - (ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.
- (b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section I (b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

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classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

- (d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (2)
- (a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210
 - (c) The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary
 - (d) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
 - (d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly

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rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Rates of Wages

- (1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.
- (2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

D. Payrolls and Basic Records

- (1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

- (a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour

COUNTY OF DU PAGE, ILLINOIS

Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

- (b) The Recipient is responsible for the ensuing that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors; including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and Current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation, or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.
 - (c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify --
 - (i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Subaward or Contract.
 - (d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.
 - (e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Withholding of Funds

- (1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such Violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor

F. Apprentices and Trainees

(1) Apprentices.

- (a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed –
 - (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
- (b) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (c) The allowable ratio of apprentices to journeymen On the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.
- (d) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (e) Where a Subrecipient or Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

- (f) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. .
 - (g) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees.
- (a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
 - (b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.
 - (c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

G. Compliance with Copeland Act Requirements

- (1) The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

H. Subawards and Contracts

- (1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled "Davis Bacon Act Requirements" and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.
- (2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Clause) has been included in the Subaward and any Contracts.

(3) The SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). Within 14 days after issuance of a Contract or lower-tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower-tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower-tier subcontracts. SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413

I. Contract Termination - Debarment

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR: 5.12.

J. Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts Contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

K. Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

L. Certification of Eligibility.

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm; is a person; entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. M. Approval of Wage Rates. All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

M. Contract Work Hours and Safety Standards Act

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

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employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in Violation of the provision set forth in CWSSHA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- (3) Withholding for unpaid wages and liquidated damages.
 - (a) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the Same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause. (2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in clause set forth in CWHSSA, paragraph B of this Clause.
- (4) Subcontracts. The Subrecipient shall insert in a Contract .and a Contractor shall insert in any lower tier subcontracts, the clauses set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Clause in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower-tier subcontractors).
- (5) The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Davis- Bacon Act Requirements clause, for all laborers and mechanics, including guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in, Davis Bacon Requirements clause.

N. RECIPIENT FUNCTIONS

- (1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:
 - (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
 - (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
 - (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;

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- (d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward Complaints, Summary of investigations and all relevant information to DOE;
 - (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
 - (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
 - (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
 - (h) Provide copies of all records upon request by DOE or DOL in a timely manner.
- (2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.
- (3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.
- 2) **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor.
- 3) **PRICING:** Pricing will be discount off of manufacturer's identified price list. New price lists may be submitted for approval annually upon thirty (30) days written notice along with corresponding support documentation.

- 4) **WORKING WITHIN SECURED AREAS:** A portion of the work may be performed within secured areas.

Security

Service Company shall, one (1) week prior to starting work, supply the completed Criminal History and Background information forms (sample attached) for all their employees and subcontractor employees who may be working at the jobsite, to Debra Thompson at dthompson@dupageco.org for advance security reasons.

Service Company will be required to perform all work in keeping with County security procedures while on the Facilities' grounds and shall be responsible for all personnel (including subcontractors) employed by their firm to ensure that Facilities' dress codes and overall policies are followed.

Notice Warning

Any person who takes into, or out of, or attempts to take into, or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions thereof. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any article includes any substance that could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

A person, not otherwise authorized by law, commits promoting contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

The Contractor will provide the County with a complete list of all persons duly authorized to work on this project. Only those persons will be allowed to work within secured areas. All Contractors' personnel authorized to work within secured areas may be subject to fingerprinting and a criminal security check performed by the County. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.

Law prohibits the import of contraband such as drugs, liquor, firearms, ammunition and other similar items into any areas of work. County's security personnel may conduct searches of Contractor's personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by Contractor's personnel is restricted. Such use must be approved on a case-by-case basis.

The County may require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this Article.

Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without County's escort. Work within these areas may be restricted to spaces that can be observed by the County's escort.

All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel.

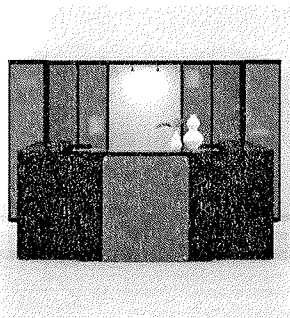
A designated area outside of the secured area will be arranged for parking of personal vehicles. Delivery trucks will be admitted to receiving areas only by the request of the Contractor, and may be under the supervision of County's security personnel. Immediately load or unload trucks and remove from secured areas.

Workers shall not talk to, signal, whistle, or in any way attract the attention of any inmate, and shall restrict their movements to the project area. Nothing shall be taken from or given to an inmate. Inmates

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are not to help workmen in any way. Workers shall promptly notify their supervisor or County's security personnel of all unusual happenings pertaining to the inmates.

Within secured areas, the County will designate washing and toilet facilities for Contractor's use.



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SECTION 5 - INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. **Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing the County of DuPage thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
3. **Commercial General Liability****	
A. Per Occurrence	\$2,000,000
B. General Aggregate	
1. General Aggregate- Per project	\$2,000,000
2. General Aggregate - Products/ Completed Operations	\$2,000,000
4. Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
5. Fire Legal Liability (any one fire)	\$100,000
6. Medical Expense (any one person)	\$10,000
7. **Umbrella Excess Liability (over primary)	\$2,000,000
Retention for Self-Insured Hazards (each occurrence)	\$2,000,000
8. **Business Auto Liability****	\$1,000,000

****** An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance

******** Garage Liability (combines standard GL & Auto Liability)

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- NOTE:
- A) It is the responsibility of Contractor to provide a copy of this BID to their insurance carrier.
 - B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
 - C) No work shall be started until receipt of Certificate of Insurance.

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The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be faxed (and hard copy mailed) to:

DuPage County Procurement Services Division
Debra Thompson, CPPB, Buyer
421 North County Farm Road
Wheaton, IL 60187-3978
TX: (630) 407-6184
FX: (630) 407-6201

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractors failure to provide and maintain the required insurance.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT:

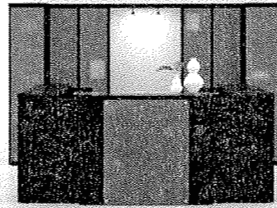
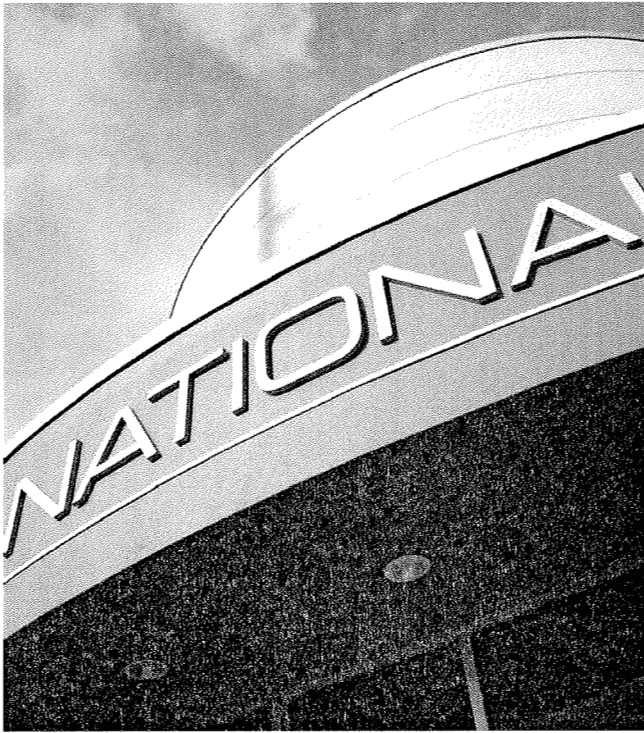
Within 60 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL:

The Contractor shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney.

RIGHTS RETAINED:

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.



SECTION 6 - SPECIFICATIONS AND SCOPE OF WORK

INTRODUCTION: The County of DuPage, Illinois, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The County of DuPage is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Novation, to leverage over \$53 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A).

The County of DuPage anticipates spending approximately \$75,000 over the full potential Master Agreement term for office furniture. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of office furniture purchased under the Master Agreement through National IPA is approximately \$75 million. This projection is based on the current annual volumes among the County of DuPage, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

- 1) **OBJECTIVES:** This RFP is has the intent of achieving the following objectives:
 - A. Provide a comprehensive solicited and awarded Master Agreement offering terms for the sale and delivery of products and services nationally to Participating Public Agencies ;
 - B. Establish a channel partnership to offer this Master Agreement as the supplier(s) primary offer to Participating Public Agencies nationally;
 - C. Achieve cost savings for suppliers and Participating Public Agencies through a single Master Agreement, eliminating the need for duplication of process.
 - D. Aggregate volume of Public Agencies nationally to achieve best value and increase market share for awarded supplier(s).

- 1) **MINIMUM QUALIFICATIONS:** Proposers (specifically, the business that will be contractually bound under the contract with the County) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:
 - Have a strong national presence in industry.
 - Have a distribution model capable of delivering products and services nationwide.
 - Have a demonstrated sales presence.
 - Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

COUNTY OF DU PAGE, ILLINOIS

- Be able to provide a full range of products, supplies and services to meet the demands of the County and all Public Agencies that opt to participate in the cooperative purchasing program through National IPA.
- 2) **TERM OF CONTRACT:** The awarded contract will be for the three (3) year period beginning April 1, 2014 through March 31, 2017, with two (2) optional one-year renewal period provided there is no change in the terms, conditions, specifications, and provided that such renewals are mutually agreed to by both parties. **In no event shall the term plus renewals exceed five (5) years.**
- 3) **AWARD BASIS:** The resulting award made by Principal Procurement Agency will be the basis of an award on a national level through National IPA. If multiple Supplier(s) are awarded by Principal Procurement Agency under the Master Agreement, those same supplier(s) will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency.
- 4) **GENERAL DEFINITION /OF PRODUCTS:**
- A. **Systems Furniture** - The complete catalog of all systems furniture, and accessories available;
 - B. **Freestanding Furniture** -The complete catalog of all case goods, furniture and accessories available;
 - C. **Seating** - The complete catalog of chairs and other seating available;
 - D. **Filing Systems, Storage Systems and Equipment** - The complete catalog of filing systems, storage systems, freestanding file cabinets, high density filing systems and cabinets, equipment and accessories;
 - E. **Interior Solutions**– The complete catalog of available interior solutions. Interior solutions may include wall systems, case work lines, custom designed solutions, pre-engineered and pre-fabricated interior solutions, other products and services not specifically named in the above categories that complement the products and services and provide customers with a complete interior solution.
 - F. **Green or Sustainable Furniture Products** – The complete catalog promoting the recycling or remanufacturing of existing furniture and/or reclaimed materials;
 - G. **Refurbishing Products and Services** – The complete catalog of refurbished products and refurbishing services offered;
 - H. **Related Products and Support Services**- Related office interior products, including signage and design, installation, modular furniture reconfiguration and other services that provide customer support.
- 5) **SERVICE LEVELS:** Service levels for the Master Agreement must include at minimum the following:
- A. Loading Dock:
 - B. Standard Installation services shall be based on the following assumptions; additional charges may be incurred for services outside those stated below:
 - (1) Performed during normal business hours 7:00 am to 5:00 pm, Monday through Friday, no holidays.
 - (2) Non-Union Labor (but see Prevailing Wage and Bacon-Davis sections)
 - (3) Free and clear access to the docks and elevators
 - (4) Job site to be free and clear of other trades
 - (5) Reasonable access to the space.
 - C. Standard Installation services shall include the following:
 - (1) Delivered to a designated area or room within the Participating Public Agency
 - (2) Uncrating all products
 - (3) Assembly if required

COUNTY OF DU PAGE, ILLINOIS

- (4) Installation if required
- (5) Removal of debris
- (6) Wipe down of surfaces
- (7) Completion of punch list
- (8) Dedicated project coordinator
- (9) Product orientation and new user training

D. Supplemental Services: Please detail the supplemental services the Supplier will provide through this contract to include but not limited to:

- (1) Project Management Services
- (2) Design Service (basic design to be included in standard installation)
- (3) Reconfiguration Services
- (4) Strategic Planning Services
- (5) Occupancy Planning Services
- (6) Build out Project Management Services

- 6) **WARRANTIES:** All products must have at minimum manufacturer warranty period from date of delivery or installation date, if installed, to include parts, labor and all return delivery cost.
- 7) **DELIVERIES:** Deliveries will be made to DuPage County typically between the hours of 8:30 am and 4:00 pm on regular business days unless other arrangements are made, other Participating Public Agencies may have different hours but will be in the range of 7:00 am to 5:00 pm, Monday through Friday. Delivery locations will be stated on each purchase order issued.

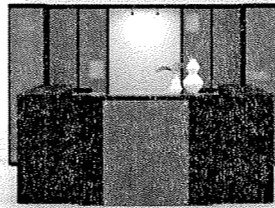
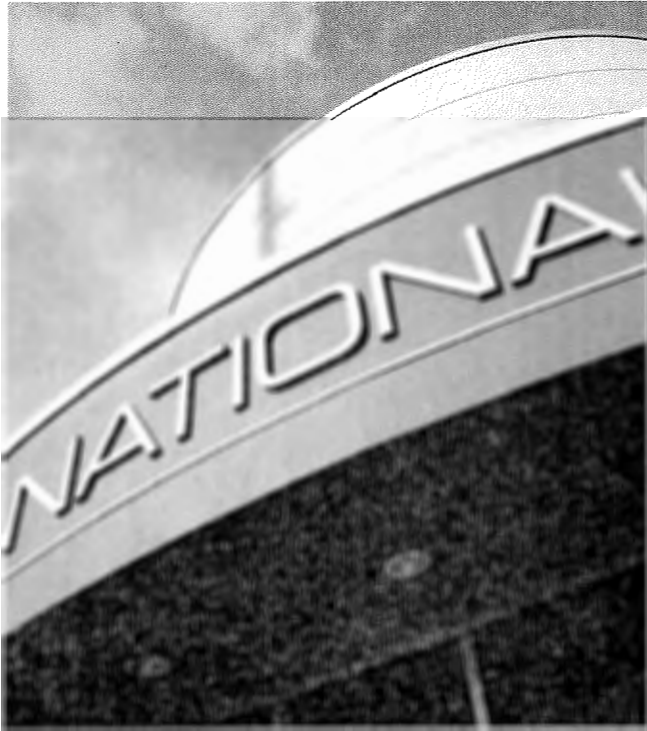
The supplier(s) will authorize immediate replacement of any product that has been damaged in transit.

Supplier(s) understand that they are required to adhere to the delivery time they indicate for products.

8) **SUBMISSION REQUIREMENTS:**

- (a) One ORIGINAL, one (1) hardcopy in a 3-ring binder) and four (4) electronic (CD) copies. Submit four (4) electronic copies of the proposal in a Microsoft Office compatible or PDF format on four (4) separate compact disks or flash drives. Limit the number of electronic files to one complete (PDF) when returning the information. The County's preference is to have the information in one file. Segregating each form into a new file is not preferred. *The format and content of the electronic copy should be equivalent to the original hard copy proposal.*

- A. The RFP forms must be completed legibly and in their entirety; and all required supplemental forms including National IPA Exhibits A-D. Response must be signed.
- B. Information must be furnished and presented in an organized, comprehensive and easy to follow manner. Suppliers are cautioned that organization of their response, as well as thoroughness is critical to the evaluation process.
- C. It is the Supplier's responsibility to clearly identify and to describe the products and/or services being offered.
- D. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired.



SECTION 7 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

- 1) **EVALUATION:** All proposals received will be evaluated by an Evaluation Committee comprising of County representatives and National IPA representatives in a consultant only role. The following factors, listed in relative order of importance, will be considered in making the selection:
- A. **Method of Approach**
 - B. **Price Proposal**
 - C. **Qualifications and Experience**

Minimum Requirements Specific to Evaluation Criteria:

A. Method of Approach

1. General Requirements

- a. Provide a detailed written response illustrating how your offer will meet the General Requirements of this solicitation for the County of DuPage and the national program.
- b. Submit any and all information that will aid the County in evaluating your proposal.

2. Provide a response to the national program.

- a. Include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
- b. The successful offeror will be required to sign Attachment A, Exhibit B, National IPA Administration Agreement. The Agreement shall be signed no later than issuance of the County of DuPage's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.

3. Product Requirements

- a. Provide a detailed written response describing the products offered. Offerors shall provide the proposed product lines. Offerors shall identify and describe their categories. For each proposed category, describe in detail and provide at a minimum the following types of information:
 - 1. Identification and description of product categories offered
 - 2. Identification and description of sub categories
 - 3. Identification and description of manufacturers within each sub category
- b. What is the total number of products offered in your catalog? Are all catalog products available to participating public agencies nationwide?
- c. How are "green and/or sustainable" products identified in your catalog?
- d. What additional products and services do you offer to provide a complete interior solution to customers? In your response, include how these additional products and services will be priced.
- e. Submit any information that will aid the County in evaluating your proposal.

4. Service Requirements

- a. Provide a detailed written response describing Services offered. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:
 - i. Policies and programs detailing your efforts in these areas.
 - ii. Literature explaining your capabilities.
 - iii. End of life management or life cycle assessment
- b. What is the standard warranty for your product and installation?
- c. Submit any information that will aid the County in evaluating your proposal.

B. Price Proposal:

- 1. The County will assess net pricing of products based on the discounts proposed and the list price offered. Based on the evaluation of net pricing, the County will determine pricing most advantageous to the County.
 - a) Provide pricing using a discount off identified manufacturer's price list for each category of products.
 - b) Provide the reference to the standard index or other objective criteria used to determine pricing of each product category and how this is the most advantageous to County of DuPage and Participating Public Agencies nationwide
 - c) Propose a plan to adjust pricing as market conditions change.
 - d) Detail any additional pricing incentives such as for large orders.
 - e) State any return and restocking policy, and any fees, if applicable, associated with returns
 - f) Are purchasing cards or credit card accepted for payment? Describe any convenience fees imposed.
 - g) Complete the Pricing Workbook Exhibit J which includes the following:
- 2. Product Categories
 - a. Discounts in provided tier structure, by order size and service levels; loading dock, inside delivery, and installed
 - b. Provide installation schedule by region, or other categorization. Indicate a maximum percent of total as a cap on installation costs.
 - c. Provide any additional charges that may be applicable, to include but not limited to union or prevailing wage installation, special restriction, deliveries outside of an identified radius of a servicing dealer.
 - d. State any prompt payment terms available.
 - e. Special Offers/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lessor period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth therein at any time during the Contract term and such lower pricing shall be applied as a global price reduction under the Contract.

C. **Qualifications & Experience**

1. Provide a brief history and description of your company.
2. Provide the total number and location of sales persons employed by your firm.
3. Number and location of support centers (if applicable)
4. Describe the qualifications of your sales personnel and technicians.
5. Provide a listing of key personnel who may be assigned to the County's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.
6. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
7. Please submit any additional information that you feel is applicable to your qualifications and experience.

- 2) **SHORTLISTING:** The County may shortlist the Proposers based upon responses to the above items. If necessary, the County will conduct interviews/demonstrations. The County will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the evaluation committee and to clarify their proposals through exhibition and discussion. The County will not reimburse oral presentation costs of any Proposer.
- 3) **INTERVIEWS/DEMONSTRATIONS:** The County reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the County may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the Offeror for the costs associated with the interview and/or demonstration process.
- 4) **ADDITIONAL INVESTIGATIONS:** The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any proposer submitting a proposal.
- 5) **PRIOR EXPERIENCE:** Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.
- 6) **EVALUATION OF PROPOSALS:** Please be aware that your company's responses to this solicitation will be evaluated at the sole discretion of County of DuPage; in consultation with National IPA representatives and that no express or implied guarantee is made that your company will be asked to participate beyond this solicitation. Responses will be analyzed as quickly as possible. The County of DuPage reserves the right to refuse any and all responses.

To ensure equal treatment of all participating vendors, Debra J. Thompson, CPPB, Buyer, shall be sole designated representative for this solicitation. Proposers are expected to utilize this representative for ALL information regarding this solicitation. Proposers who contact any other team member regarding the subject of this solicitation are subject to disqualification from participation.



Section 7

1) **EVALUATION:** All proposals received will be evaluated by an Evaluation Committee comprising of County representatives and National IPA representatives in a consultant only role. The following factors, listed in relative order of importance, will be considered in making the selection:

- A. Method of Approach
- B. Price Proposal
- C. Qualifications and Experience

A. Method of Approach

1. General Requirements

a. Provide a detailed written response illustrating how your offer will meet the General Requirements of this solicitation for the County of DuPage and the national program.

Since its inception, National Office Furniture has been providing high quality, stylish furniture at an exceptional value. Office furnishings must not only bring comfort, productivity, and exceptional value - they should provide a means for creating personal expression that reflects an organization's vitality and the unique personalities of the people within. Our product offering has styles that range from contemporary to traditional with price points that satisfy the top executives, middle managers, open workspaces, conferencing and reception areas. We are a great one-stop shop. We pride ourselves on having exceptional design at a great value. We want our customers to walk into their office and know they got great product for a fair price.

Our certified customer service team is second to none, very knowledgeable and responsive. They're commonly referred to as our secret weapon.

Our product development process includes a design for the environment (Dfe) approach. Our products undergo stringent physical, environmental and transportation testing to ensure they meet or exceed industry standards such as those by BIFMA, SC Indoor Advantage, ISTA and others. Our products are built to last. Long term cost of ownership is important to

our customers. Designing for the environment is also important to us. This ensures that we have solutions that meet indoor air quality, contain high recycle content and offer the option of certified wood within our products. Rigorous engineering and performance verification occurs during each products development. We go above and beyond industry standards to ensure the highest quality product. Our in house Resource and Design center is a tremendous asset.

We live by the basic principle of “doing what we say we will do.” We thrive on consistent reliability, delivering great products that are on time and damage free. Our service teams at our headquarters and in the field are genuinely passionate about what they do. They want the customer to feel great about their decision to by National Office Furniture. Everyone’s office should be a reflection of their personal style. At the end of the day, we want our customers to feel confident with their choice.

National’s key differentiator is our people. We really have great people who choose to go the extra mile for our customer’s every day. We know there are a lot of furniture choices out there. Products can be copied by our competitors, our people cannot. Our people look at every customer interaction as an opportunity to make National shine. Beneath the innovative furniture, stylish designs and smart fabrics, you’ll find a tangible corporate personality. At National, we have cultivated a team of people driven by creativity and honest passion.

2. Provide a response to the national program.

a. Include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA. National Office Furniture has acknowledged the above request and has responded accordingly to Attachment A in the NIPA section of this RFQ.

b. The successful offeror will be required to sign Attachment A, Exhibit B, National IPA Administration Agreement The Agreement shall be signed no later than issuance of the County of DuPage’s Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror’s response should include any proposed exceptions to the National IPA Administration Agreement. National Office Furniture has acknowledged the above request and agrees.

3. Product Requirements

a. Provide a detailed written response describing the products offered. Offerors shall provide the proposed product lines. Offerors shall identify and describe their categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of product categories offered

National Office Furniture can provide the following product categories:

- Systems – Workstation Clusters
- Freestanding Furniture
- Seating
- Filing Systems, Storage Systems and Equipment
- Interior Solutions via Custom Product capabilities
- Green or Sustainable Furniture Products
- Refurbishing Products and Services via our Authorized Dealer Network
- Related Products and Support Services via our Authorized Dealer Network

2. Identification and description of sub categories

Systems:

No matter how you define an open plan setting, thriving spaces provide the ideal balance of collaboration along with the comfort and productivity attributed to having defined personal space. With the Epicenter, seated height storage and privacy screens assist to create subtle boundaries that still foster sharing of information and ideas between team members. Layered surfaces, open support bases and a lower horizontal profile, allow natural light and its many benefits to saturate the space, further lifting team spirits. Multi-circuit Epicenter frames accommodate connectivity needs with a 5-wire/3-circuit solution delivering power to workstations.



Epicenter

National Office Furniture can provide the following in the category of Freestanding Furniture:

Freestanding Furniture:

National's office desks can suit executive tastes or task needs with equal flair. Find impressive office furniture and desks to suit any environment—collaborative and open spaces, private office or lobby areas. If you are looking for a quality computer desk or other office furniture with a great look, we've got it covered. National's desking includes modular, contemporary, traditional.

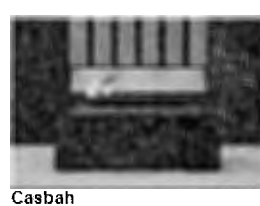
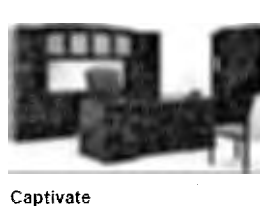
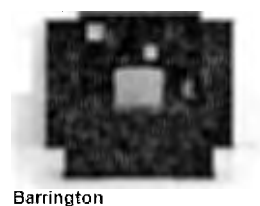
From impressive conference room tables to office side tables, National delivers the perfect office tables for your needs. Our conference room tables can be as conventional or as unique as the meetings you host. National training tables are durable, flexible and versatile enough to weather any brainstorm. Stylish office furniture, including occasional tables and side tables, in the lobby or lounge areas of your office makes a lasting first impression. National tables in your cafeteria add personality to the café you visit every day. Side tables, occasional tables and small conference tables will address your meeting and conferencing needs and make your private office feel like a modern or timeless executive suite.

The way teams work is ever-evolving; therefore, the places they work must be flexible to the task or project at hand. WaveWorks and Epic casegoods, coupled with the Epicenter, can provide an array of settings that blend to the work that needs to get done and the next big ideas to keep your organization moving forward. Whether coming from the wall, ceiling or floor, the Epicenter accommodates connectivity needs with a 5-wire/3-circuit solution delivering power to workstations. Utilizing a single-sided Epicenter allows you to create a pathway or work area in open spaces. Whether healthcare, education, small business or big business, everyone has unique, intricate needs; and this is where National delivers simple installations in what seems to require something much more complex.

FREESTANDING FURNITURE

Private Office

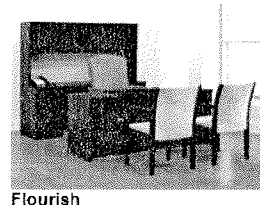
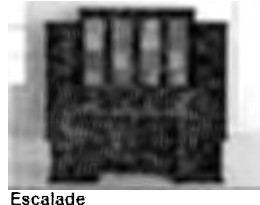
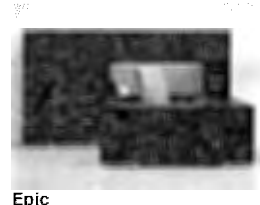
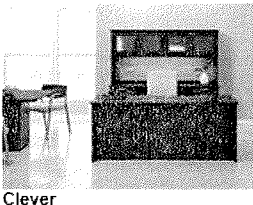
National furniture can make any private office feel like an executive suite.



Barrington

Captivate

Casbah

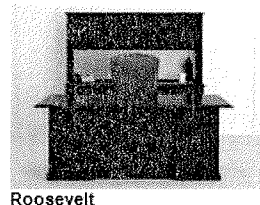
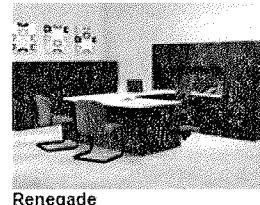


Clever

Epic

Escalade

Flourish

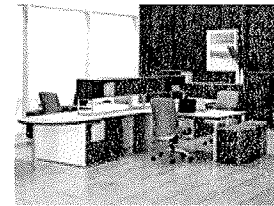
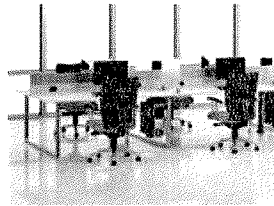
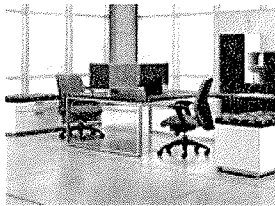


Renegade

Roosevelt

Collaborative / Open Spaces

National can help you fill collaborative and open spaces with flexible and versatile desk solutions.



Epic

Epicenter

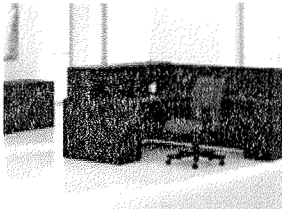
Renegade

WaveWorks

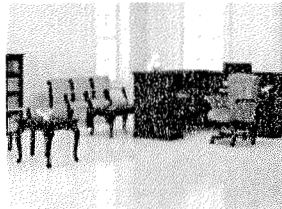
FREESTANDING FURNITURE

Lobby / Reception

Quality furniture in the lobby or lounge areas of your office makes a lasting first impression.



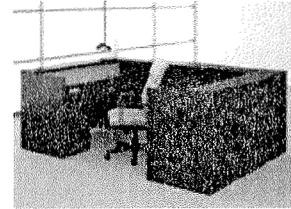
Arrowood



Barrington



Captive



Casbah



Clever



Entrance



Hiland



Renegade



Roosevelt



Workplace

SEATING

National offers 8 series with executive/management seating. Everything about National executive chairs reaffirms your position – and our concern for your comfort. There are multiple ergonomic controls options available including: pneumatic height controls, knee tilt control, synchronous control, lumbar support, 360 degree swivel. Bases on the executive/management seating are available in options that include: wood base, black plastic base, and die-cast aluminum base. All bases are 5 star bases. Hard and soft casters are available for carpeted and non carpeted flooring.



Arlington



Aurora



Eloquence



Medalist



Remedy



Respect



Result



Triumph

SEATING

National offers 5 series with task/work seating. National chairs help you comfortably complete everyday tasks in style. There are multiple ergonomic controls options available including: pneumatic height controls, knee tilt control, synchronous control, lumbar support, 360 degree swivel. Bases on the task/work seating are available in options that include: wood base, black plastic base, and cast aluminum base. All bases are 5 star bases. Hard and soft casters are available for carpeted and non carpeted flooring. Task/work seating offers adjustable arms. Standard adjustable arms adjust in height and width. High performance adjustable arms are available. These arms adjust in height, width, and depth. Mix-It task chairs are also available with stationary arms. Wander and Mix-It are available with mesh backs.



Essay



Fuel



Gotcha



Mix-it



Wander

SEATING

National offers 11 wood and 8 metal side seating series. National's wood side seating is available with 4 wood legs, sled base style, and a variety of different arm styles including flared, curved, and rolled. Upholstered arms and wood arms are available. National offers polyurethane arm caps as an option to protect wood arms on several series. Metal frame chairs include Aurora, Confide, Cinch, Jewel, Jiminy, Mix-It, Tag, Triumph, and upwards. The Triumph and Upwards metal frame chair is available in a sled base. All other metal frame chairs are available with 4 metal legs. Jiminy includes the flip/nest capability. The product portfolio also includes impromptu seating, Whimsy.



Acquaint



Admire



Arlington



Aurora



Cinch



Confide



Davari



Eloquence



Jewel



Jiminy



Medalist



Mix-it



Pennant



Remedy



Respect



Tag



Timberlane



Triumph



Upwards



Whimsy

SEATING

National offers 10 series with conference room seating. National chairs in your conference room are the first step toward productive meetings. There are multiple ergonomic controls options available including: pneumatic height controls, knee tilt control, synchronous control, lumbar support, 360 degree swivel. Bases on the executive/management seating are available in options that include: wood base, black plastic base, and die-cast aluminum base. All bases are 5 star bases. Hard and soft casters are available for carpeted and non carpeted flooring. Exquisite craftsmanship and intriguing design meld together presenting a refined, plush silhouette of modern styling and wood distinction with Davari. With its long, subtle crescent arc achieved through steam bent wood, Davari boasts a stunning aesthetic that simply is available in two styles, arm and armless, along with contrasting fabric options. Standing alone, paired in a private office, or wrapped around a table, Davari raises the bar in fine wood seating.



Arlington



Aurora



Davari



Eloquence



Medalist



Remedy



Respect



Result



Triumph



Wander

SEATING

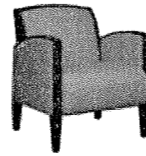
National offers a variety of reception/lounge options. Tandem seating is available as well as fully upholstered models. Acquaint, Monterrey, Eloquence, Fringe and Reno lounge seating is available with wood legs. Swift, Confide, and Reno lounges are available with metal legs.



Acquaint



Confide



Eloquence



Fringe



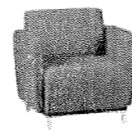
Monterrey



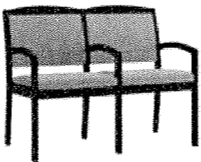
Pennant



Reno



Swift



Timberlane



Whimsy

SEATING

National offers 3 stacking/ganging series. These space-saving office chairs look great in break rooms, cafeterias, and even informal conference rooms.

National's Cinch chair can be ordered with a polyurethane seat and back. The seat can also be upholstered as an option. The Cinch chair can be ordered with or without casters. Available in the Cinch seating line are tablet arms, standard arms, bookracks, and ganging brackets. Cinch plastic stackers can be stacked 15 high on floor and 12 high on dolly. Cinch mobile stackers can be stacked 12 high on floor. Cinch frames are available in black and platinum metallic.

Jewel seating is available with a molded plywood one-piece seat and back with a chrome frame.

Tag seating is available with or without arms. Tag can also be ordered with casters. Ganging brackets and a transport dolly are also available in the Tag series. Tag can be stacked up to 6 high. Tag frames are available in black and platinum metallic.

Triumph guest chairs are available in a metal sled base black frame and Upward sled base with a chrome frame.



Cinch



Jewel



Tag



Triumph



Upwards

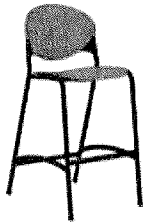
SEATING

You can order stool models of these popular National product lines: Cinch, Fuel, Gotcha, and Mix-It.

Cinch, Tag, and Jewel are stationary stools available. Cinch is a polyurethane seat and back with an upholstered seat option. Jewel is molded plywood one-piece seat available with a chrome frame. Tag is available with upholstered seat and back or a wood back option. The back is available in square or arc shaped. The frame on Tag is available in black or platinum metallic.

Fuel, Gotcha, and Mix-It stools are available in armless and adjustable arms (height, width, and depth). Mix-It also has a stationary arm stool available that is available with a wood arm and a polyurethane arm.

Essay accommodates varied height worksurfaces easily with adjustable height stools. Add an optional upholstered seat cushion to any Essay model for extra comfort and sophistication. Make work a breeze with Essay's mobile stools while addressing personal preferences within workspaces.



Cinch



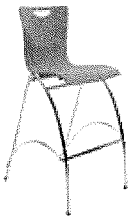
Essay



Fuel



Gotcha



Jewel



Mix-it



Tag

SEATING

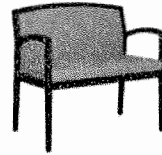
You can order Bariatric models of these popular National product lines: Acquaint, Confide, Eloquence, Tag, and Timberlane. Acquaint, Eloquence, and Timberlane are wood frame models. Confide and Tag are metal frame models.



Acquaint



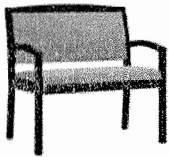
Confide



Eloquence



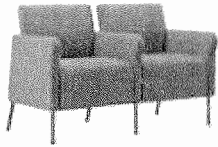
Tag



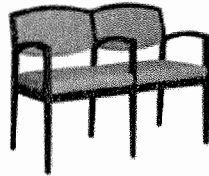
Timberlane

SEATING

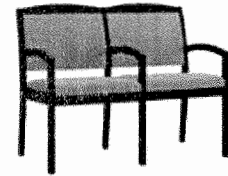
Tandem/Beam seating is perfect for lobby and receptions areas. It is available in 3 of our seating product series. Cinch series has two, three, and four seat beam options available. Confide, Eloquence, and Timberlane has tandem seating available.



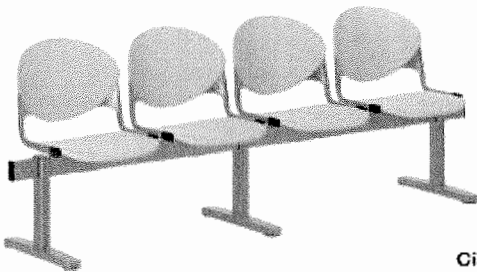
Confide



Eloquence



Timberlane



Cinch

TABLES

From impressive conference room tables to office side tables, National delivers the perfect office tables for your needs.

Conference Room

Our conference room tables can be as conventional or as unique as the meetings you host.



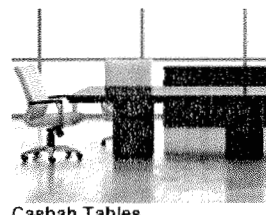
Armstrong Tables



Barrington Tables



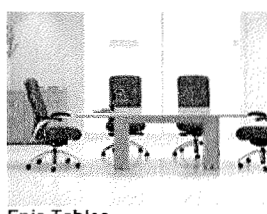
Captivate Tables



Casbah Tables



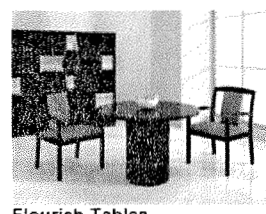
Classic Tables



Epic Tables



Escalade Tables



Flourish Tables



Fringe Tables



Harvest Tables



Neo Collaborative Tables



Universal Tables



Verdure Tables

TABLES

Training

National training tables are durable, flexible and versatile enough to weather any brainstorm.



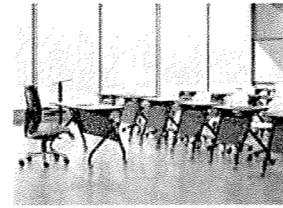
Arrowood Tables



Epic Tables



Flourish Tables



Fold Tables



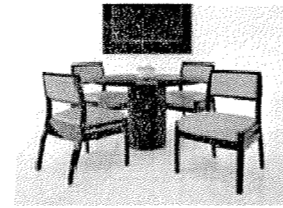
Fringe Tables



Hiland Tables



Mio Collaborative Tables



Universal Tables



WaveWorks Tables

Cafeteria / Dining

National tables in your cafeteria add personality to the café you visit every day.



Epic Tables



Mio Collaborative Tables



WaveWorks Tables

TABLES

Lobby / Reception

Stylish office furniture, including occasional tables and side tables, in the lobby or lounge areas of your office makes a lasting first impression.



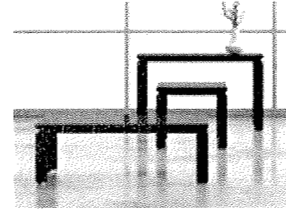
Arrowood Side Tables



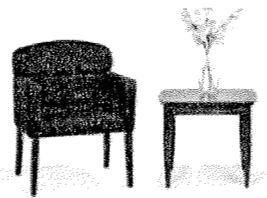
Barrington Side Tables



Captive Side Tables



Casbah Side Tables



Clever Side Tables



Confide Side Tables



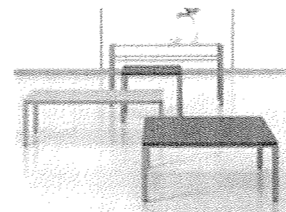
Eloquence Side Tables



Escalade Side Tables



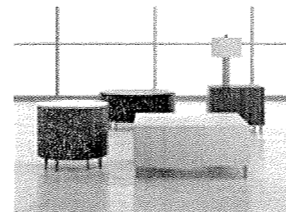
Fringe Tables



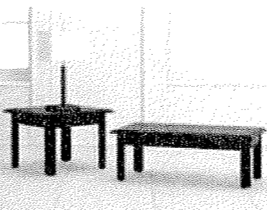
Myriad Side Tables



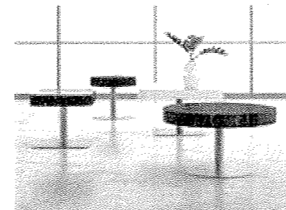
Peaos Side Tables



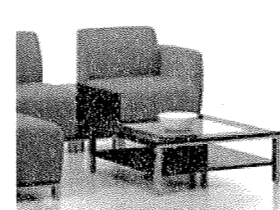
Reno Side Tables



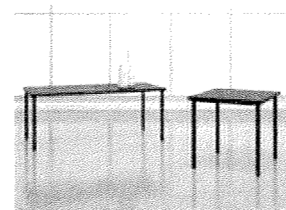
Roosevelt Side Tables



Staccato Side Tables



Swift Side Tables



Tac Side Tables

TABLES

Private Office

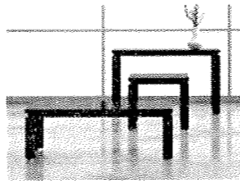
Side tables, occasional tables and small conference tables will address your meeting and conferencing needs and make your private office feel like a modern or timeless executive suite.



Arrowood Side Tables



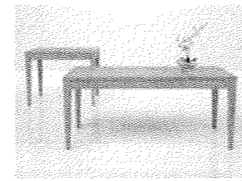
Barrington Tables



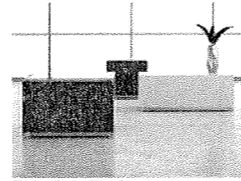
Casbah Side Tables



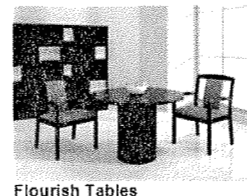
Clever Side Tables



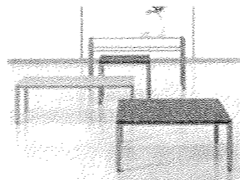
Eloquence Side Tables



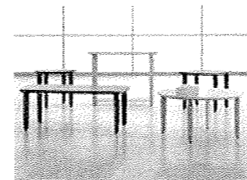
Epic Side Tables



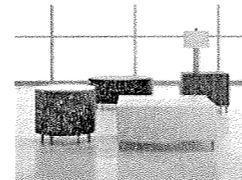
Flourish Tables



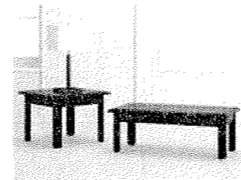
Myriad Side Tables



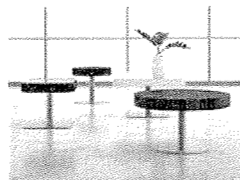
Pegos Side Tables



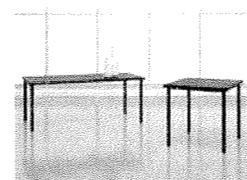
Reno Side Tables



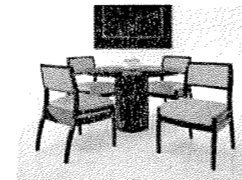
Roosevelt Side Tables



Staccato Side Tables



Tag Side Tables



Universal Tables

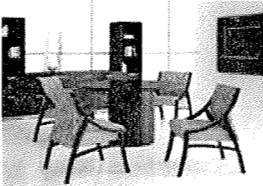


WaveWorks Tables

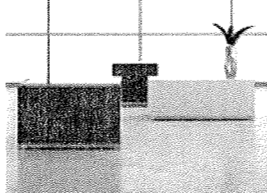
TABLES

Collaborative / Open Spaces

National can help you fill collaborative and open spaces with flexible and versatile table solutions.



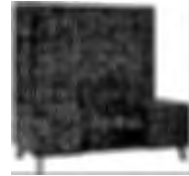
Clever Tables



Epic Side Tables



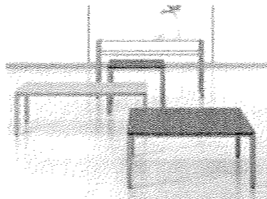
Epic Tables



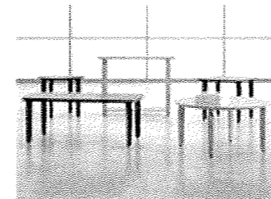
Fringe Tables



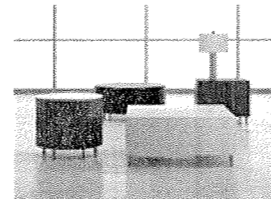
Mio Collaborative Tables



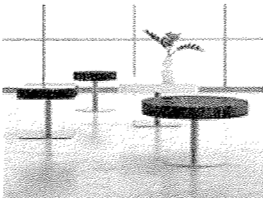
Myriad Side Tables



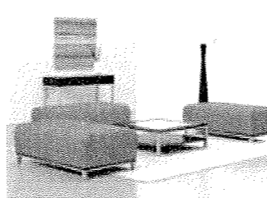
Pegos Side Tables



Reno Side Tables



Staccato Side Tables



Swift Side Tables



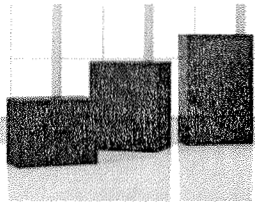
Whispering Tables

FILING/STORAGE

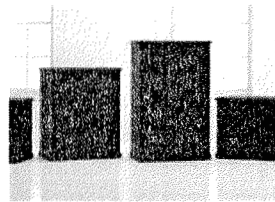
Need quality office storage cabinets? National has a place for all those files and folders with one of our office filing cabinets, wood filing cabinets and vertical filing cabinets. Keep your office neat and organized with a National office book case or office storage cabinet. Browse below to find your wooden bookcases or other office filing cabinets!

Filing

Our lateral filing cabinets feature smooth slides and front-to-back or side-to-side filing capabilities.



Arrowood Files



Barrington Files



Captivate Files



Casbah Files



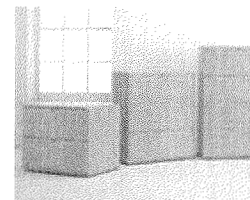
Clever Files



Epic Files



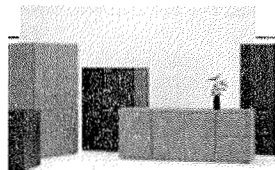
Escalade Files



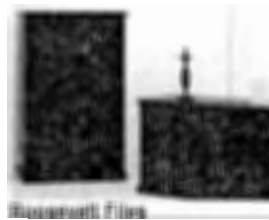
Flourish Files



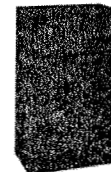
Hiland Files



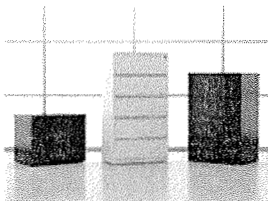
Renegade Files



Sawtooth Files



Universal Files

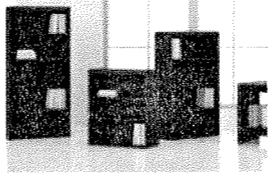


WaveWorks Files

FILING/STORAGE

Filing and Storage

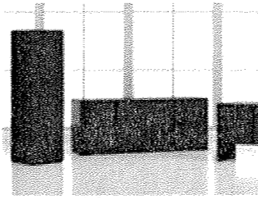
National filing cabinets, bookcases and lateral files keep your important resources at hand.



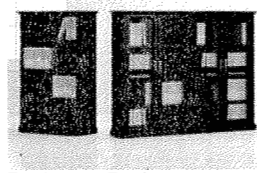
Arrowood Bookcases



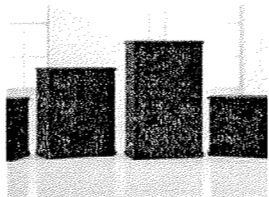
Arrowood Files



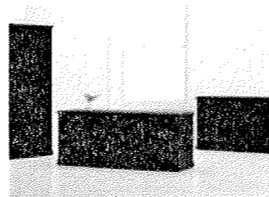
Arrowood Storage



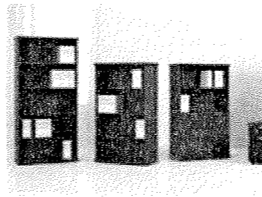
Barrington Bookcases



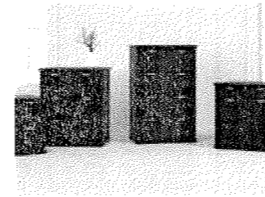
Barrington Files



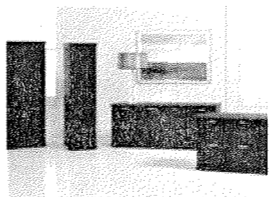
Barrington Storage



Captivate Bookcases



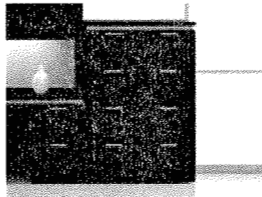
Captivate Files



Captivate Storage



Casbah Bookcases



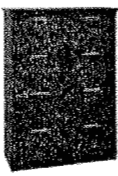
Casbah Files



Casbah Storage



Clever Bookcases



Clever Files

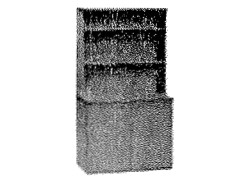
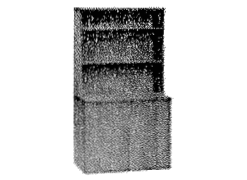
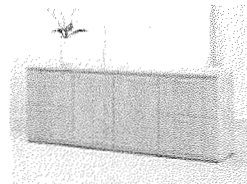
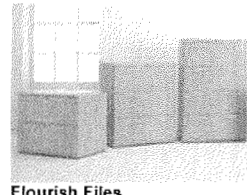
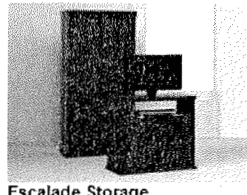


Clever Storage



Escalade Bookcases

FILING/STORAGE

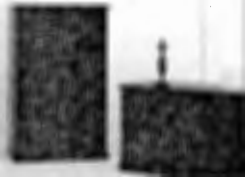
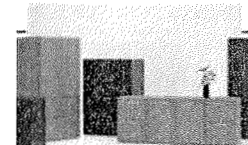
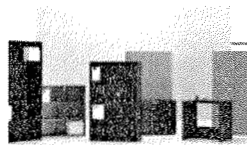


Flourish Storage

Hiland Bookcases

Hiland Files

Hiland Storage

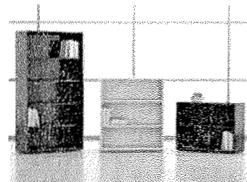
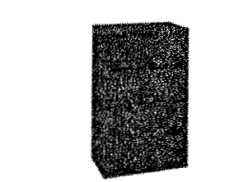
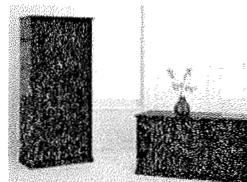


Renegade Bookcases

Renegade Files

Renegade Storage

Roosevelt Files

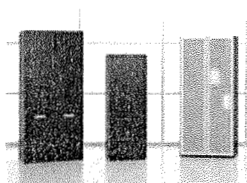
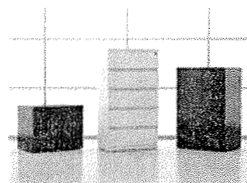


Roosevelt Storage

Universal Bookcases

Universal Files

WaveWorks Bookcases



WaveWorks Files

WaveWorks Storage

WALL RAIL SOLUTION

Every building has walls and sometimes what to do with them may be a tough decision. Say hello to Exhibit™. It removes barriers and transforms the walls into purposeful design elements offering a variety of solutions for all workplace, collaborative and social environments. Exhibit's efficient use of wall space and various inserts, such as slat walls and work tools, marker boards and tack boards, serve as an organizational coach, brainstormer or an impromptu art gallery. Exhibit lets the walls do the "heavy lifting" creating a lighter, airier aesthetic while providing easy access to electrical and data.

Private Office

No matter your budget or space, Exhibit offers the flexibility to accommodate with stylish, functional furnishings to give you the utmost in executive appeal and productivity.

**Collaborative / Open Spaces**

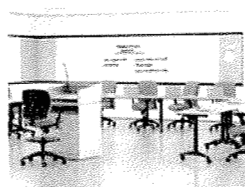
Exhibit turns walls into vertical workspaces for personal organization and open collaboration through sensible treatments that offer a practical flair.



Exhibit

Training

Enhance your training experience with the versatility of Exhibit and customize the space with tackable and marker board inserts transforming your walls into additional learning aides and idea sharers.



Exhibit

WALL RAIL SOLUTION

Lobby/Lounge

Exhibit provides the ideal backdrop for your lobby, reception area or lounge offering an attractive, functional utilization of wall space to share information and collateral with visitors.



Exhibit

Conference Room

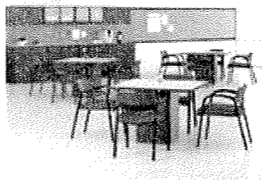
Great idea! Put it on the board. That's easy with Exhibit which works great in conference rooms where collaboration is key. Eliminate bulky flip charts and keep your conference spaces clean and productive with Exhibit's wall solutions.



Exhibit

Cafeteria / Dining

Exhibit works great in breakrooms, cafeterias and dining areas with easy access overhead storage and for posting calendars, healthy tips and when the next refrigerator cleaning is taking place.



Exhibit

DIVIDERS

National's privacy solution divides space while wrapping freestanding desks, tables, filing and storage products. If you need to maximize your office square footage, while providing separate work areas, reconfigurable wall dividers work great in collaborative and open space environments, training areas, lobby or lounge areas. Sophisticated design elements let you use the moveable partitions to create a work space that compliments both traditional office décor, as well as enhancing a modern or contemporary office look.

From Government, Healthcare and Education facilities to Finance, Banking and Service Industries, a divider privacy solution from National will allow you to efficiently utilize your space and provide necessary privacy to your office layout.

Collaborative / Open Spaces

Chameleon creates a private space for your collaborative and open work areas.



Chameleon

Lobby / Reception

Separate your lobby and lounge area with a divider privacy solution.



Chameleon

ACCESSORIES/ACCENTS

From keyboard trays to center drawers, National offers a full range of accessories that will help you create a more organized and comfortable space. A markerboard, or white board, tackboard, or audio visual board will allow you to visually share your ideas. Other office desk accessories from National to heighten your productivity include office wire management and office supply solutions.

Toss Pillows



14" x 14" Square

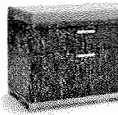


15" x 8" Rectangle



18" x 6" Bolster

Wedges and Cushions



Cushion

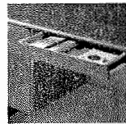


Wedge

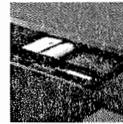
Center Drawers



Wood Center Drawer

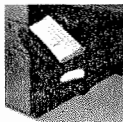


Laminate Center Drawer

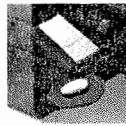


Plastic Center Drawer

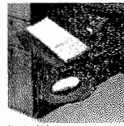
Keyboard Trays



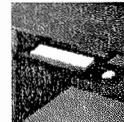
Basic Adjustable Keyboard Kit



Ergonomic Adjustable Keyboard Kit



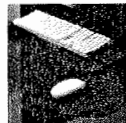
Intuitive Adjustable Keyboard Kit



Keyboard Tray/Mouse Pad



Keyboard Tray



Sit-to-Stand Adjustable Keyboard Kit

ACCESSORIES/ACCENTS

Power and Wire Management



with Power



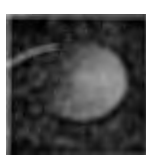
Outlet



Center



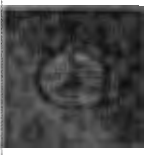
Center



Round Grommet



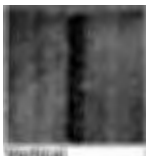
Grommet



Flexi Grommet



One-Touch
Pivoting Power
Grommet



Undersurface
Wire Manager



Undersurface
Wire Manager



Undersurface
Wire Manager

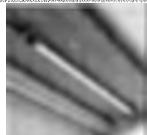


Power Tower

Lighting



Lights



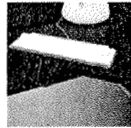
Magnetic LED
Strip Light



LED Light

ACCESSORIES/ACCENTS

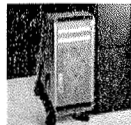
Office Add-ons



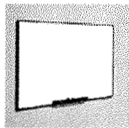
Corner Sleeve



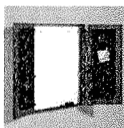
Box Drawer
Convenience
Tray



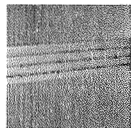
Mobile CPU Cart



Marker Board



Visual Board



Wall Mounted
Slat Zone



Stacker



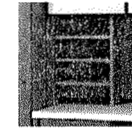
Slat Wall



Organizer
Stacker



Privacy Screen

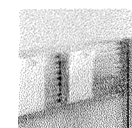


Vertical Pigeon
Hole Storage

Chameleon Accessories



System



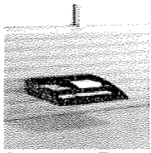
Wall Mounted
Slat Zone



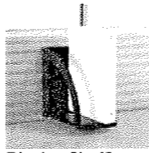
Marker Zone

ACCESSORIES/ACCENTS

Plastic Work Tools



Accessory Tray



Binder Shelf



Legal Paper Tray



Pencil Cup

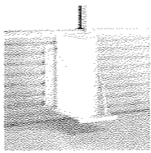


Phone Holder

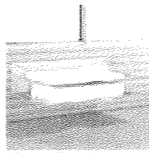


Slant Sorter

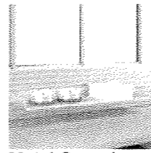
Metal Work Tools



Metal Binder Shelf



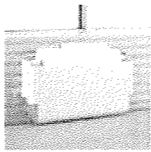
Metal Double Side Tray



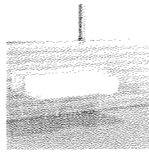
Metal Organizer Shelf



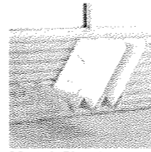
Metal Pencil Tray



Metal Pocket Organizer



Metal Single Side Tray



Metal Slant Sorter

INTERIOR SOLUTIONS

By choosing National, you will always receive a great looking piece of furniture; however, there are times when you just want that extra touch to make it your own. No problem! National conveniently offers custom embroidery, laser engraving, product modifications and finish matching. It's just one more way we try to make your life easier and deliver that extraordinary experience you deserve.

CUSTOM EMBROIDERY AND LASER ENGRAVING

Seating can be enhanced by utilizing National's embroidery and laser engraving capabilities. Add a logo to nearly any of National's seating lines to personalize the space you're designing. Logos can be engraved into the wood areas or embroidered into upholstered areas.

PRODUCT MODIFICATIONS

With tighter footprints and more repurposing of spaces, product modifications may be needed to accommodate designs. Standard sizes, shapes or configurations of National products can be modified for a custom-like fit or look.

CUSTOM FINISH COLORS

Custom finish color matching is available on quantities of 25 units (seating, casegoods and tables) or more of the same wood species. National must receive a finish sample in order to evaluate and develop a finish match for approval.



Laser Engrave It

Add your team or company logo to vertical wood panels on compounds or on the backs of wood side seating.



Requesting Modifications

We like to make things easy. Work directly with our Quotes Team to expedite your request; simply utilize the online form located on our website at NationalOfficeFurniture.com/ProdMods.

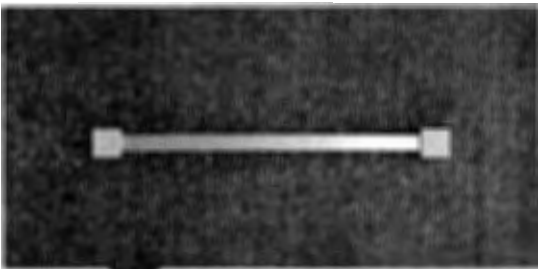


FSC Certified

Request FSC certified wood compounds and more green benefits following a 2012 building rating.

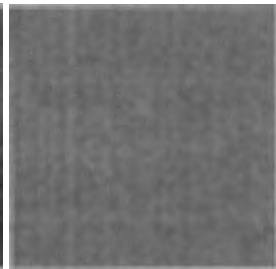
Modify It...

Simple, yet meaningful modifications of Nationals® furniture to meet specific customer needs.



Mix It Up

Need the durability of metal compounds but with the warmth of wood? Request wood sliver fronts and you get the best of both worlds.



Soften It Up

Sometimes a softer seat with thicker foam is desired. Not a problem!



Personalize It

We offer custom engraving on our upholstered seating products. You choose the thread colors, size and placement, and we'll bring your logo to life.

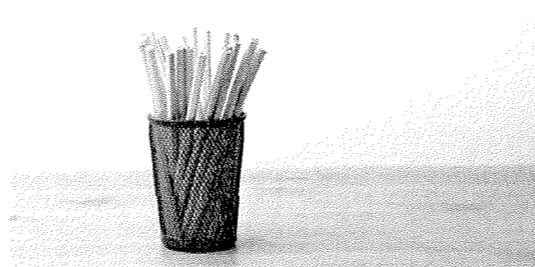
Leg Switch Out

Love our new Fringe lounge but would prefer to have wood legs? Easy. Just request Reno's wood legs and call it a wrap.



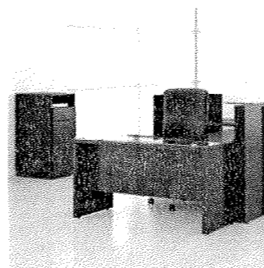
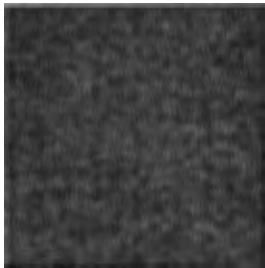
Glass Inserts

Thinking of the future? Give us glass inserts for metal finish and our finish will not scratch. Or finish will not scratch can be covered with back painted glass inserts.



Match It

When you need your new furniture to match existing product in your space, send in a sample of the wood finish and we'll match it to color.



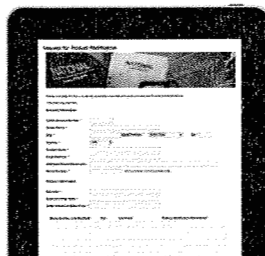
Separate It

The Woodline 424 reception desk features a central console that can be requested as a separate piece to place anywhere in your office.



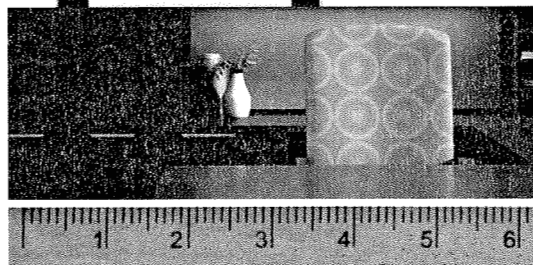
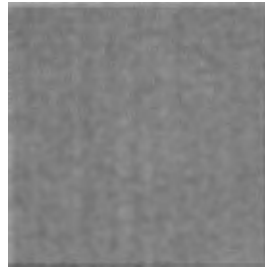
Change Cabinet Interiors

Want all hanging, all shelves or half and half? Specify the interior configuration to suite your individual needs.



Save Our Modification Form To Your iPad or iPhone

The form can be saved to any iPad or iPhone by visiting NationalOfficeFurniture.com/app/frms/requestquote.aspx. Then click on share button at the top of the screen next to the website address. Choose the option in the bottom row that reads "Add to Home Screen."



Size It Up... Or Down

Want your desk to be a bit larger or smaller? Let us know the size you need and we can build it...up to 48" deep and 84" long.



Make It Mobile

The Prime 500 chair can be made mobile with casters. Great for use in collaborative and "hotline" environments.

NATIONAL

Furniture with Personality

800.482.1717

www.NationalOfficeFurniture.com

GREEN OR SUSTAINABLE FURNITURE PRODUCTS

100% of National Office Furniture manufactured products are certified to level®.

National is proud to be a leader in many aspects of the BIFMA level program, including the development of the standard, education of industry players and the performance of our product portfolio. National employees worked diligently on the BIFMA committee that developed the furniture sustainability standard and continue their involvement as the standard is enhanced. A number of our employees are authorized by BIFMA to deliver accredited CEU courses on level, and we have effectively educated over 2,000 individuals. Our work and commitment to educating on this important industry standard continues.

As a testament to our sustainability commitment, 100% of National manufactured products are certified to the highest conformance thresholds of level 2 or level 3. While pleased with this performance, we are not completely satisfied; we continue to strive toward level 3 achievement for all our products.

Product stewardship is our focus. We actively pursue ways to minimize the impact of our products on the environment. This means designing products that save resources, have longer life, use clean manufacturing, meet indoor air requirements, recycle easily and include many other sustainable attributes.

Our products protect indoor air quality through the achievement of stringent standards established by the Business and Institutional Furniture Manufacturer's Association (BIFMA) Furniture Emissions Standards (FES), which also meet criteria for the LEED® Green Building Rating System. National products earn the SCS Indoor Advantage™ Gold mark from SCS Global Services for meeting these requirements.

By giving customers the option of Forest Stewardship Council (FSC®) certified wood, we offer products that are not only economically viable, but are environmentally responsible and socially beneficial. What's more, National casegoods include an average recycled material content of 82% and a wide range of 100% recycled polyester choices are available for upholstered seating products. Our packaging is virtually 100% recyclable or reusable and our casegoods packaging contains an average of 60% recycled content, while our seating packaging contains an average of 50% recycled content.

National's manufacturing facilities are registered to the ISO 14001 standard. This management tool enables us to identify and control the environmental impact of our operations, continually improve our company's environmental performance and systematically set environmental objectives and demonstrate their achievement.

At National, we realize that the environmental impact of a product throughout its entire life is important. Thus, we have conducted a Life Cycle Assessment (LCA) that is compliant to ISO 14040/14044 on a number of our products. LCA is a method of addressing the environmental aspects throughout a product's life cycle from raw material acquisition through production, use, end-of-life treatment and disposal. An LCA can help us establish targets for lessening the product's environmental impact.

See *National's Sustainable Products*

RELATED PRODUCTS AND SUPPORT SERVICES

National Office Furniture maintains relationships with over 800 dealer partners. Our dealer partners are selected based on their ability to service a wide variety of needs including installation, asset management, project management, design services and warranty services. These dealer partners have been specifically selected based on their demonstrated performance, market awareness, expertise, and sound financial business practices.

REFURBISHING PRODUCTS AND SERVICES

These products and services can be offered through our authorized dealer distribution.

3. Identification and description of manufacturers within each sub category

National Office Furniture is the manufacturer of all products listed in each category and sub category.

b. What is the total number of products offered in your catalog? Are all catalog products available to participating public agencies nationwide?

National Office Furniture offers 13 Desk, Filing & Storage Series, 29 Seating Series, 23 Tables Series, a Wall Rail Solution, a Room Divider Solution, Accessories & Presentation Tools. Within each series is a vast number of model numbers available to meet the needs of most customers. All of the products in our catalog are available to the County of DuPage and all members of National IPA.

c. How are "green and/or sustainable" products identified in your catalog?

Our price list contains a technical data page at the start of each series. This page contains all of the information about the series including the sustainable information like the example shown here.



d. What additional products and services do you offer to provide a complete interior solution to customers? In your response, include how these additional products and services will be priced.

National offers customer embroidery, laser engraving, product modifications, and custom finish colors upon request. The pricing is based on the complexity of the request and quantity desired; it is priced on a case-by-case basis.

CUSTOM EMBROIDERY AND LASER ENGRAVING

Seating can be enhanced by utilizing National's embroidery and laser engraving capabilities. Add a logo to nearly any of National's seating lines to personalize the space you're designing. Logos can be engraved into the wood areas or embroidered into upholstered areas.

PRODUCT MODIFICATIONS

With tighter footprints and more repurposing of spaces, product modifications may be needed to accommodate designs. Standard sizes, shapes or configurations of National products can be modified for a custom-like fit or look.

CUSTOM FINISH COLORS

Custom finish color matching is available on quantities of 25 units (seating, casegoods and tables) or more of the same wood species. National must receive a finish sample in order to evaluate and develop a finish match for approval.

e. Submit any information that will aid the County in evaluating your proposal.

Sustainability – Our products are third-party certified assuring you that they are sustainable, produced in an environmentally and socially-friendly manner and come from a responsible manufacturer. 100% of National produced products earn level® 2 or 3 certification which are the highest marks contract furnishings can earn. Over 90% of our products earn SCS Indoor Advantage™ Gold for low-emitting furnishings by meeting and exceeding strict emission criteria to contribute to indoor air quality. Our facilities are ISO 14001 (Environmental Management System) and FSC Chain-of-Custody certified as well as the majority of our products being available with FSC-Certified Wood. Additionally, we have determined our annual greenhouse gas emissions and established goals to lessen them to further reduce our impact to the environment.

Quality and Reliability – Our products are tested by an accredited testing facility to meet BIFMA (Business and Institutional Furniture Manufacturers Association) standards. Actually, we test our products beyond the standards as we know how important this investment is to your organization. Our heritage is wood craftsmanship which is a legacy we've carried over to produce excellent products with a variety of materials and functionality. Our products will be delivered on time and damage free.

Exceptional Value, Service and Listening – We strive to deliver an extraordinary experience through our people and products. Our goal is to provide a package of value through a fair price, quality and sustainability. We listen to your needs and take the appropriate actions to accommodate them. We are flexible and stand behind our products. In the event you are not completely satisfied with your National experience, call us and together we'll create a solution. We pride ourselves on being easy to do business with and making your job easier.

4. Service Requirements

a. Provide a detailed written response describing Services offered. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

- i. Policies and programs detailing your efforts in these areas.
- ii. Literature explaining your capabilities.
- iii. End of life management or life cycle assessment

National Office Furniture maintains relationships with over 800 dealer partners. These dealer partners have been specifically selected to sell, service, and install particular segments of our total product offering based on their demonstrated performance, market awareness, expertise, and sound financial business practices. National dealers will take the following steps to ensure customers are serviced throughout the country:

- Evaluation of product usage and application
- Consulting with the agency to meet their functional needs
- Provide typical drawings, product and specifications
- Ensure furniture plan meets the architectural power/voice/data plan
- Provide project schedule and product lead times
- Provide color samples
- Research, test, and reserve any Customer's Own Material (COM)/Customer's Own Leather (COL) on behalf of the agency.
- Ensure product specifications are correct and quoted accurately
- Assist or place the purchase order with the factory
- Reconcile the factory acknowledgement with the purchase order
- Schedule delivery and installation
- Produce the installation drawings using the latest industry software.
- Provide status reports to the agency
- Walk through final installation – develop punch list

- Complete the punch list with changes or replacements
- Invoice and transfer completed project
- Train agency on use of and care/maintenance of products
- Obtain sign-off or approval that job is completed
- Maintain floor plan or records for agency

National Office Furniture's commitment to the office furniture industry is strong and our dealer partners must demonstrate this same commitment to achieve customer satisfaction and the continuation and growth of these relationships.

We review our dealer partner's financial position on a regular basis to insure our clients of the ability to maintain expected pricing levels.

Stable and favorable relationships must exist within the dealership, between the dealer and National Office Furniture personnel, and most importantly with the dealer's clients. Open communication is one of the best indicators of a positive chemistry.

National Office Furniture's dealer partners are selected based on their ability to survive a wide variety of service needs including installation, asset management, project management, design services and warranty services.

National Office Furniture ships orders on F.O.B. destination freight, and allows off-loading based on standard delivery between 400am-600pm. National reserves the right to select an alternate appropriate carrier and routing on all shipments.

Any charge a dealer incurs from failure to receive a shipment, rerouting while in transit, or corner storage charges are not included in prices shown and will be billed to the dealer account number on the order. Detention charges may be incurred for untimely off-loading of product.

Any order requiring Special Delivery Service will incur additional charges. All such requirements must be noted on the purchase order. There are services that are not included in the standard price of the product or require the usage of specialized carriers. Examples of such services include:

- Inside delivery - Minimum \$50 charge
- Over Standard Delivery (before 4:00am or after 6:00pm) *pm*
- Non-Door Delivery
- Lift Delivery (specific day and/or time)
- Orders under \$10,000 will incur a minimum \$125 charge
- Drop Ship (able to be done over mail - a standard dealer warehouse/inventory)
- Orders under \$7,500 list will incur a \$125 criss-ship charge
- Rush Delivery (delivery within 1-5 days from ship date)
- Weekend Delivery (if any after 6:00pm - Sunday night) - Minimum \$500 charge per delivery
- Residential Delivery A National Authorized dealer may assist you in determining your special delivery requirement and additional charges that may apply
- Fuel Surcharges - National will continue to do our best to absorb the increased costs from our transportation vendors, however, if the price of fuel increases above the normal rates, it may require us to pass on the increased costs. National will address this situation with a fuel surcharge, rather than a price increase, so that we can eliminate it when appropriate.

Contact a National Authorized dealer if you are not sure if your order requires one or more of the above services. We will make every attempt to avoid the additional charges by giving options on what we can do within our standard delivery price. National dealers will be responsible for installation services and supplemental services.

At National, we realize that the environmental impact of a product throughout its entire life is important. That is why we have conducted a life cycle assessment (LCA) that is compliant to ISO 14040/14044 on a number of our products. LCA is a method of addressing the environmental aspects throughout a product's life cycle from raw material acquisition through production, use, and end-of-life treatment and disposal. These assessments help us establish targets for lessening the product's environmental impact.

An LCA conducted on our wood casegoods finished with IntegreClear® has been completed with work underway on laminate casegoods. Refer to [ecoSource](#) for information on specific series. Combined with our Design for the Environment (DfE) approach, LCAs provide the benchmarks to base improvements on and guide future decisions such as sourcing, production and distribution to ensure consistent progress is made in reducing our footprint.

See ATTACHMENT B - LCA Confirmation Letter

b. What is the standard warranty for your product and installation?

See ATTACHMENT C - National's Limited Lifetime Warranty

c. Submit any information that will aid the County in evaluating your proposal.

National is proud to partner with ANEW (Asset Network for Education Worldwide), a non-profit organization dedicated to extending the life cycle of surplus furniture, fixtures and equipment (FFFE). ANEW will work with your organization to collect, organize and repurpose FFE for donation to the underserved, resulting in cost savings and increased social responsibility.

- Not all surplus furniture has resale value and much of it ends up in a landfill with the associated cost; ANEW can help find a new home for it.
- Take back programs for FFE are not comprehensive and are often specific to select new products and often require shipping across the country for recycling.
- ANEW addresses furniture from National and all other manufacturers as well.
- ANEW issues tax receipts for items successfully matched and provides submittal documentation for green building rating systems such as LEED.

B. Price Proposal:

1. The County will assess net pricing of products based on the discounts proposed and the list price offered. Based on the evaluation of net pricing, the County will determine pricing most advantageous to the County.

- a) Provide pricing using a discount off identified manufacturer's price list for each category of products.
- b) Provide the reference to the standard index or other objective criteria used to determine pricing of each product category and how this is the most advantageous to County of DuPage and Participating Public Agencies nationwide

National Office Furniture is pleased to provide this response to Request for Proposal #P15-250-DT. We are very proud of the quality and value of the products and services that we provide. National has provided discounting off of list prices. National Office Furniture provides best pricing to the Federal Government as they are our largest customer. National has used the best discount for the Federal Government as a benchmark to formulate discounting for National IPA and County of DuPage.

The value that we provide goes beyond the products and services listed above. Just a few of the additional key elements that need to be considered in the award of this RFP include:

- All of the products provided in the response are manufactured to the highest quality standards, most and/or exceed all ANSI/BIFMA testing, and are backed by a limited lifetime warranty.
- National Office Furniture leads the industry in producing sustainable products for our customers. In fact, all of the National Office Furniture products provided in the response are certified to BIFMA Level 2 standards or higher.
- National Office Furniture is an American corporation based in Jasper, Indiana and we are honored to provide the County of DuPage and all National IPA members with the best products, services and overall value possible.

In this response, we have been asked to provide discounting for a (3) year period, with (1) optional one-year renewal. National has agreed to hold the discounting provided for a period of (5) years.

National Office Furniture, Inc. has provided additional tiered discounting for large orders.

Delivered:

- \$0 - \$9,999 (per order) = 35% off list
- \$10,000 - 250,000 (per order) = 33.5% off list
- > \$250,000 (per order) is negotiable

Delivered and Installed:

- \$0 - 99,999 (per order) = 32% off list
- \$100,000 - 250,000 (per order) = 32.5% off list
- > \$250,000 (per order) is negotiable

National agrees to pay National IPA an administrative fee in the amount of 2% of the total purchase amount paid to us.

We are confident that this will provide the best ongoing value to you with the least amount of disruption throughout the life of the contract. By combining high quality products with outstanding processes and service, National Office Furniture and our authorized dealers are committed to this partnership and providing you with exceptional value for years to come.

e. **Special Offers/Promotions:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth therein at any time during the Contract term and such lower pricing shall be applied as a global price reduction under the Contract. National acknowledges and agrees, so long as, Addendum #3 overrides Exhibit A with the removal of "and such lower pricing shall be applied as a global price reduction under the Contract."

c) Propose a plan to adjust pricing as market conditions change.

Drawing on our rich heritage in manufacturing and stemming from our commitment to sustainability, National takes every opportunity to do things smarter and better. Our continuous improvement culture ensures we seek out efficiencies, whether it's reroiling a production line or simply printing documents double-sided, which create win-win situations for National and our customers. We diligently plan and execute making certain all efforts add value to the end product without adding unnecessary costs.

We constantly communicate and collaborate with our global supply chain to identify commodity cost trends, mitigating their impact as early as possible. Also, we consistently assess our global suppliers to guarantee we receive fair prices, the best service, quality goods and the latest in sustainable options.

National's flexibility and ability to implement smart change quickly helps neutralize inflation or yield savings that you'll enjoy in the form of continuous product affordability. We were the original choice for quality office furnishings at an exceptional value and we conduct our business everyday in this manner to remain that choice indefinitely.

d) Detail any additional pricing incentives such as for large orders.

National Office Furniture will provide additional discounting for orders over \$100,000. Also for orders over \$250,000, National will work with these orders on a case-by-case basis as this discount is negotiable depending on project size and competitive nature.

e) State any return and restocking policy, and any fees, if applicable, associated with returns

Due to the likelihood of damage, we discourage product returns. In the event a product return is found necessary, we will make every attempt to help the dealer keep the product in the field. Please contact a National Authorized dealer for assistance on this service. If attempts to keep the product in the field are unsuccessful, National will allow returns on stocking items only with the following stipulations:

- 50% Restocking Fee
- Freight Charge prepaid by dealer
- Product never removed from original carton
- Product must be returned within 30 days of Returns Good Authorization (RGA) date
- Credit will not be issued if product is returned damaged

Freight damage, signs of usage or removal from original carton, or missing parts will result in credit not being issued. All returns require written authorization; any unauthorized return will not receive credit. National will not be responsible for resolving damage claims on returned product.

NATIONAL

Furniture with Personality

f) Are purchasing cards or credit card accepted for payment? Describe any convenience fees imposed.

Visa and MasterCard are accepted form of payment with signature. National will also accept payment through wire transfer or ACH. If this is a direct bill, we invoice per shipment at the time of shipment. If an Authorized National dealer is purchasing from us and invoicing County of Du Page, the dealer's invoices processes would apply

g) Complete the Pricing Workbook Exhibit J which includes the following:

2. Product Categories

a. Discounts in provided tier structure, by order size and service levels; loading dock, inside delivery, and installed

National has completed the Price Book (Section 9) accordingly, however, inside delivery was no longer listed on the Price Book as well as it is no longer called out in Exhibit J.

b. Provide installation schedule by region, or other categorization. Indicate a maximum percent of total as a cap on installation costs.

National has completed the Price Book (Section 9) accordingly.

c. Provide any additional charges that may be applicable, to include but not limited to union or prevailing wage installation, special restriction, deliveries outside of an identified radius of a servicing dealer.

National has completed the Price Book (Section 9) accordingly

d. State any prompt payment terms available.

National's payment terms are 1.5%, 15 days; Net 30

If an Authorized National dealer is purchasing from us and invoicing County of Du Page, the dealer's payment terms would apply.

Qualifications & Experience

1. Provide a brief history and description of your company.

OUR PAST, OUR PRESENT, AND OUR FUTURE

In 1980, National Office Furniture joined the contract office furniture market with a goal to be a standout. By offering quality furniture at a better value and with shorter lead times, National jumped onto the scene and customers jumped at the opportunity to get the furniture they wanted in the budget and timeframe they needed. With exceptional value and design-driven products focused on today's working environments, we continue to grow and introduce innovative solutions that create spaces where people want to be.

Quality, reliability, safety, style, sustainability, productivity, and affordability aren't concepts that are taken lightly at National. We are dedicated to delivering each of these to our customers and partners. By nurturing relationships and making it a priority to do the right thing, we continue to prove that we have the right solutions for any space.

Our Corporate Headquarters is a prime example of how furniture from National can be used in any space. The 50,000 square foot facility, designed by the world renowned Gensler design firm, is full of innovative furniture, progressive work environments, and splashed with whimsy and humor throughout the space. With areas and furniture which help individuals collaborate, learn, interact, and focus, the Headquarters represents how customers use National's solutions in their own spaces.

NATIONAL

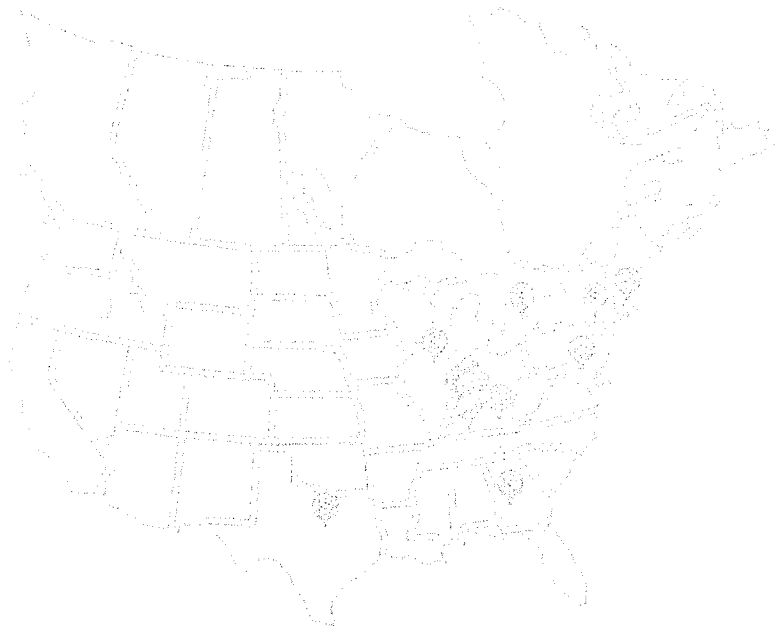
Furniture with Personality

FURNITURE WITH PERSONALITY

At National, we are Furniture with Personality. We take pride in our performance and know that our success is due to our employees. Our people create products; our people create experiences; our people are National. We believe it is important to embrace individuality and to nurture an atmosphere that encourages expression. With a diverse mixture of personalities, we can't wait to share our excitement, our energy, and our solutions with you.

PUTTING PERSONALITY ON THE MAP

Whether visiting our first-class manufacturing facilities or one of our LEED certified showrooms you'll experience National's unique personality throughout our operating footprint. We take great pride in providing clean, safe work environments that promote productivity, creativity and sustainability. This instills confidence and personal ownership that is passed along to you in the form of beautiful, quality furniture that your organization will enjoy for a very long time.



Corporate Headquarters

Product Development
and Research Annex
Luzerne, NJ
Asst. Pres. & Sr. Mgr. Sales
Organization: APCCO



Showrooms

Luzerne, NJ
Corporate Showroom
LEED Silver

Luzerne, NJ
LEED Platinum

Boston, MA
LEED Platinum

Chicago, IL
LEED Silver

Dallas, TX
LEED Gold

New York, NY
LEED Certified

Washington, D.C.
LEED Silver

Toronto, ON



Manufacturing Facilities

High Avenue, Luzerne, NJ
221,500 sq. ft.

Swain's Furniture, LLC
114,000 sq. ft.
LEED Silver

Fondusville, NC
141,000 sq. ft.

Brooklyn, NY
100,000 sq. ft.

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2. Provide the total number and location of sales persons employed by your firm.

Michael Roch, the Vice President of Sales has six (6) Division Managers that report to him. Divisions are divided into North, East Central, South, West Central (also Canada), South Central, and West. Under each Division Manager, there are several District Managers throughout the United States and Canada.

See Attachment 5 – *District Manager Territory Listing*

3. Number and location of support centers (if applicable)

National Office Furniture 's distribution centers consists of 878 dealers located throughout the US. National Office Furniture currently has 7 showrooms located across the US and 1 in Canada. They include:

Jasper, IN
Atlanta, GA
Boston, MA
Chicago, IL
Dallas, TX
New York, NY
Washington D.C.
Toronto, ON

4. Describe the qualifications of your sales personnel and technicians.

The District Manager has responsibility for a specific geographic territory, focused on Distribution Partners, A&D firms, and end users resulting in the achievement of profitable quota attainment. Their qualifications include but are not limited to the following:

- * Manage the territory through developing, implementing and managing business strategies that align with the company's sales programs and strategies.
- * Develop, manage and review territory business plans that will result in the meeting and exceeding of the territory sales quota.
- * Effectively develop, manage and evaluate territory distribution grid on an on-going basis.
- * Develop and communicate plans to support core target markets (including vertical markets).
- * Understand day-to-day business as well as project business while developing strategies to grow.
- * Build and maintain relationships with appropriate customers including distribution partners, A&D community as well as end users to support the territory sales goals.
- * Gain proficient knowledge and use of all business support materials (i.e. all available reports surrounding dealers, dealer sales reps, products, vertical markets, etc) as well as other technical support products critical to tracking and forecasting sales and developing sales tactics and strategies to address opportunities.
- * Learn and apply knowledge of company products and marketing programs throughout daily business practice.
- * Train and motivate dealer sales people and management

5. Provide a listing of key personnel who may be assigned to the County's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Kevin McCoy, President of National Office Furniture, Inc./vice-President of Kimball International, Inc. will act as executive corporate sponsor to ensure successful execution of the awarded Master Agreement.

Lisa Schmidt is National's Segment and Sustainability Marketing Manager. Lisa is responsible for the development and execution of the marketing plans for targeted market segments and sustainability, while understanding the competitive landscape of the target segments and sustainability movement in order to differentiate and use as a competitive advantage.

Amy Maxey is our Vertical Market Program Manager. Amy will meet with your team to share successes, identify obstacles and plan an attack as a team approach. We will coordinate trade shows, sales initiatives, and installation reviews for certain accounts. With a new and expanded emphasis being placed on the markets covered, we have a dedicated Vertical Market Program Manager who will educate over 300 dealers and 71 National field sales managers. We will have a target account list distributed to members of the team through our Contact/Opportunity Management System (Salesforce.com) that will track the contacts.

Melissa Fuller is our Inside Sales Specialist. She is responsible for assisting dealers, end users, and customers with contractual questions and product pricing.

Lisa Merder is National's Strategic Program Sales Manager. This is a critical role involved with supporting National's growth and diversification. Lisa will work with sales management to implement and further enhance all aspects of our current and future strategies as well as play a key role in developing all aspects of shorter term strategies including all promotions. Lisa will be responsible for using current information available to pinpoint opportunity areas, as well as own and update several key information resources.

Paul Wehr is National's Sales and Marketing Analyst. Paula is responsible for developing analysis to consults and provide decision support to managers and all team members to help drive sales performance, lower costs and increase profits.

6. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Since its inception, National Office Furniture has been providing high quality, stylish furniture at an exceptional value. Office furnishings must not only bring comfort, productivity, and exceptional value - they should provide a means for creating personal expression that reflects an organization's vitality and the unique personalities of the people within. Our product offering has styles that range from contemporary to traditional with price points that satisfy the top executives, middle managers, open workspaces, conferencing and reception areas. We are a great one-stop shop. We pride ourselves on having exceptional design at a great value. We want our customers to walk into their office and know they got great product for a fair price.

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Furniture with Personality

Our product development process includes a design for the environment (Dfe) approach. Our products undergo stringent physical, environmental and transportation testing to ensure they meet or exceed industry standards such as those by BIFMA, SC Indoor Advantage, ISTA and others. Our products are built to last. Long term cost of ownership is important to our customers. Designing for the environment is also important to us. This ensures that we have solutions that meet indoor air quality, contain high recycle content and offer the option of certified wood within our products. Rigorous engineering and performance verification occurs during each products development. We go above and beyond industry standards to ensure the highest quality product. Our in house Resource and Design center is a tremendous asset. We live by the basic principle of "doing what we say we will do." We thrive on consistent reliability, delivering great products that are on time and damage free. Our service teams at our headquarters and in the field are genuinely passionate about what they do. They want the customer to feel great about their decision to buy National Office Furniture. Everyone's office should be a reflection of their personal style. At the end of the day, we want our customers to feel confident with their choice.

National Office Furniture maintains relationships with over 800 dealer partners. These dealer partners have been specifically selected to sell, service, and install particular segments of our total product offering based on their demonstrated performance, market awareness, expertise, and sound financial business practices. These dealers will adhere to the service levels of the SOW as well as the Supplemental Services.

2) **SHORTLISTING:** The County may shortlist the Proposers based upon responses to the above items. If necessary, the County will conduct interviews/demonstrations. The County will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the evaluation committee and to clarify their proposals through exhibition and discussion. The County will not reimburse oral presentation costs of any Proposer.

National acknowledges.

3) **INTERVIEWS/DEMONSTRATIONS:** The County reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the County may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the Offeror for the costs associated with the interview and/or demonstration process.

National acknowledges.

4) **ADDITIONAL INVESTIGATIONS:** The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any proposer submitting a proposal.

National acknowledges.

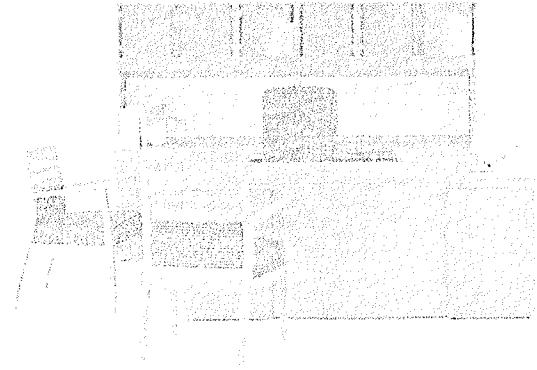
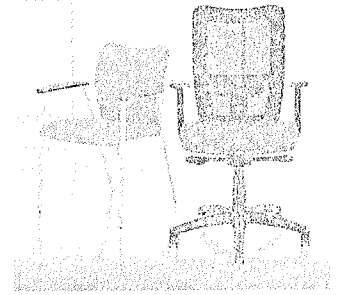
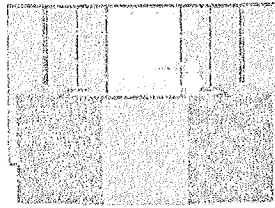
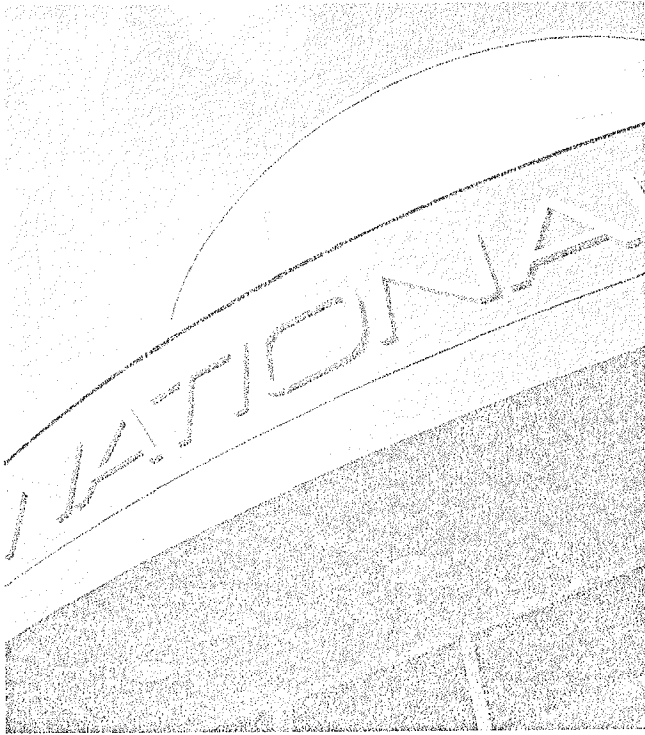
5) **PRIOR EXPERIENCE:** Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.

National acknowledges.

6) **EVALUATION OF PROPOSALS:** Please be aware that your company's responses to this solicitation will be evaluated at the sole discretion of County of DuPage; in consultation with National IPA representatives and that no express or implied guarantee is made that your company will be asked to participate beyond this solicitation. Responses will be analyzed as quickly as possible. The County of DuPage reserves the right to refuse any and all responses.

To ensure equal treatment of all participating vendors, Debra J. Thompson, CPPB, Buyer, shall be sole designated representative for this solicitation. Proposers are expected to utilize this representative for ALL information regarding this solicitation. Proposers who contact any other team member regarding the subject of this solicitation are subject to disqualification from participation.

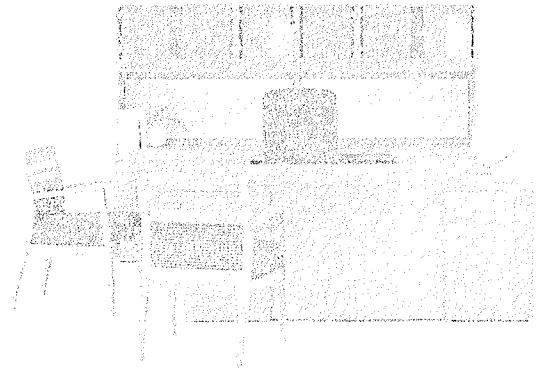
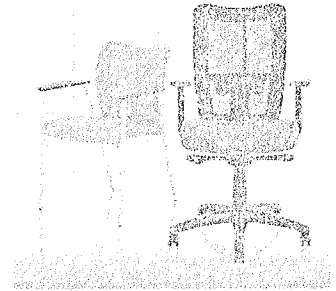
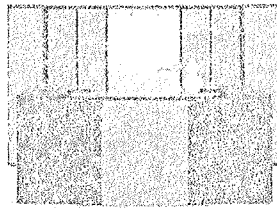
National acknowledges.



SECTION 8 - REQUIRED FORMS

FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

- 1) Proposal Form
- 2) Price Workbook
- 3) Background Investigation (for work performed in secure areas at the County of DuPage)
- 4) Vendor Ethics Disclosure Form
- 5) W9
- 6) References
- 7) National IPA Attachments



COUNTY OF DU PAGE, ILLINOIS

PROPOSAL P15-150-DT
PROPOSAL FORM
SYSTEMS FURNITURE, FREE STANDING FURNITURE,
SEATING, FILING EQUIPMENT, INTERIOR FURNITURE
RELATED PRODUCTS AND SUPPORT SERVICES

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Proposer	National Office Furniture, Inc
Main Business Address	1610 Royal Street
City, State, Zip Code	Jasper, IN 47549
Telephone Number	800-482-1717
Fax Number	812-482-8800
Proposal Contact Person	Amy Maxey
Email Address	Amy.Maxey@NationalOfficeFurniture.com

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

- the Owner/Sole Proprietor
- a Member of the Partnership
- an Officer of the Corporation
- a Member of the Joint Venture

herein after called the Proposer and that the all of the Partners of the Partnership, Officers of the Corporation or Member of the Limited Liability are as follows:

Kevin McCoy, President
(President, CEO, Partner or Member)

Michael Roch, Vice-President of Sales
(Vice-President, Partner or Member)

Julie E. Heitz Cassidy, Secretary
(Secretary, Partner or Member)

R. Gregory Kincer, Treasurer
(Treasurer, Partner or Member)

(If additional Officers, Partners, or Members, list on an attached sheet.)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, 2, and 3 issued thereto;

COUNTY OF DU PAGE, ILLINOIS

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate.

Further, the undersigned certifies that the Proposer is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Proposer may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Proposer certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Proposer, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

No Proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

National Office Furniture, Inc.

Name: Amy Maxey

Company Name

1610 Royal Street

Title: Vertical Market Program Manager

Address

Jasper IN 47549

Phone: (812) 481-6356

City State Zip

Fax: (812) 482-8800

Kevin McCoy
Signature of Person Authorized to Sign

Kevin McCoy

Email: Amy.Maxey@NationalOfficeFurniture.com

Printed Name

President, National Office Furniture, Inc.

Title

63-0577594

Federal Tax ID

Acknowledged before me by Kevin McCoy (name) as President (title)
of National Office Furniture, Inc. (company) this 2 (day) of November, 2015

Notary Signature:

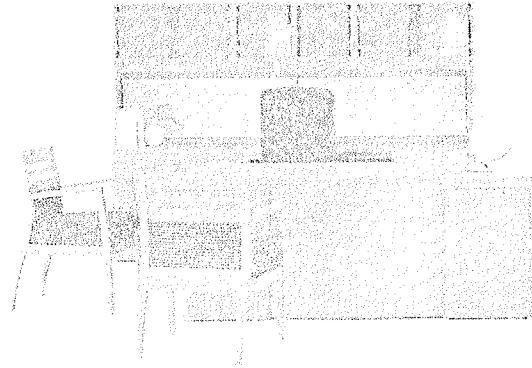
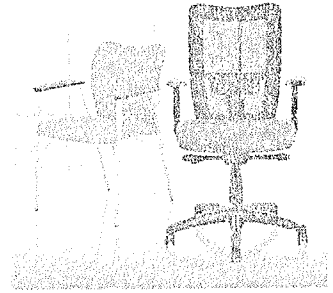
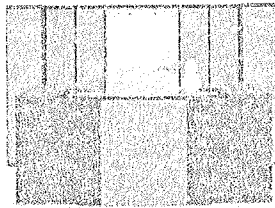
Melissa Dawn Fuller

My Commission Expires:

March 13, 2019

Affix Seal





Furniture_Discount Structure

Products	Discounts are from List Price. Tiers are based on List Product Value of each order Discounts for orders over \$500,000 are negotiable					
	*Suppliers may add rows for additional product categories not specifically identified					
	\$1-\$99,999		\$100,000-\$249,999		\$250,000-\$499,999	
	Loading Dock	Installed	Loading Dock	Installed	Loading Dock	Installed
Seating	55%	52%	55.50%	52.50%	negotiable	negotiable
Seating/Tables	55%	52%	55.50%	52.50%	negotiable	negotiable
Desking	55%	52%	55.50%	52.50%	negotiable	negotiable
Powered Tables	55%	52%	55.50%	52.50%	negotiable	negotiable
Multi-Purpose Tables	55%	52%	55.50%	52.50%	negotiable	negotiable
Folding Tables	55%	52%	55.50%	52.50%	negotiable	negotiable
Filing/Storage	55%	52%	55.50%	52.50%	negotiable	negotiable
Resident Hall Furniture	n/a	n/a	n/a	n/a	n/a	n/a

Furniture_Discount Structure

Products	Discounts are from List Price. Tiers are based on List Product Value of each order Discounts for orders over \$500,000 are negotiable					
	*Suppliers may add rows for additional product categories not specifically identified					
	\$1-\$99,999		\$100,000-\$249,999		\$250,000-\$499,999	
	Loading Dock	Installed	Loading Dock	Installed	Loading Dock	Installed
Systems	55%	52%	55.50%	52.50%	negotiable	negotiable
Interior Solutions	55%	52%	55.50%	52.50%	negotiable	negotiable
Moveable Wall Systems	n/a	n/a	n/a	n/a	n/a	n/a
Green or Sustainable Furniture Products	55%	52%	55.50%	52.50%	negotiable	negotiable
Refurbished Products & Services	Dealer Service - Case by Case Basis			Dealer Service - Case by Case Basis		
*Wall Rail Solution	55%	52%	55.50%	52.50%	negotiable	negotiable
*Dividers	55%	52%	55.50%	52.50%	negotiable	negotiable

Furniture_Discount Structure

Products	Discounts are from List Price. Tiers are based on List Product Value of each order Discounts for orders over \$500,000 are negotiable					
	*Suppliers may add rows for additional product categories not specifically identified					
	\$1-\$99,999		\$100,000-\$249,999		\$250,000-\$499,999	
	Loading Dock	Installed	Loading Dock	Installed	Loading Dock	Installed
*Accessories/Accents	55%	52%	55.50%	52.50%	negotiable	negotiable

Installation & Delivery Service: The Service option discounts include "standard" services only, subject to conditions listed below. The discounts are "not to exceed" percentages that may be lower as quoted by the servicing dealer dependent upon specific project conditions. Additional charges and Standard Services are Subject to the Following Conditions:

1. Installation will be performed during normal weekday hours
2. Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process
3. Service work shall not be hindered by other trades
4. Electric, heat and elevator service will be furnished without charge
5. The immediate area shall be complete and free of debris including carpet/flooring installation before delivery
6. Any work requiring a licensed electrician is the responsibility of the agency

Additional Charges

Additional Charges May Apply for	
*If there are other conditions that would cause additional charges to be applied please list and define how these will be charged for. Service percentages should be expressed as an additional percent of the total product list value	
Service	Percent or Per Labor Hour Additional Charge
Inside Delivery-Upper Levels Non-Seating	Negotiable on a per project basis
Inside Delivery-Upper Levels Seating	Negotiable on a per project basis
Union & Prevailing Wage Non Seating	Negotiable on a per project basis
Union & Prevailing Wage Seating	Negotiable on a per project basis
Major Metro Market and Upper Floor Installation	Negotiable on a per project basis
Installation outside of a ___ mile range of a the servicing dealer	Negotiable on a per project basis

Supplemental Services

Supplemental Services	
*If there are other supplemental services that the proposer may want to offer, please list and detail the charge per labor hour for the service.	
Service	Per Labor Hour Charge
Project Management Services	\$62.00 - \$125.00 per hour
Furniture Project Management	\$62.00 - \$125.00 per hour
Furniture Project Coordination	\$62.00 - \$125.00 per hour
Reconfiguration Services	Negotiated on a per project basis
Design (outside of standard services)	\$65.00 - \$85.00 per hour
Strategic Planning Services	Negotiated on a per project basis
Occupancy Planning Services	Negotiated on a per project basis
Occupancy Planner	Negotiated on a per project basis
CAD Drafter	Negotiated on a per project basis
Build Out Project Management Services	Negotiated on a per project basis
Fixtures, Furniture and Equipment Management Services	Negotiated on a per project basis
Fixtures, Furniture and Equipment Storage Services	Negotiated on a per project basis

General Information

Contact Information

National Office Furniture
1610 Royal Street
Jasper, Indiana 47549

To order literature, check order status, and check lead times on-line, please visit us at www.NationalOfficeFurniture.com.

Telephone: 800.482.1717
Fax: 812.482.8800
E-mail customer service: Service@NationalOfficeFurniture.com

Ordering Procedures

For prompt delivery, all orders **MUST** include:

1. Purchase Order Number (on each page of order)
2. Billing Address
3. "Ship To" Information
4. Special Shipping Instructions (requested ship or delivery dates, ship complete or split shipments, and tags if applicable)
5. Complete Model Numbers
6. Net Price

National does not accept orders verbally. Fax or e-mail orders directly to:

Fax: 812.482.8800
E-mail: Orders@NationalOfficeFurniture.com
(This e-mail requires an attached PDF order. General correspondence should go through Service@NationalOfficeFurniture.com.)

Order Confirmation

All complete orders will be acknowledged with ship dates **upon entry of a clean, credit approved order** into our system. This acknowledgement is the final agreement between National and the customer superseding all previous communications regarding the order.

NOTE: Please examine this acknowledgement carefully and advise National immediately of any discrepancies.

Changes and Cancellations

We regret that changes and cancellations are not possible once your order is entered into our system. In order to support our lead time commitments, orders are scheduled into our production cycle immediately upon order entry.

This includes changes/cancellations to:

- Quick Delivery Seating
- Made-to-Order Seating
- Engineered-to-Order (ETO) Seating
- Alliance Partner and COM Seating

Please contact customer service for assistance.

Terms and Pricing

- Prices are list prices for shipment within the continental United States.
- Price subject to change without prior notice.
- Merchandise will be billed at prices prevailing at time of placing order.
- Distribution of this price list does not itself constitute an offer to sell.
- Orders can be received only from authorized National Dealers.

Product Design

National reserves the right to make changes in design, specifications, and construction and to discontinue products without prior notice. Dimensions referenced in this book are nominal.

Shipping/Freight

Products are priced and will be delivered C.P.T. one contiguous U.S. destination, one Canadian destination, or one port of exit, freight prepaid (Incoterms 2010). Title shall transfer with risk of loss.

National reserves the right to select the most appropriate shipping terms.

Delivery Hours

Pricing is based on standard delivery between 8am and 3pm Monday through Friday.

Special Delivery Services

Any charges incurred from failure to receive a shipment, rerouting while in transit, or carrier storage charges are not included in prices shown and will be billed to the "sold to" account number on the order. Detention charges may be incurred for untimely off-loading of product.

Any order requiring Special Delivery Services will incur additional charges.

All such requirements must be noted on the purchase order. These are services that are not included in the price of the product or require the usage of specialized carriers. Examples of such Special Delivery services include:

- **Inside Delivery**
Minimum \$50 charge
- **Non-Standard Delivery Time (before 7:00am or after 5:00pm)**
Contact customer service for charges and availability
- **Non-Dock Delivery**
Minimum \$50 charge
- **JIT Delivery (specific day and/or time)**
Orders under \$10,000 list will incur a minimum \$125 charge
- **Weekend Delivery (Friday after 5:00pm until 7:00am Monday morning)**
Minimum \$500 charge per delivery
- **Residential Delivery**
Customer service may assist you in determining your special delivery requirement and any additional charges that may apply

Contact customer service if you are not sure if your order requires one or more of the above services. We will make every attempt to avoid the additional charges by giving options on what we can do within our standard delivery price.

Carrier Selection

National reserves the right to select the most appropriate mode of shipment. National relinquishes all responsibility for the goods shipped upon a clean receipt from the carrier. Customer bears the risk of loss or damage during shipment.

Packaging

National’s standard method of shipping is to carton all items. Certain full truck load items may qualify for special consideration. Contact customer service for guidelines. International shipments can be crated at the customer’s request. The expense of crating or specialized packaging will be the responsibility of the customer.

Loss, Damage, or Delay

National shall not be liable for loss, damage, detention, or delay resulting from causes beyond its reasonable control including but not limited to fire, strike, weather, wreck or delay in transportation. In the event of delay due to any such cause, the delivery date will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

Claim Process for Merchandise Damage/Shortage/Carrier Delay

All the products produced by National are carefully inspected and properly cartoned prior to shipment. All shipments are delivered to the transportation company in good condition. If you receive a shipment that has damage, product shortage or delivery has been delayed by the transportation carrier, **the following steps must be taken:**

1. Before signing for merchandise, **make notation** of all visible damage, shortages, and/or time of truck arrival on the freight bill (bill of lading).
2. **Contact National Customer Service within 15 calendar days of goods receipt to report issue.** We will advise whether a freight claim will need to be filed based on the mode of transportation. Claims must be filed by dealer on Redistribution/LTL carrier shipments. Claim will be disputed if product is moved from original consignee location.
3. If claim must be filed, carrier must be contacted **within 15 calendar days of goods receipt.** Retain all shipping cartons for inspection by the carrier agent.
4. **Copy of Carrier Disposition Letter must be sent to National** to receive additional credit on concealed damage issues via Redistribution/LTL carrier shipments.

For Concealed Damage, follow steps 2 through 4.

Claim Process for Warranty Issues

If a warranty issue is discovered, contact customer service immediately. To file the warranty claim, the following information is required:

- Serial number and warranty number are **mandatory** (asset tag can be found under the seat)
- Dealer purchase order number or National acknowledgement number
- Detailed description of issue

Customer service must **pre-approve** all resolutions such as replacement units, service parts, labor and repair charges. We reserve the right to resolve the issue in the most cost effective manner. All approved resolutions will be assigned an authorization number which must be included on all replacement orders or invoices for reimbursement. Any unauthorized charge will not be the responsibility of National.

Please see the inside Front cover for a full description of our Lifetime Product Warranty.

Finish Warranty

Minor variations in finish color may occur due to the unique texture and grain of wood.

Finishes, when exposed to ultraviolet rays, may change color. These issues are not warranty defects and will not be the responsibility of National.

Return Merchandise

We discourage product returns due to the likelihood of damage during the return transportation. In the event a product return is necessary, we will make every attempt to help keep the product in the field. Please contact customer service for assistance.

If attempts to keep the product in the field are unsuccessful, National will allow **returns on stocking items only** with the following stipulations:

- 50% Restocking fee
- Freight Charge prepaid by dealer
- Product NEVER removed from original carton**
- Product must be returned within 30 days of RGA issue date
- Credit will not be issued if product returned is damaged

Please note most models in the Quick Delivery Program are produced on demand and cannot be returned.

Freight damage, signs of usage or removal from original carton, or missing parts will result in no credit being issued. All returns require written authorization; any unauthorized return will not receive credit.

National will not be responsible for resolving damage claims on returned product.

Standard Modifications

Simple product modifications or “special products” are available. National Office Furniture offers product modifications, provided the change does not affect the form, fit or function of the current product (which may require additional testing). Product modifications are assigned a revised model number which references the standard model that includes a SIN code.

A modest upcharge may be levied which can be based on product quantity ordered or other criteria. To confirm that a product modification will be handled as a contract item, please contact Government Customer Service at 800-482-1213.

Quick Delivery Program

Quick Delivery Program

Our most popular series and options are available to you on our "To You in 10 Days or Less" Quick Delivery program.



Need 20 chairs in 10 business days or less? No problem, with our Quick Delivery program, we've got you covered. Need more than 20? Just give us a call, and we'll work with you to get what you need, when you need it. Once in a while, demand exceeds capacity. Then, orders are subject to availability.

Specific models from the following series are available on Quick Delivery:

Acquaint	Gotcha	Result
Admire	Jewel	Tag
Cinch	Jiminy	Timberlane
Confide	Medalist	Triumph
Davari	Mix-it	Wander
Eloquence	Remedy	Whimsy
Essay	Reno	
Fuel	Respect	

Quick Delivery Model Numbers

Quick Delivery seating models are available in all National finishes. The Quick Delivery model numbers are tagged with a "Q" and/or shaded in grey throughout the price list.

Quick Delivery Ordering

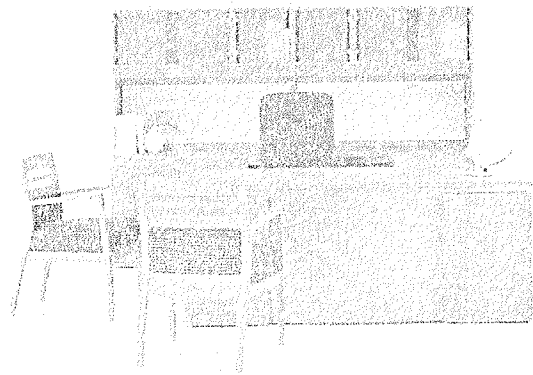
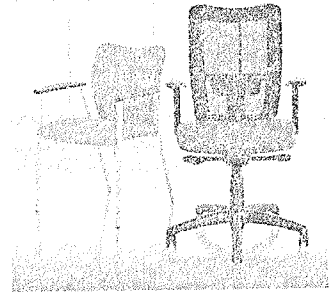
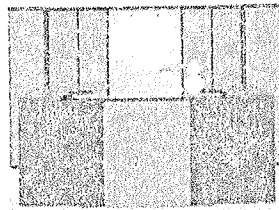
Orders may not be changed or cancelled. Include only Quick Delivery models on your order. Create a separate order for any products that are not included in the Quick Delivery program. Remember that 10 business days does not include weekends or holidays. The day your order is placed with National counts as day zero.

Large Quantity Ordering

Large quantities of models on an order, or large dollar volume orders, may receive lead times greater than those posted on www.NationalOfficeFurniture.com. Please work with your project management team to confirm availability on your specific project.

SECTION 9 - PRICE LISTS

See Excel Workbook file – pricing should be returned in Excel and printed and inserted in this section.



JOHN E. ZARUBA
SHERIFF

501 N. County Farm Road
Wheaton, Illinois 60187
(630) 407-2000
FAX (630) 407-2013
www.co.dupage.il.us/sheriff



Civil Division (630) 407-2060
Corrections (630) 407-2255
Crime Laboratory (630) 407-2100
Detective Division (630) 407-2323
Radio Room (630) 407-2400
Records Division (630) 407-2270
Warrants Division (630) 407-2290

OFFICE OF THE SHERIFF
COUNTY OF DUPAGE

APPROVAL FOR BACKGROUND INVESTIGATION,
CRIMINAL HISTORY AND DRIVERS LICENSE CHECK

As an employee for a company under contract with DuPage County, I realize that a background investigation, criminal history, and driver's license check will be done before I can work in the DuPage County Jail. I hereby authorize the DuPage County Sheriff's Office to search any law enforcement database to conduct it.

List ALL names you have ever used:

Name: _____
(PRINT) LAST, FIRST MIDDLE

Name: _____
(PRINT) LAST, FIRST MIDDLE

Name: _____
(PRINT) LAST, FIRST MIDDLE

Address: _____ Apt.: _____

City: _____ State: _____ Zip: _____

Date of Birth: ____/____/____ Soc. Sec. # ____-____-____

Drivers License Number: _____

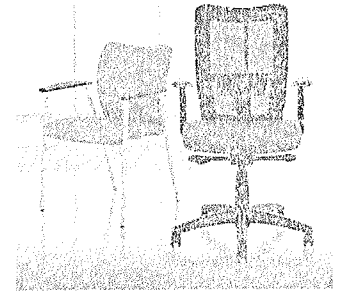
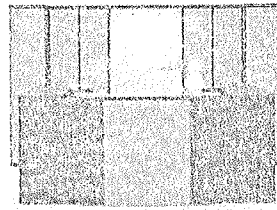
Sex: _____ Race: _____

Vendor: _____

Signature: _____

Date: _____

Witness: _____



VENDOR ETHICS DISCLOSURE

On January 12, 2010, the DuPage County Board adopted amendments to Ordinance OFI-003B-04, the DuPage County Ethics Ordinance.

Section 2-417 "Contractor Disclosure", requires that certain information be provided by vendors who contract with or are seeking to contract with the County to provide goods or services.

All requisitions and change orders require that the vendor provide the most current information as detailed on the "Vendor Ethics Disclosure Statement" form.

The Vendor Ethics Disclosure Statement and instructions can be found on the next page and on the County's Internet site under Contractor Forms in the Procurement section. The most current version of the form should always be utilized. There is also another form for additional pages; all pages are Adobe fillable forms.

Continuing Disclosure: It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department, any time contributions are made to the Chairman or County Board Members subsequent to the most recent authorized contract action.

Failure to Comply: Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive and non-responsible.

Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

Contribution: A gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

Gift: Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having a fair cash market value including but not limited to cash, food, drink.

Multi-year contracts: Those contracts with duration greater than 12 months require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be through December 31st of the current year, and received by the user department with 10 business days of that date

Prohibited Source: Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has contributed.



Required Vendor Ethics Disclosure Statement

Company Name:	National Office Furniture, Inc.		
Company Contact:	Amy Maxey	Contact Phone:	(812) 481-6356
Bid/Contract/ PO:	15-150-DT		

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below:

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
n/a	n/a	n/a	n/a	n/a

Attach additional sheets if necessary. Sign each added sheet and number each page ___ (#) of ___ (total pages).

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email
n/a	n/a	n/a

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Kevin McCoy

Title

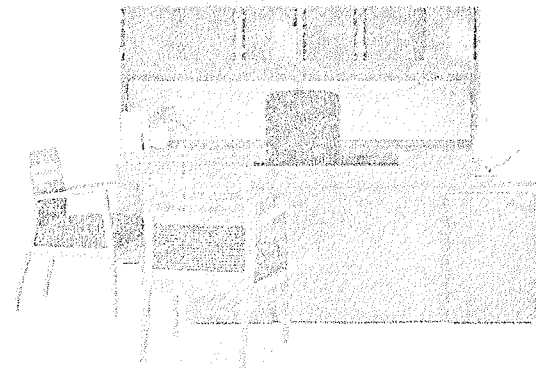
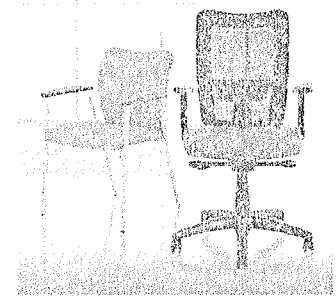
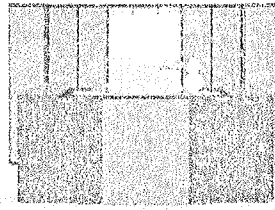
President, National Office Furniture, Inc.

Date

11-2-2015

Page 1 of 1

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.



Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See specific instructions on page 2.

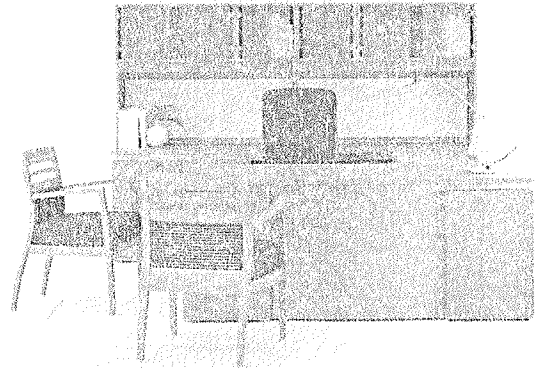
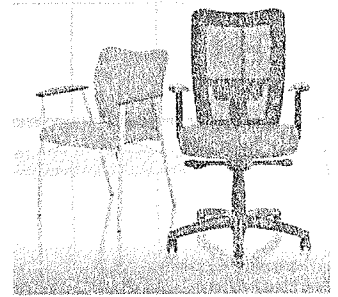
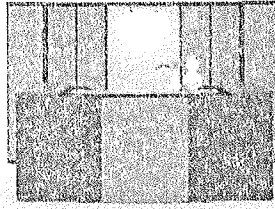
Name (as shown on your income tax return) National Office Furniture, Inc.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 1600 Royal Street	Requester's name and address (optional)
City, state, and ZIP code Jasper, IN 47549	
List account number(s) here (optional)	

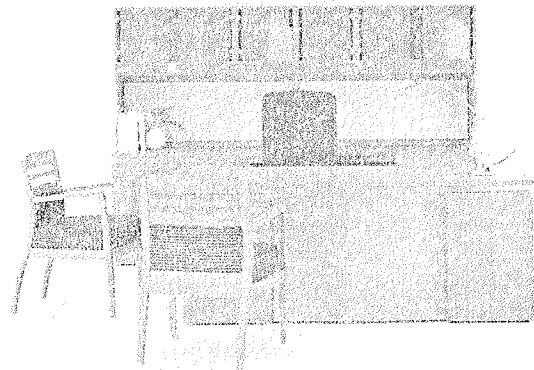
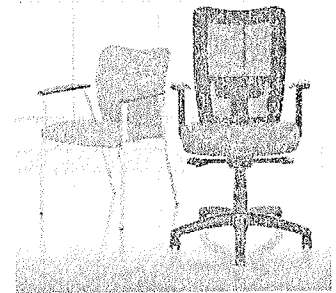
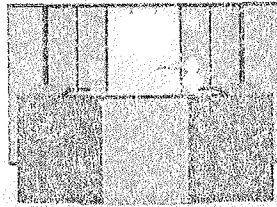
Part I Taxpayer Identification Number (TIN)																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Social security number</th> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Employer identification number</th> </tr> <tr> <td style="width: 30px;">6</td><td style="width: 30px;">3</td><td style="width: 30px;">-</td><td style="width: 30px;">0</td><td style="width: 30px;">5</td><td style="width: 30px;">7</td><td style="width: 30px;">7</td><td style="width: 30px;">5</td><td style="width: 30px;">9</td><td style="width: 30px;">4</td> </tr> </table>	Social security number																		Employer identification number									6	3	-	0	5	7	7	5	9	4
Social security number																																						
Employer identification number																																						
6	3	-	0	5	7	7	5	9	4																													

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶ <i>Brandi Ermy</i>	Date ▶ <i>1/27/15</i>
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9 . Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the	withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.
--	--







DuPAGE COUNTY PROCUREMENT SERVICES

BID #15-112-DT ADDENDUM #1

DATE: 10/06/15

PHONE: (630) 407-6200

FAX: (630) 407-6201

EMAIL TRANSMITTAL

ADDENDUM #1 - BID #15-150-DT

MASTER AGREEMENT TO PROVIDE

**SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING
SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICE**

To All Prospective Bidders:

This Addendum #1 consists of the following documents which describe changes, modifications, and information for the above captioned proposal.

Remove:

Page 2 Project Information

Add:

Revised Page 2 Project Information*

The Proposal Opening Date will be extended to **10/28/15 Opening Time 2:00 p.m.** in Procurement Services, Room 3-400. Please attach the new bid label when submitting your bid.

SEALED REQUEST FOR BID

INVITATION #: 15-150-DT

OPENING DATE: 10/28/15

OPENING TIME: 2:00 P.M.

**DESCRIPTION: MASTER AGREEMENT TO PROVIDE
SYSTEMS FURNITURE, FREE-STANDING
FURNITURE, SEATING, FILING
SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS
AND RELATED PRODUCT AND SUPPORT SERVICES**

DATED MATERIAL-DELIVER IMMEDIATELY

Please be sure to acknowledge receipt of this addendum on page 33 (Proposal Form) of the Request For Proposal document.

Thank you for your attention in this matter.

Sincerely,

Debby Thompson

Debby Thompson, CPPB

DuPage County Buyer

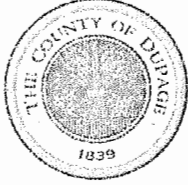
**REVISED PROJECT INFORMATION
 BID 15-150-DT**

SECTION 1 - PROJECT INFORMATION

PROJECT NAME:	SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICES
FOR:	County of DuPage, IL is acting as a Principal Procurement Agency, on behalf of itself and the National Intergovernmental Purchasing Alliance Company (National IPA), to create a nationwide cooperative contract for Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment, Interior Solutions and Related Product and Support Services that will be available and marketed by National IPA and the selected supplier to Public Agencies nationwide.

SCHEDULE OF EVENTS			
EVENT:	LOCATION:	DATE:	TIME:
Request For Proposals Posted	www.DemandStar.com	09/11/2015	
Advertisement	Daily Herald	09/11/2015	
Pre-Proposal Conference	DuPage County Administration Center 421 North County Farm Road, Room 1-500B Wheaton, IL 60187	09/29/2015	11:00 a.m.
Deadline for inquiries to Substitutions, Exceptions and Questions to Bid Language and Specifications.	Must be submitted in writing to: dthompson@dupageco.org	10/05/2015	3:00 p.m.
Response to Inquiries	Via E-Mail	10/13/2015	3:00 p.m.
Proposals Due	Procurement Services, Room 3-400	10/28/2015	2:00 p.m.
Evaluation of Proposals	Proposal Evaluation Committee		
Parent Committee Approval	DuPage County Finance Committee	12/08/2015	
County Board Approval	County Board Room	12/08/2015	
National IPA & Awarded Suppliers meet regarding contract implementation	To be scheduled by National IPA	TBD	
Anticipated Contract Start Date	Nationwide	04/01/2016	

√	SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL PROPOSAL
	1 HARDCOPY (IN 3-RING BINDER)
	FOUR (4) ELECTRONIC (CD) COPIES
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL FORM
	PUBLISHED PRICE LISTS CORRESPONDING WITH DISCOUNTS OFFERED



DuPAGE COUNTY PROCUREMENT SERVICES

BID #15-150-DT ADDENDUM #2

DATE: 10/16/15

PHONE: (630) 407-6200

FAX: (630) 407-6201

EMAIL TRANSMITTAL

**ADDENDUM #2 - BID #15-150-DT
MASTER AGREEMENT TO PROVIDE
SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING
SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND
SUPPORT SERVICE**

To All Prospective Bidders:

This Addendum #2 consists of the following document which describes changes, modifications, and information for the above captioned proposal.

The Proposal Opening Date will be extended to **11/04/15 Opening Time 2:00 p.m.** in Procurement Services, Room 3-400. Please attach the new bid label when submitting your bid.

SEALED REQUEST FOR BID

INVITATION #: 15-150-DT

OPENING DATE: 11/04/15

OPENING TIME: 2:00 P.M.

**DESCRIPTION: MASTER AGREEMENT TO PROVIDE
SYSTEMS FURNITURE, FREE-STANDING
FURNITURE, SEATING, FILING
SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS
AND RELATED PRODUCT AND SUPPORT SERVICES**

DATED MATERIAL-DELIVER IMMEDIATELY

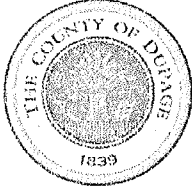
Please be sure to acknowledge receipt of this addendum on page 33 (Proposal Form) of the Request For Proposal document.

Thank you for your attention in this matter.

Sincerely,

Debby Thompson

Debby Thompson, CPPB
DuPage County Buyer



DuPAGE COUNTY PROCUREMENT SERVICES

BID #15-150-DT ADDENDUM #3

DATE: 10/20/15

PHONE: (630) 407-6200

FAX: (630) 407-6201

EMAIL TRANSMITTAL

ADDENDUM #3 - BID #15-150-DT

MASTER AGREEMENT TO PROVIDE

**SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING, FILING
SYSTEMS/EQUIPMENT, INTERIOR SOLUTIONS AND RELATED PRODUCT AND SUPPORT SERVICE**

To All Prospective Bidders:

This Addendum #2 consists of the following documents which describe clarification for the above captioned proposal.

1. Page 1 of 42 - TO ALL PROSPECTIVE PROPOSERS noted clarification. Does the reference to "shipped F.O.B.delivered" refer to who is liable for the shipment until it reaches the installation site? We agree to shipment liability until it reaches the customer installation site. The NI PA member will be invoiced for freight / dock delivery.

Answer: Yes, Supplier will be responsible for risk of damage or loss of goods until received by the Participating Agency.

2. Page 7 of 42, Paragraph 9 - F.O.B. Due to the complexity, size, and shipping requirements of our products and the inability to include a single freight charge that will cover the Continental United States, we request the authorization to quote a product discount plus a freight/ dock delivery charge plus installation. The member will be invoiced for product less the contract discount plus freight / delivery charge plus installation.

Answer: This is acceptable.

3. Page 11 of 42, Paragraph 24 - TERMINATION, CANCELLATION AND DAMAGES. The first paragraph reads: "If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract."

- The RFP and supplemental terms and conditions do not include definitions for breach or default.
- The RFP and supplemental terms and conditions do not include provisions for how such claims can be cured by the Contractor/ Awardee.
- As a result, we cannot agree to undefined and potentially very significant financial implications.
- We request the deletion of the first paragraph in its entirety.

Answer: Not Acceptable. This applies to the County of DuPage only. Other Participating Agencies may have similar requirements that the awarded supplier will have a chance to review and agree to.

4. Page 11 of 42, Paragraph 24 - TERMINATION, CANCELLATION AND DAMAGES. The second paragraph reads: "If the County of Du Page fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior to written notice of termination."

- Our products are custom, manufactured to order dependent on (i) the end customer's application needs, (ii) the physical aspects of the installation site (such as, ceiling height, in-room obstructions such as support columns or beams, etc.), (iii) the end customer's final sign-off on the drawings and issuance of a purchase order.
- For the above reason, once production has begun orders cannot be cancelled.
- We require a 60 days notice for the end customer to cancel their purchase order - this will provide sufficient time to stop the order from being scheduled for production.

Answer: This is correct for potential orders for the next fiscal year; not orders already placed.

5. Page 12 of 42, Section 4 - SPECIAL CONDITIONS contains references to the Department of Energy (DOE), DOE official, DOE Contracting Officer, Page 15 Paragraph D(2) includes requirements to submit payroll documentation to the DOE Contracting Officer, etc.

- We request an explanation of the role of DOE in the resultant N IPA contract.
- Without explanation, the opportunity to review, and acceptance, we request deletion of Section 4 in its entirety.

Answer: SECTION 4 – SPECIAL CONDITIONS, 1) DAVIS BACON REQUIREMENTS, PAGES 12-21 ENDING WITH: (3) IN THE EVENT....DOE WITHIN 5 BUSINESS DAYS OF RECEIPT OF A REQUEST FROM DOE; PLEASE DELETE.

6. Page 22 of 42 - WORKING WITH SECURED AREAS. Provide clarity regarding the inclusion of Page 22 and 23 for a resultant N IPA contract since the County of DuPage is acting as a Principal Procurement Agency. Performance will be outside of DuPage County's geographical region.

- Without explanation, the opportunity to review, and acceptance, we request deletion of this section in its entirety.

Answer: This applies to the County of DuPage only. Other Participating Agencies may have similar requirements that the awarded supplier will have a chance to review and agree to.

7. Page 26 of 42 - Section 6 - SPECIFICATIONS AND SCOPE OF WORK

- Third paragraph, first sentence: Verify that the \$75,000 reference should be \$75 million.

Answer: The County of DuPage anticipates spending \$75,000 over the full potential Master Agreement term of office furniture. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of office furniture purchased under the Master Agreement through National IPA is approximately \$75 million.

- Paragraph 1) OBJECTIVES, Paragraph 8: "Establish a channel partnership to offer this Master Agreement as the supplier(s) primary offer to Participating Public Agencies nationally;"

- We have numerous contracts with varying types of entities; therefore, we request the following be added to this Paragraph: "Contractor will present

the NI PA contract as the primary purchasing tool when informed by a Participating Public Agencies that they are a NI PA Member."

Answer: Submit proposed language changes as part of the response to the National IPA Exhibit A.

8. Page 27 of 42, Paragraph 5) SERVICE LEVELS, A) Loading Dock. Please verify that verbiage was not inadvertently excluded from this Paragraph A.

Answer: Replace with "Loading Dock Delivery." Proposer should define services provided by the Proposer related to loading dock delivery and fees associated with those services.

9. Page 30 of 42, Paragraph B. Price Proposal, 2. Product Categories, subparagraph a. reads "Discounts in provided tier structure, by order size and service levels; loading dock, inside delivery, and installed."

➤ See #4 above.

➤ We are requesting authorization to propose a product price based on tiered discounts off list price.

➤ Our distribution network will quote freight/delivery and installation on a per project basis.

Answer: Proposers are encouraged to provide a response that provides a simplified pricing solution. Proposers pricing solutions should address discounts offered, freight/delivery options and installation options.

10. Page 30 of 42, Paragraph B. Price Proposal, 2. Product Categories, subparagraph e will restrict us from offering greater member discounting on a unique project that may warrant special pricing.

➤ We are requesting deletion of the last sentence to provide the option to extend special pricing to a NI PA member in a very unique situation. If this sentence remains, NI PA members will not receive special pricing since we will be unable to offer it on all orders going forward through the contract term.

Answer: The discounts provided in the Price Book shall establish the manufacturer's minimum discount or not-to-exceed price offered by the Proposer to Participating Agencies. The following language is hereby deleted from this subparagraph "and such lower pricing shall be applied as a global price reduction under the Contract."

11. Page 39 of 65 - Required Vendor Ethics Disclosure Statement

➤ Do we complete this Disclosure Statement based on activities of our Area Contractor responsible for DuPage County, IL?

• Our go-to-market business model is a national distribution network of independently owned businesses ("Area Contractors").

• For this national contract - each of these businesses based on their geographical primary area of responsibility (PAR) will work with the local NI PA member to meet their needs.

• Area Contractors will quote the member, accept purchase orders, order product from the manufacturer, and the Area Contractor will invoice the member.

Answer: For the purposes of responding to the RFP, please ensure the entity signing as the Proposer completes a Vendor Ethics Disclosure Statement. Any additional Vendor Ethics Disclosure Statement forms needed due to authorized dealers or area contractors receiving purchase orders from the County of DuPage and collecting payment will be collected

at the time the authorized dealer or area contractor is selected by the County to provide products and services under the contract. This applies to the County only. If Participating Agencies have similar requests, they will work with the awarded supplier to have any similar requirements met.

12. Page 40 of 65 - W-9 Form

- Due to our business model as outlined in #11 above, which entity should be completing the W-9 since each Area Contractor is responsible for invoicing the NI PA member. We/ the Contractor will not be invoicing NI PA members.

Answer: For the purposes of responding to the RFP, please ensure the entity signing as the Proposer completes a W-9 form. Any additional W-9 forms needed due to authorized dealers or area contractors receiving purchase orders and collecting payment will be collected at the time the authorized dealer or area contractor is selected to provide products and services under the contract.

13. We've spoken of the flexibility both DuPage Procurement and National IPA will be affording Contractors submitting a proposal. In particular, we'd like to submit discount tier structures consistent with our general business practices versus the provided \$1 - \$99,999; \$100,000-\$249,999; \$250,000-\$499,999 > \$500,000 negotiable on a per project basis. Is this acceptable?

Answer: Yes, Proposers should provide pricing tiers that make sense for their particular line of products and services. Pricing tiers differing from what is indicated in the Pricing Book need to be clearly stated in the Proposer's Price Book response.

14. In order to best provide a complete and accurate response, we respectfully request an extension to the proposal due date until October 30, 2015.

Answer: Opening date has been revised to 2:00pm, (Local Time), Oct. 28, 2015. Addendum #2 extends Opening date to 2:00pm, (Local Time), November 4, 2015.

15. Regarding the General Conditions item 9, "All goods are to be shipped prepaid, F.O.B. destination," we recommend that an exception be made in the case of orders shipping outside the Continental United States. An example would be sales to Alaska, Hawaii and U.S. territories.

Furniture items tend to be heavy and bulky. F.O.B destination requires pricing that covers this expense. Within the Continental United States this is a manageable situation but outside the Continent, ocean freight can add in excess of 12% of the product cost. To be clear, this 12% is in addition to the cost of freight to the port of embarkation which typically runs 9-14% in the case of Hawaii, (slightly less to Alaska) depending on the weight and cube of the specific products. This problem manifests as a lack of enthusiasm on the part of vendors to market products outside the Continent and/or as higher overall prices.

The problem could be solved by requiring F.O.B. Destination "in the Continental United States."

Alternately, ocean freight could possibly be handled as an "Additional Charge" if that would be acceptable to the County.

This would increase discounts overall and/or increase sales outside the Continent.

Answer: Submit any applicable additional charges for shipment outside of the Continental USA in the Proposers Price Book response.

16. Cover page, & Page 8, Section 3, #19: On the Cover page, it says "Bond Required: Yes". On page 8, it says to the "awarded contractor". Please clarify the bond requirement and when it is applicable.

Answer: There is no need to submit bonding with this proposal response. However, when applicable and upon request, contractors shall supply bonding requirements related to a project.

17. Page 27, #2. Term of Contract: This says that the contract will begin April 1, 2014. The bid was put out in 2015. Should this say Begin April 1, 2016 thru March 31, 2019?

Answer: Terms shall be April 1, 2016 thru March 31, 2019 with two (2) optional one-year renewal periods provided there is no change in the terms, conditions, specification, and provided that such renewals are mutually agreed to by both parties.

18. Page 28, #5d – Design: Please clarify what is deemed to be considered "basic design services"?

Answer: Proposers have the ability to detail design services offered. Proposers should identify the services, what is included in each service and indicate how the Proposer (proposes) to price each service.

19. Page 28, #8a – Submission requirements: Just to clarify, you are asking for (1) original hardcopy in a three-ring binder and (4) electronic copies correct?

Answer: Yes.

20. Page 2, Section 1 – Listing of type of Furniture and page 27, Section 4E – Interior Solutions. We are able to provide the product in this category through our custom product program and dealer network. We do not have a catalog with such information as it is too broad of a category. Will a statement of available products and services suffice to meet this requirement?

Answer: Yes, describe the products offered, include any applicable services and fees.

21. Page 2, Section 1 – Listing of type of Furniture and page 27, Section 4F – Green Kimball Office promotes sustainability and the use of recycled components within all their product lines. However, we do not have a specific catalog focused on those components. Will our Sustainability brochure that outlines our practices suffice to meet this requirement?

Answer: In addition to the brochure, include a narrative in the Proposer's RFP response that addresses sustainability and recycled components.

22. Page 2, Section 1 – Listing of type of Furniture and page 27, Section 4G – Refurbished Products and Services. As we are a manufacturer, this is something that our dealer network would provide. Would a statement of available products and services suffice to meet this requirement?

Answer: Yes, provide a broad statement that indicates the refurbished products and services are provided by dealers. If available, include any applicable services and fees or state if Participating Agencies are to negotiate pricing for the products and services with dealers.

23. Page 30, Section 7, 1.B.1.g – Is the Pricing Workbook Exhibit J the same document / file as “P15-150-DT Section 9 Pricebook.xls?”

Answer: Yes.

24. Page 31,C.3 & Page 46, 3.1.C: Please clarify the definition of Support Center?
Answer: Support Center may not be applicable for your business model. However, Proposers should provide locations (headquarters, dealers, warehouses and distribution center).

25. Page 24-25, Section 5: Insurance Requirements: Please clarify if an umbrella policy can be used to cover any gap between existing policy limits and contract requirements.

Answer: This is acceptable.

26. Page 43, Section 1, paragraph: “All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually,...” The past contract, the term “Supplier” was defined as the contract holder and/or authorized dealers/distributors. With the new master agreement, is “Supplier” defined the same?

Answer: This section is hereby amended to read:

All transactions, purchase orders, etc. will occur directly between the Supplier and/or authorized dealers/distributors and each Participating Public Agency individually . . .

27. National IPA Exceptions / Alternative Language:

Page 7, Section 3, #9: F.O.B.: Kimball Office would like to submit the following alternative language concerning Freight policy:

“Products are priced and will be delivered C.P.T. one contiguous U.S. destination (48 continental states), one Canadian destination, or one port of exit, freight prepaid (Incoterms 2010). Title shall transfer with risk of loss.

Kimball Office reserves the right to select the most appropriate C.P.T. point, carrier and routing on all shipments. Kimball Office will, however, attempt to accommodate requests for favored carriers.”

Answer: Not acceptable. Supplier will be responsible for risk of damage or loss of goods until received by the Participating Agency.

28. Page 27, Section 4. General Definition /of Products: In order to offer the most complete offering to the qualified, registered users of National IPA, we request the following statement be added to this section of the RFP.

“National IPA requires a single prime contractor for each individual RFP response. Respondents may partner with other National IPA Contracted manufacturers, dealerships or other businesses in a subcontractor capacity.”

Answer: Proposers may offer responses to the County of DuPage in accordance with Section 2 – Instructions to Proposers, 7) Proposal Signatures. The County and National IPA encourage suppliers to submit responses that provide their most complete offering and, after award, to

work with any suppliers with contracts available in the National IPA portfolio to offer a complete solution.

29. Page 46 Section 2, 2.2 Pricing Commitment

Kimball Office proposes to delete the pricing commitment as set forth on page 46, Section 2, 2.2 Pricing Commitment of Exhibit A. In lieu of such pricing commitment, Kimball Office commits as follows:

“Supplier (Kimball Office) agrees that, considering a Representative Total Usage, the pricing offered under the Master Agreement is lower than the overall available pricing for any public sector national or multi-state cooperative or group purchasing agreement, excluding GSA and federal government sales (“Public Agency Cooperative”, that enters into a separate written agreement directly with Supplier, as further provided herein. A Comparable Contract is a written agreement entered into after the Effective date of the Master Agreement that contains similar terms and conditions, concerns a Public Agency Cooperative with the same approximate spending pattern and product mix, and provides for similar delivery and payment conditions. “Representative Total Usage” shall mean the total purchase for a consecutive six (6) month period (inclusive of any fees, rebates, and other charges and discounts and exclusive of any restricted items) of the top ten (10) National IPA customers utilizing Supplier as their primary vendor for the products and services offered under the Master Agreement, as determined by Supplier. If, during the term of this Master Agreement, National IPA becomes aware that its pricing may be higher than a Comparable Contract, as set forth above, National IPA may request an aggregate price comparison analysis of this Master Agreement (using the Representative Total Usage) against the Comparable Contract. If such aggregate price comparison analysis indicates that the Comparable Contract pricing is more favorable, upon the request of National IPA, Supplier will agree to renegotiate in good faith the pricing terms of this Master Agreement.”

Answer: Submit proposed language changes as part of the response to the National IPA Exhibit A.

30. Page. 48-49, Section 3N #i-iv:

Kimball Office Inc. will lead with National IPA, however, to clarify that National IPA does not expect Supplier to walk away from sales opportunities when the end user rejects use of National IPA, the following changes are requested. For avoidance of doubt, National IPA does not expect to be paid an Administrative Fee on sales for which its' use is rejected by the end user and it performs no functions in relation to those sales. Please see the following requested language addition to section 3.3.N.i-iv:

Kimball Office would like to request the addition of the following language to be added to the existing statement on page 49, Section 3.3.n.i:

“Respond “to registered and qualified end National IPA end-users” with Master Agreement pricing (Contract Sales reported to National IPA). “

Kimball Office would like to request the addition of the following language to be added to the existing language on page 49, Section 3.3.N.iii for clarification purposes.

"It is considered a refusal if the Public Agency utilizes a bid/RFP/RFQ process or otherwise chooses not to utilize National IPA. Sales under this section of refusal

by Public Agency are not considered Contract Sales under National IPA and Administration Fee is not owed."

Kimball Office would like to request the addition of the following language to be added to the existing language on page 49, Section 3.3.N.iv for clarification purposes.

"In the event of an award of the higher, non-National IPA Master Agreement proposal, sales would not be considered Contract Sales and no Administrative Fee is owed."

Answer: Submit proposed language changes as part of the response to the National IPA Exhibit A.

31. Page 24, Section 5 - Insurance Requirements

We currently maintain a \$1,000,000 per occurrence for Commercial General Liability, but do have a \$5,000,000 Umbrella Excess limit. Please confirm Umbrella Excess of \$5,000,000 would be acceptable in lieu of the required \$2,000,000 per occurrence of Commercial General Liability.

Answer: This is acceptable.

32. Page 27, Section 2 - Term of Contract

Please confirm the initial term of the contract will be April 1, 2016 through March 31, 2019.

Answer: Reference Question #17

33. Page 30, Section 7.1.B.2.A - Product Categories

Please confirm suppliers will be able to provide additional discounts for varying product lines within each of the main Product categories on the bid form. For example, we have multiple seating lines with varying discounts by model/series (i.e. Model A is 65% off, Model B is 68.2% off). We would like to provide a discount matrix that lists the varying discounts by model/series within each product category.

Answer: Proposers are encouraged to propose pricing structures that make sense for the line of products and services. Pricing structures should be clearly stated in the Price Book response.

34. Page 30, Section 7.1.B.2.E - Product Categories

Please confirm suppliers will be able to provide additional discounts on a project-by-project basis under the contract for individual projects that are larger in scope. Please confirm these discounts would not be required to be extended to all end users of the contract.

Answer: The discounts provided in response to the RFP are the minimum discounts offered by the manufacturer. Proposers should state in the Price Book response if deeper discounts may be offered by the manufacturer or dealer. Proposers are encouraged to provide competitive minimum discounts as the discounts are a portion of the response evaluation to determine contract award.

35. Page 37 - Approval for Background Investigation

Please confirm this page is a sample and is not required to be completed as part of the bid response.

Answer: This page is a sample, it will be required before you begin work on an awarded purchased order - if a portion of the work may be performed

within secured areas - per Page 22 - 4) WORKING WITHIN SECURED AREAS; and applies to the County of DuPage only. Other Participating Agencies may have similar requests at the time they access the contract.

36. Page 39 – Required Vendor Ethics Disclosure Statement
Please confirm this form must only be completed for sales to DuPage County and is not required for sales within other states.

Answer: It is required by the County of DuPage to be submitted with the RFP response and applies to the County of DuPage only. Other Participating Agencies may have similar requests at the time they access the contract.

37. Page 43 - Exhibit A

If the manufacturer is bidding this contract directly, please confirm orders under this contract may be issued to either the authorized dealers or directly to the manufacturer.

Answer: Proposers should propose ordering, delivery and invoicing procedures in their RFP response.

38. RFP Due Date

In order to best provide a complete and accurate response, we respectfully request an extension to the proposal due date until October 30, 2015.

Answer: Reference Question #14.

39. Contract Exceptions:

Page 8, Section 11 - Indemnity

INDEMNITY: The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the negligent performance of this contract by the Contractor and its employees, or because of any negligent act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Answer: Not acceptable.

40. Page 21, Section 3 - Pricing

PRICING: Pricing will be discount off of manufacturer's identified price list. New price lists may be submitted in writing for approval at any time annually upon thirty (30) days written notice along with corresponding support documentation. Unless Allsteel receives written objection to any price adjustment within thirty (30) days of the proposed price adjustment, such price adjustment shall be implemented at the end of the thirty (30) day notice period.

Answer: Supplier is to use most current manufacturer/catalog price list. Price list and adjustments shall be submitted to the County of DuPage for approval thirty (30) days prior to implementation.

41. Page 28, Section 7 - Deliveries

DELIVERIES: Deliveries will be made to DuPage County typically between the hours of 8:30 am and 4:00 pm on regular business days unless other arrangements are made, other Participating Public Agencies may have different hours but will be in the range of 7:00 am to 5:00 pm, Monday through Friday. Delivery locations will be stated on each purchase order issued.

The supplier(s) will authorize immediate repair or replacement at supplier's discretion of any product that has been damaged in transit. Supplier(s) understand that they are required to adhere to the delivery time they indicate for products.

Answer: Not acceptable.

42. Page 30, Section 7.1.B.2.E - Product Categories

e. Special Offers/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lessor period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth therein at any time during the Contract term and such lower pricing shall be applied as a global price reduction under the Contract. However, the global price reduction as specified above shall not apply to competitive bid pricing scenarios on a project-by-project basis.

Answer: Reference Question #10.

43. Page 45, Section 2.1 - Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement will be one of the Supplier's primary "go to market" strategies for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

44. Page 46, Section 2.2 - Pricing Commitment

Replace the existing language with the following:

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide for the specified goods or services at the time the vendor submits their proposal. For the purposes of this definition, comparisons for the "lowest available (net to buyer)" shall be compared to other cooperatives, state and local contracts, buying the same product mix, for the same geographical areas, under the same terms and conditions.

Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

45. Page 46, Section 2.3 - Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. ~~Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.~~

Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

46. Page 46-47, Section 3.3 - Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of your company's primary go to market strategies for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as one of the primary the public sector go-to-market strategies within first 10 days

Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

47. Page 47, Section 3.3.B - Marketing and Sales

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement. Except for the NIGP show, attendance at all other supplier-specific trade shows, conferences, and meetings as specified shall be at the suppliers' discretion.

Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

48. Page 47, Section 3.3 - Marketing and Sales

~~C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements. Our goal is to work with National IPA to mutually expand our sales within the market. Allsteel will transition existing public agencies to the National IPA contract upon customer's request. Allsteel will forward any new account information gained from the contract to National IPA.~~

Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

49. Page 48, Section 3.3 - Marketing and Sales

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
- ii. Competitive Best government pricing
- iii. No cost to participate
- iv. Non-exclusive contract

Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

50. Page 48-49, Section 3.3 - Marketing and Sales

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
- ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. ~~Respond with pricing higher than Master Agreement only~~ In the unlikely event that the Public Agency refuses to utilize Master Agreement or does not notify Supplier they want to use the Master Agreement, the Supplier may provide pricing under an alternative agreement.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Our goal is to work with National IPA to mutually expand our sales within the market. Allsteel commits the National IPA contract will be one of our primary go-to-market contracts, similar to our TCPN contract.

Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

51. Page 52-53, Section 12 - Monthly Reporting & Fees

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may ~~engage a third party to~~ conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the

discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

Answer: Submit proposed language and/or exceptions to the National IPA Exhibits within proposal response.

52. **EXCEPTIONS REQUESTED:**

SECTION 2 - INSTRUCTIONS TO PROPOSERS

Subsection 3 – Exceptions – During the Prebid Meeting on September 29, 2015 we were informed that exceptions to the RFP to be presented on October 5, 2015 could be limited to the DuPage County part of the RFP and did not have to address the National IPA items which could be addressed in the final proposal submission.

Answer: Exceptions relating to the County of DuPage shall be submitted as the RFP states. Exceptions specific to National IPA shall be submitted in proposer's response.

53. **SECTION 2 – INSTRUCTIONS TO PROPOSERS** – We have noted that the Subsection numbers run from 1 through 14 and 20 through 22. Are the missing Subsection numbers 15 through 19 intentionally omitted or can you provide those Subsections to us for review if they were inadvertently omitted?

Answer: This is a clerical numeric-reference error. Subsection numbers should run 1-17.

54. **SECTION 3 - GENERAL CONDITIONS**

Subsection 9, F.O.B. – Please confirm that the direction provided during the Prebid meeting on September 29, 2015 allows each bidder to include freight charges in their response in the most creative and/or efficient manner possible for the County which may or may not result in all prices being F.O.B. destination.

Answer: Reference Question #1, #2 and #9.

55. Subsection 17, Patents – Contractor represents and warrants that it has obtained from its vendors and is authorized by said vendors to, assign or pass through the following representations and rights from said vendors : that said vendors agree to defend, indemnify and hold harmless the County and the end user at vendor's expense from and against any suit, action or proceeding in which the County, its Officers , agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased from Contractor.

In the event Contractor fails to assign the above representations and warranties from a vendor, or in the event the assignment of such indemnity is prohibited by law, Contractor agrees to defend, indemnify and hold harmless the County from and against any claim set forth in the preceding paragraph.

PATENTS: Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.

Answer: This is acceptable.

56. Subsection 20, Prevailing Wage – Contractor agrees that it will comply with the Illinois Prevailing Wage Act (the "Act") to the extent applicable, **provided** the County provides written notice to Contractor that a Purchase Order includes products to be used for the construction of a

"public work" within the meaning of the Act. In the event a Purchase Order is subject to the Act, Contractor will use best efforts to ensure compliance of its subcontractors.

Answer: This is unacceptable. The products specified, by their nature, will come under the Act. Subcontractor compliance is required.

57. Subsection 24, Termination, Cancellation and Damages
If the County terminates for breach, the County shall have the right to purchase items or services elsewhere and to charge Contractor with any additional costs incurred for a period of ninety (90) days. This right shall not extend to all participating agencies.

In the event of a potential breach of the contract Office Depot requests a thirty (30) day right to cure period prior to any breach being declared. In the event that Office Depot provides a successful cure to the County, County agrees to remove the potential breach.

Office Depot requests that any costs to be paid under this section shall be the excess amount over the Office Depot contract price. In no event shall either party be liable for consequential, special, indirect or incidental damages, including but not limited to any damage resulting from loss of use or profits arising out of or in connection with any resulting agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

In the event the County terminates the contract due to lack of appropriation of funds, the County shall be liable for payment of all goods and services provided up through the effective date of termination.

Answer: Reference Question #4.

58. SECTION 4 - SPECIAL CONDITIONS

Subsection 1, Davis-Bacon Act Requirements -- Office Depot agrees that it will comply with the Davis Bacon Act to the extent applicable, **provided** County provides written notice to Office Depot that a Purchase Order includes products to be used for a project funded by or assisted in whole or in part by and through the Federal Government pursuant to ARRA. In the event a Purchase Order is subject to the Davis-Bacon Act, Office Depot will use best efforts to ensure compliance of its subcontractors.

Answer: Reference Question #5.

59. Subsection 1(H), Subawards and Contracts – Office Depot requires all of its subcontractors to represent and warrant that it will comply with all applicable federal, state and local laws, rules and regulations. Office Depot will use best efforts to incorporate the County's provisions in its subcontracts to the extent required by law.

Answer: Not acceptable. Reference Question #5

60. Subsection 1(M)(4), Subcontracts -- Office Depot requires all of its subcontractors to represent and warrant that it will comply with all applicable federal, state and local laws, rules and regulations. Office Depot will use best efforts to incorporate the County's provisions in its subcontracts to the extent required by law.

Answer: Not acceptable. Reference Question #5

61. Subsection 3, Pricing – Office Depot requests that the word "annually" be deleted from the 2nd sentence. In the event pricing changes, Office Depot will submit a new price list to the County for approval. Unless Office Depot receives written objection to any price adjustment within thirty (30) days of County's receipt of the proposed price adjustments, such price adjustments shall be implemented at the end of the thirty (30) day period.

Answer: Reference #40.

The Office Depot's final pricing response may be based upon manufacturers' list price, Office Depot system list price, or Office Depot web price depending on the type of furniture being ordered.

Answer: Proposer shall submit most current price list, indicate in their response the price list being submitted and how the price list can be accessed by Participating Agencies.

62. Subsection 4, Security – Office Depot does not share its employees' personally identifiable information. However, upon receipt of award, Office Depot will run background checks as required by the County and will provide to the County attestations certifying that the background checks on the employees who will be performing the work have been completed and that such persons have not been convicted of a violent or serious felony as defined by the County.

Answer: Not acceptable; Reference Question #35

63. SECTION 5 - INSURANCE REQUIREMENTS

Office Depot provides the standard ACCORD Certificate of Insurance

endorsed as required by the County. Please note that Office Depot's insurance carriers all have at least an A- rating in Best's Guide or the equivalent.

Answer: Reference Question #25.

64. SECTION 6-SPECIFICATIONS AND SCOPE OF WORK

Subsection 2, Term of Contract – Please clarify the dates of the initial term of the proposed contract as the RFP currently states April 1, 2014 through March 31, 2017 nearly half of which term has already expired.

Answer: Reference Question #17.

65. Subsection 2, Term of Contract – Office Depot requests the right to terminate any resulting contract for convenience on ninety (90) days prior written notice to the County.

Answer: Not Acceptable

66. Section 7 -DELIVERIES

Office Depot's intention is to fix any defective or nonconforming work issue quickly, and before being issued a notice to correct. After identification of any defective or nonconforming work requiring repairs, additional parts, or replacement of damaged furniture, Office Depot will provide County with a plan including an estimated time to correct the issue. If our correction plan does not meet the project schedule needs of the County, Office Depot will provide loaner furniture to temporarily accommodate the County's functional needs and move-in dates, as well as removal of any damaged product, until Office Depot can complete our correction plan.

Answer: SECTION 7 – is EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS. Proposers may address this in their Proposal.

67. QUESTIONS

Schedule of Events Page 2 of 42:

Due to the limited time between the County's schedule for responses to questions and exceptions of October 6, 2015 and the current due date for final responses to the RFP in hard copy of October 14, 2015 Office Depot requests that the due date be extended by at least 1 week to permit adequate time to carefully evaluate and meaningfully respond to any changes caused by the County's answers to questions and exceptions.

Answer: Reference Question #14.

68. Section 4 – Special Conditions – Subsection 3) Pricing Page 21 of 42: Are Proposers required to submit price lists for all manufacturers they are bidding with their response to this RFP?

Answer: Yes.

69. NOTE: Office Depot is not commenting on Page 26 of 42, Section 6 –

Specifications and Scope of Work

- Subsection 1 – Objectives – Paragraphs A, B, C, and D at this time because they apply to the National IPA portion of the response which we will comment on in our final proposal as we were instructed during the Prebid meeting on September 29, 2015.

Answer: Exceptions relating to the County of DuPage shall be submitted as specified in the RFP. Exceptions specific to National IPA shall be submitted in Proposer's response.

70. Prevailing Wage - If installation is a separate line item or billed separately, does prevailing wage still apply?

Answer: Yes.

71. Section 6 States: TERM OF CONTRACT: The awarded contract will be for the three (3) year period beginning April 1, 2014 through March 31, 2017. Our assumption is this is an error. Can you please advise the actual term of the agreement?

Answer: Reference Question #17.

72. Section 6.4 - Does the bidder have to respond to every product category?

Answer: No.

73. Please confirm the location of Exhibit J as described in Section 7, 1), B., g).

Answer: Reference Question #23.

74. Background Investigation is a required form; however, there will be subcontractors involved in the services portion of this proposal that are hereto yet unidentified. Do we just need to confirm the form has been received and the form completed as work is performed?

Answer: Reference Question #35

75. Will a D&B report from the last 6 months be sufficient to provide in response to this RFP?

Answer: Yes.

No further clarifications will be provided by the County of DuPage and National IPA.

Please be sure to acknowledge receipt of this addendum on page 33 (Proposal Form) of the Request For Proposal document.

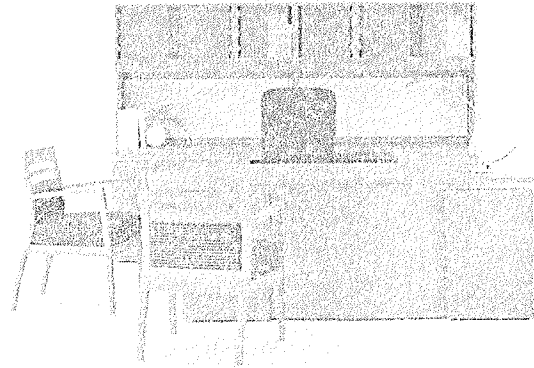
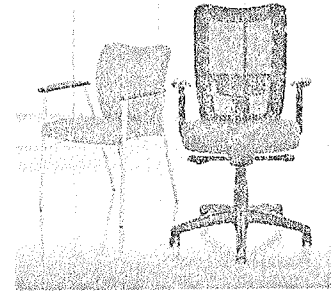
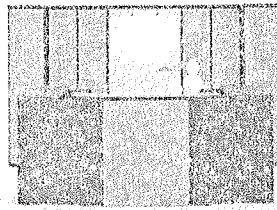
Thank you for your attention in this matter.

Sincerely,

Debby Thompson

Debby Thompson, CPPB

DuPage County Buyer



ATTACHMENT A



Requirements for National Cooperative Contract To be Administered by National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

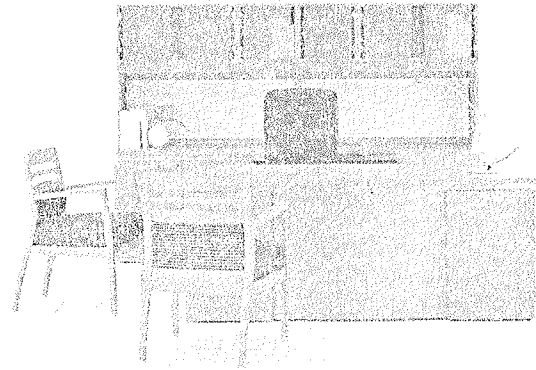
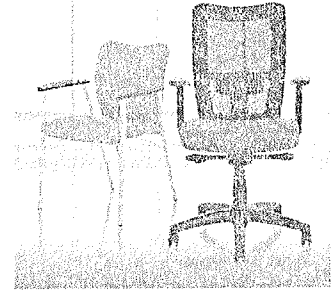
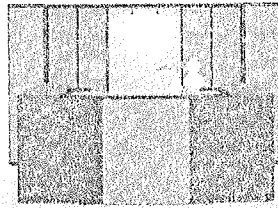
National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The County of DuPage, Illinois (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for systems furniture, free-standing furniture, seating, filing systems/equipment, interior solutions, and related product and support services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$75 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - ii. Announcement, contract details and contact information published on the company website within first 30 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - viii. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

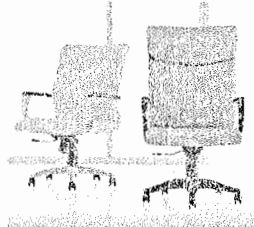
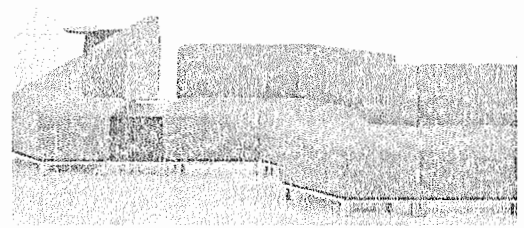
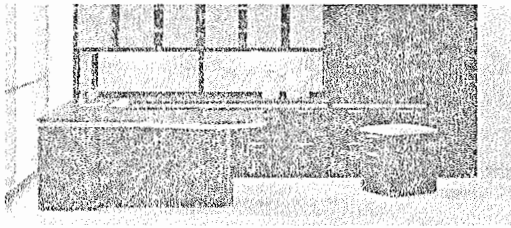
\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
- ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.



NATIONAL IPA EXHIBIT A - NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

1.1 Requirement

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National acknowledges and agrees.

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- C. Trade shows/conferences/meetings
- D. Advertising

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- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

National acknowledges and agrees.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$75 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

National acknowledges and agrees.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

National acknowledges and agrees.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

National acknowledges and agrees.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

National acknowledges and agrees.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency.

Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP.

National acknowledges and agrees.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

National agrees that, considering a Representative Total Usage, the pricing offered under the Master Agreement is lower than the overall available pricing for any public sector national or multi-state cooperative/group purchasing agreement), excluding GSA, federal government and healthcare group purchasing organization sales ("Public Agency Cooperative"), that enters into a Comparable Contract directly with National, as further provided herein. A Comparable Contract is a separate, written agreement entered into after the Effective date of the Master Agreement that contains similar terms and conditions, concerns a Public Agency Cooperative with the same approximate spending pattern and product mix, and provides for similar delivery and payment conditions. "Representative Total Usage" shall mean the total purchase for a consecutive six (6) month period (inclusive of any fees, rebates, and other charges and discounts and exclusive of any restricted items) of the top ten (10) National IPA customers utilizing National as their primary vendor for the products and services offered under the Master Agreement, as determined by National. If, during the term of this Master Agreement, National IPA becomes aware that its pricing may be higher than a Comparable Contract, as set forth above, National IPA may request an aggregate price comparison analysis of this Master Agreement (using the Representative Total Usage) against the Comparable Contract. If such aggregate price comparison analysis indicates that the Comparable Contract pricing is more favorable, upon the request of National IPA, National will agree to renegotiate in good faith the pricing terms of this Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to
National acknowledges and agrees.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

OUR PAST, OUR PRESENT, AND OUR FUTURE

In 1980, National Office Furniture joined the contract office furniture market with a goal to be a standout. By offering quality furniture at a better value and with shorter lead times, National jumped onto the scene and customers jumped at the opportunity to get the furniture they wanted in the budget and timeframe they needed. With exceptional value and design-driven products focused on today's working environments, we continue to grow and introduce innovative solutions that create spaces where people want to be.

Quality, reliability, safety, style, sustainability, productivity, and affordability aren't concepts that are taken lightly at National. We are dedicated to delivering each of these to our customers and partners. By nurturing relationships and making it a priority to do the right thing, we continue to prove that we have the right solutions for any space.

Our Corporate Headquarters is a prime example of how furniture from National can be used in any space. The 50,000 square foot facility, designed by the world renowned Gensler design firm, is full of innovative furniture, progressive work environments, and splashed with whimsy and humor throughout the space. With areas and furniture which help individuals collaborate, learn, interact, and focus, the Headquarters represents how customers use National's solutions in their own spaces.

FURNITURE WITH PERSONALITY

At National, we are Furniture with Personality. We take pride in our performance and know that our success is due to our employees. Our people create products; our people create experiences; our people are National. We believe it is important to embrace individuality and to nurture an atmosphere that encourages expression. With a diverse mixture of personalities, we can't wait to share our excitement, our energy, and our solutions with you.

PUTTING PERSONALITY ON THE MAP

Whether visiting our first-class manufacturing facilities or one of our LEED certified showrooms you'll experience National's unique personality throughout our operating footprint. We take great pride in providing clean, safe work environments that promote productivity, creativity and sustainability. This instills confidence and personal ownership that is passed along to you in the form of beautiful, quality furniture that your organization will enjoy for a very long time.



Corporate Headquarters

Product Development
and Research Annex
Jasper, IN

Asian Pacific Supply Chain
Organization (APSCO)



Showrooms

Jasper, IN
Corporate Showroom
LEED Gold

Atlanta, GA
LEED Pending

Boston, MA
LEED Pending

Chicago, IL
LEED Silver

Dallas, TX
LEED Gold

New York, NY
LEED Certified

Washington, D.C.
LEED Silver

Toronto, ON



Manufacturing Facilities

186 Avenue, Jasper, IN
282,604 sq. ft.

Santa Cruz, IL
234,323 sq. ft.
LEED Silver

Fentonsville, KY
164,566 sq. ft.

Danville, KY
158,907 sq. ft.

B. Total number and location of sales persons employed by your company.

National Office Furniture sales force consists of 80 people that cover all 50 states. This includes 6 Divisional Managers, 68 District Managers, 4 A&D Specialists, and 7 Showroom Managers.

C. Number and location of support centers (if applicable).

National Office Furniture 's distribution centers consists of 878 dealers located throughout the US. National Office Furniture currently has 7 showrooms located across the US and 1 in Canada. They include:

- Jasper, IN
- Atlanta, GA
- Boston, MA
- Chicago, IL
- Dallas, TX
- New York, NY
- Washington D.C.
- Toronto, ON

D. Annual sales for the three previous fiscal years.

2015 - \$600,868,000 (Net Sales and Income measurements represent the continuing operations of Kimball International, Inc., and exclude the results of the spin-off of Kimball Electronics, Inc. operation.)

2014 - 1,285,347,000

2013 - 1,203,134,000

E. Submit your FEIN and Dunn & Bradstreet report

National Office Furniture FEIN: 63-0577594

See ATTACHMENT 6 - D&B report

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

National Office Furniture maintains relationships with over 800 dealer partners. These dealer partners have been specifically selected to sell, service and install particular segments of our total product offering based on their demonstrated performance, market awareness, expertise and sound financial business practices. Kimball Office will take the following steps to ensure customers are services throughout the country:

- *Evaluation of product usage and application
- *Consulting the agency to meet their functional needs
- *Provide typical drawings, product specifications
- *Provide keying plan
- *Insure furniture plan meets the architectural power/voice/data plan
- *Provide project schedule and product lead times
- *Provide color samples
- *Research, test and reserve any COM/COL on behalf of the agency
- *Insure product specifications are correct and quoted accurately
- *Assist or place the purchase order with the factory
- *Reconcile the factory acknowledgement with the purchase order
- *Schedule delivery and installation
- *Product the installation drawers using emagine
- *Provide status reports to the agency

- *Walk thru the final installation – develop a punch list
- *Complete the punch list with changes or replacements
- *Invoice end user for completed project
- *Train agency on use of and care/maintenance of products
- *Obtain sign off or approval that job is completed
- *Large projects will receive a binder of “as installed” furniture placement/plan
- *Maintain floor plan or records for agency

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

National Office Furniture utilizes our dealer network to process any and all furniture orders from County of Du Page contracts. All products are manufactured by National’s owned facilities. Our shipping is done by the use of Kimball International, Inc.’s own fleet of trucks and selected contracted carriers as well as our servicing dealers on a local basis. We carefully select specific carriers for regional locations to provide the expert and efficient service required to handle and deliver our furniture. Carriers who we have contracts with are:

ABF Freight Systems
Aspen Transportation
Averitt Express
B & J Trucking
Brandt
Caldwell Freight Lines
CH Robinson
Contract Furniture Transport (CFT)
Dallas & Mavis
Dayton Freight Lines
E.H. Hamilton Trucking
Edwards Distribution Services
Federal Express
Fischer Trucking Inc.
Haney Tuck Line
Landstar Ranger
MGM Transport
Nation's Express
North American Van Lines (STI)
Panther II
Perkins Furniture Transport
Pilot Air Freight
TW Transport
USF Holland
UPS Freight
Watkins & Shepard
WisewayMotor Freight
Worldwide Logistics
YRC (Formerly Roadway & Yellow)

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Logistics -- Distribution Center 2

Santa Claus, IN

363,000 Square Feet

Logistics -- Distribution Center 3

Jasper, IN

155,523 Square Feet

Logistics -- Distribution Center 4

Jasper, IN

220,541 Square Feet

In addition to these facilities, National Office Furniture's network of over 800 dealers offers millions of square feet of warehouse space available locally to our customers.

D. State any return and restocking policy and fees, if applicable, associated with returns.

Due to the likelihood of damage, we discourage product returns. In the event a product return is found necessary, we will make every attempt to help the dealer keep the product in the field. Please contact a National Authorized dealer for assistance on this service. If attempts to keep the product in the field are unsuccessful, National will allow returns on stocking items only with the following stipulations:

-50% Restocking Fee

-Freight Charge prepaid by dealer

-Product never removed from original carton

-Product must be returned within 30 days of Returns Good Authorization (RGA) date

-Credit will not be issued if product is returned damaged

Freight damage, signs of usage or removal from original carton, or missing parts will result in credit not being issued. All returns require written authorization; any unauthorized return will not receive credit. National will not be responsible for resolving damage claims on returned product.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

National Office Furniture's ninety-day plan following award is to communicate and train all National Office Furniture employees on the contract terms. This will be done through an electronic training tool. The field sales organization will then train all dealer partners on the contract with creative marketing pieces that will allow the consumers to understand program. National will also do an email blast to all public sector who have participated in the program about the award.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications within first 10 days

National Office Furniture will enhance our current co-branded pieces to include information about award and benefits of the contract.

ii. Announcement, contract details and contact information published on the company website within first 30 days

National Office Furniture will update www.nationalofficefurniture.com about award and update any contract information within the first 30 days of award.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

National Office Furniture will design and distribute a co-branded marketing piece showing the benefits of the contract. This will be a flyer, PDF opt. and link to the website.

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

National Office Furniture will attend and participate with National IPA at national conferences and regional conferences. National Office Furniture will strategize with National IPA on what conferences and meetings will be beneficial for attendance.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA. National Office Furniture will attend and exhibit in NIGP Annual forums and provide reasonable assistance to the overall promotion and marketing efforts of NIGP as long as National IPA is a supporter.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

National Office Furniture will market and promote the Master Agreement throughout the term of the contract.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

National Office Furniture will market and promote the Master Agreement throughout the term of the contract.

viii. Dedicated National IPA internet web-based homepage with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's online registration page;
- A dedicated toll free number and email address for National IPA

National has been very successful in the past eight years marketing National IPA. Between the start of the contract and today, we have improved our sales over 100%. Upon award, we will immediately work with your team to add to the existing marketing materials for distribution to the agencies direct, through our authorized dealer distribution, and field sales.

With a new and expanded emphasis being placed on the markets covered, we have a dedicated Vertical Market Program Manager who will educate over 800 dealers and 71 National field sales managers. The first 30 days will be dedicated to training all members of the National team and authorized dealers about the Master Agreement. This will be done through team meetings that are held weekly or bi-monthly. We will have a target account list distributed to members of the team through our Contact/Opportunity Management System (Salesforce.com) that will track the contacts.

After 30 days, we will meet as a team to implement the next 60 day plan. We will use the tools National has to meet with you to discuss a more focused list based on the findings in the 30 day plan. The Vertical Market Program Manager will meet with your team to share successes, identify obstacles and plan an attack as a team approach. We will coordinate trade shows, sales initiatives, and installation reviews for certain accounts.

National currently has a dedicated National IPA page on our website, which links to your home page, which will be refined and improved. We will link directly to the copy of the original request, contract etc. National will also have a link to our products and pricing to allow our customers to quickly see our agreement with National IPA.

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements. National has been a member of National IPA since 2007 and has been successful in transitioning accounts accepted by National IPA over to the National IPA agreement. National has had a dedicated Segment and Sustainability Marketing Manager on staff who has focused on the marketing tools for National IPA and will continue. With a new and expanded emphasis being placed on the markets covered, we have a dedicated Vertical Market Program Manager who will educate over 800 dealers and 71 National field sales managers. We will have a target account list distributed to members of the team through our Contact/Opportunity Management System (Salesforce.com) that will track the contacts.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. National Office Furniture has and agrees to continue to provide our company logo to National IPA and provides permission for reproduction of our logo in marketing communications and promotions.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive contract

National Office Furniture has acknowledged the above request and will continue to follow up with leads established by National IPA in a timely manner and will continue to take a proactive approach to public agencies nationwide.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

National's plan will address both the initial education, and the ongoing training for our employees. Training will start with our Vertical Market Program Manager who focuses on State, Local, Healthcare, and Education. We will integrate the information of the new Master Agreement into our new employee training as well as a page on our internal website with all appropriate and necessary information about the County of DuPage and National IPA agreement. We will continue to provide a membership listing on our internal website on all agencies that can access National IPA. National will provide our field sales with any changes to the current National IPA agreement when awarded.

G. Provide contact information for the person(s), who will be responsible for:

i. Marketing

Lisa Schmidt, Segment Marketing Manager - (812) 482.8932

ii. Sales

Amy Maxey, Vertical Market Program Manager - (812) 481-6356

iii. Sales Support

Melissa Fuller, Inside Sales Specialist - (812) 481-6497

iv. Financial Reporting

Paula Wehr, Sales & Marketing Analyst - (812) 482-8105

v. Contracts

Amy Maxey, Vertical Market Program Manager - (812) 481-6356

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Vice President, Sales – Michael Roch
(312) 753-9428

Michael.Roch@NationalOfficeFurniture.com

Michael Roch, the Vice President, Sales has five (6) Division Managers that report to him. Under each Division Manager, there are several District Managers, A&D Representatives, Showroom Managers, and Government Sales Managers

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

National Office Furniture will market and transition the Master Agreement to all local, state, and higher education facilities through our trained field sales and authorized dealer network. National Office Furniture has a reputation for implementing a strategy to grow sales quickly. National will continue to emphasize sales to education and the local government market.

National also has a dedicated Vertical Market Program Manager to this market. The Vertical Market Program Manager will meet with your team to share successes, identify obstacles and plan an attack as a team approach.

National's goal is to develop strong relationships with the customers to ensure that they are knowledgeable of National's products, culture, and reputation. We will assist our dealer partners in their servicing efforts by provide award-winning training programs, customer service, and on-line tools. National expects our dealer partners to assist in the training to hit an aggressive sales goal.

National will continue to work with your team to create marketing materials that will be distributed to the agencies direct, through our authorized dealer distribution and our field sales. National will coordinate all trade shows, sales initiatives, and installation reviews for certain accounts.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

National has developed a very effective strategy to market, promote and maintain a successful program through National IPA.

National begins with the initial education of any new hires throughout the organization that will directly or indirectly influence National's success with the National IPA program, primarily National's Customer Service Team, Sales Team and IT Department. National continues to nourish that training with continued refresher trainings and updates, as well as provide a primary point of contact within the organization for individuals to go to for questions throughout the year. National continues the education process to increase sales through our dealer distribution through dealer presentations both at the National headquarters, as well as on site. National IPA is routinely referred to in general communications to keep it top of mind, and the new agency list is routinely distributed to the appropriate parties encouraging communication with the new agencies to welcome them to the National IPA program and introduce them to National Office Furniture.

National's marketing and sales efforts include:

- A landing page on NationalOfficeFurniture.com dedicated to National IPA featuring a link to National IPA's website.
 - National's team is proficient with assisting agencies registering for National IPA, and is capable of answering questions regarding the program.
- Co-branded flyers, email templates and print ads available on NationalOfficeFurniture.com promoting National IPA
- Reports specifically run for National IPA available to National field sales team to review and discuss with our dealer distribution
- Consistent awareness throughout National's organization National's process for timely new participant set up includes:
 - New agency listing is pushed to National's field sales encouraging communication to welcome the new agencies to the National IPA program and introduce them to National Office Furniture
 - Multiple touch emails are sent to new agencies introducing National as a supplier to National IPA
 - New agency listing is housed on National's internal website for immediate availability to National employees at all times

- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Customer Name	Address	City	State	Zip Cde	Contact Name	Contact Phone	Contract Sales
HOUSTON COMMUNITY COLLEGE	3100 MAIN ST	HOUSTON	TX	77002			1,305,902
THE UNIVERSITY OF TEXAS M	301 UNIVERSITY BLVD	GALVESTON	TX	77555	Eric Williams	(409) 747-8000	1,297,983
TEXAS CHRISTIAN UNIV	2800 S UNIVERSITY DR	FORT WORTH	TX	76129	Roger Fuller	(817) 257-6122	729,653
VANDERBILT UNIVERSITY	3101 W END AVE	NASHVILLE	TN	37240	Chuck Nicholas	(615) 322-2917	457,422
COLLEGE OF SOUTH NEVADA	3200 E CHEYENNE AVE	NORTH LAS VEGAS	NV	89030	Rob Maher	(702) 651-4223	413,288
UNIV OF TEXAS SYSTEM THE	1616 GUADALUPE STE 7.202	AUSTIN	TX	34365	Jennifer Murphy	(512) 499-4366	411,255
WEST VIRGINIA UNIVERSITY	PRESIDENTS OFFICE BOX 6201	MORGANTOWN	WV	26506	Cindy Summers	(304)-293-3194	402,859
PROMEDICA HEALTH SYSTEM	2142 N COVE BLVD	TOLEDO	OH	43606	Nick Link	(419) 291-5206	394,420
UNIVERSITY OF FLORIDA		GAINESVILLE	FL	32611	Lisa Deal	(352) 392-1331 x233	380,271
CITY OF WESTLAND MI	32715 DORSEY RD	WESTLAND	MI	48186	Daniel Bourdeau	(734) 467-7952	342,534
							6,135,586

- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

National accepts hardcopy printed orders and in the event the end user wants to submit the orders directly, we accept by facsimile, electronic, and through our dealers EDI program. Due to the variety of options available in office furniture products, we not currently accept internet orders. However, we do work with our dealers to allow them to take your specifications and process them through EDI. Our dedicated internal support team closely manages and monitors the orders upon receipt, reviewing data electronically through the SAP order management system. National does not have any minimum order requirements.

Once an order is entered, the acknowledgment will be sent to the participating dealer within 36 hours of order entry. The acknowledgement will provide ship dates for the product ordered and the total cost of the product. Customer Service can be reached at 1-800-482-1717, Monday – Thursday 7:30am-8:00pm EST and Friday 7:30am-6:00pm EST for any service needs between order entry and after receipt of product.

Visa and MasterCard are accepted form of payment with signature. National will also accept payment through wire transfer or ACH. If this is a direct bill, we invoice per shipment at the time of shipment. If and Authorized National dealer is purchasing from us and invoicing County of Du Page, the dealer's invoices processes would apply.

- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$1.2 Million in year one
 \$1.3 Million in year two
 \$1.4 Million in year three

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement. National will lead with National IPA, however; to clarify that National IPA does not expect National to walk away from sales opportunities when the end user rejects use of National IPA, the following changes are requested. For avoidance of doubt, National IPA does not expect to be paid an Administrative Fee on sales for which it's use is rejected by the end user and it performs no functions in relation to those sales.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

National acknowledges and agrees.

ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

National will comply with this request. Lower pricing given to National IPA members due to competitive reasons will be reported to National IPA under the Master Agreement unless they have an existing standard agreement with National Office Furniture at time of award. National will then review in detail when existing contract is up for renewal.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.

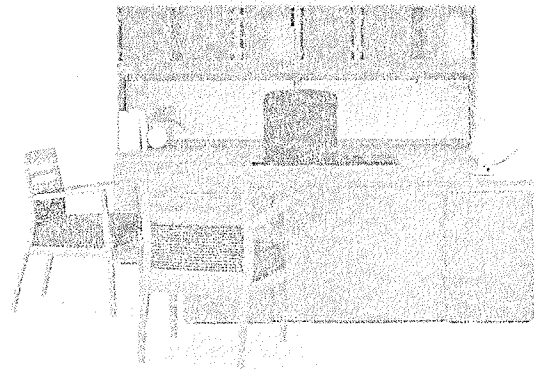
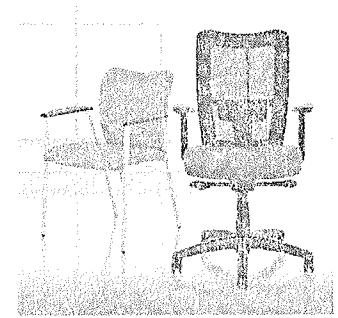
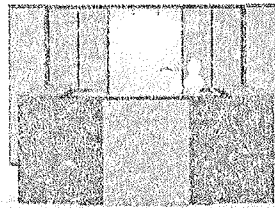
It is considered a refusal if the Public Agency utilizes a bid/RFP/RFQ process or otherwise chooses not to utilize National IPA. Sales under this section of refusal by Public Agency are not considered Contract Sales under National IPA and Administration Fee is not owed.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

National will lead with National IPA contract, however; in the event of an award of the higher, non-National IPA Master Agreement proposal, sales would not be considered Contract Sales and no Administrative Fee is owed.

Detail your strategies under these options when responding to a solicitation.

National agrees that the County of DuPage / National IPA Furniture Master Agreement will become our primary furniture offering to public agencies, including counties, cities, states, K-12, non-profits and higher education institutions. Pricing offered under the National IPA program will be consistent with National's Pricing Commitment as defined in National's response to Section 2.2 of Exhibit A.



NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____
20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and
National Office Furniture, Inc. (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that enter into (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30)

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of ___% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
725 Cool Springs Blvd
Suite 100
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Kevin McCoy

Name

President

Title

Date

Signature

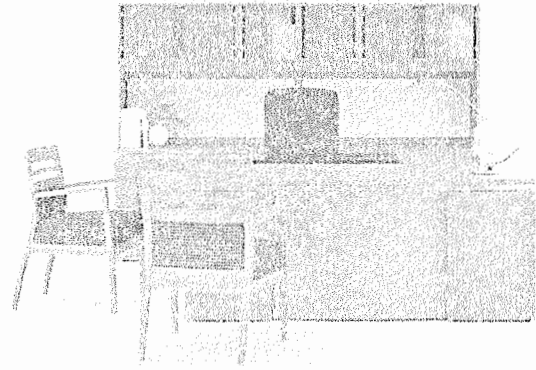
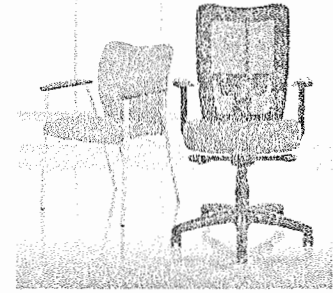
Ward H. Brown

Name

Chief Operating Officer

Title

Date



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “Agreement”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate with National Intergovernmental Purchasing Alliance Company (“National IPA”) (“Principal Procurement Agencies”) to be appended and made a part hereof and such other agencies who register to participate in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement with National IPA (“Participating Public Agencies”) to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers (each a “Supplier”) have entered into Master Supplier Agreements to provide a variety of goods, products and services (herein “Products”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Supplier Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

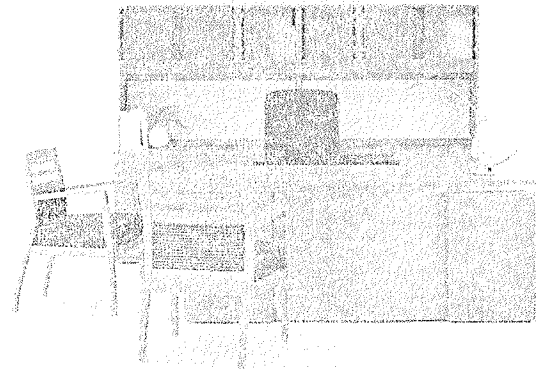
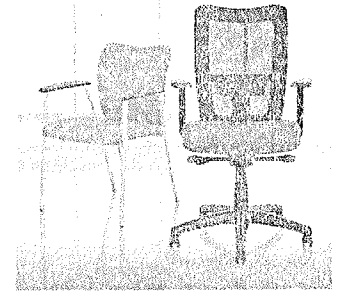
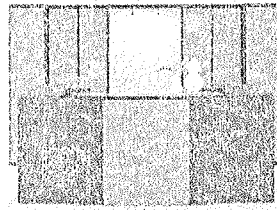
NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices.
3. That the cooperative use of solicitations obtained by the parties to this Agreement shall be in accordance with the terms and conditions of the Master Supplier Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of Products by the Participating Public Agencies.
5. That the Participating Public Agencies that procure Products through any Master Supplier Agreement (each a, “Procuring Party”) will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the Master Supplier Agreement. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase.

6. The Procuring Party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Procuring Party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.



NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”) pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

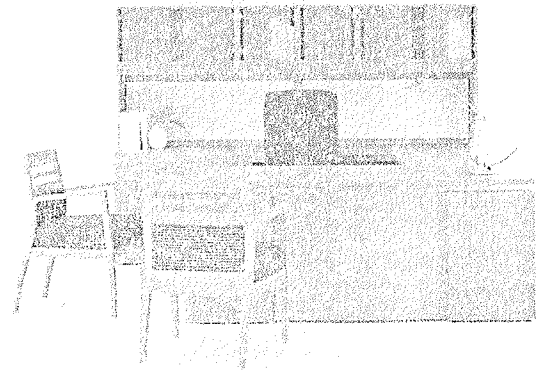
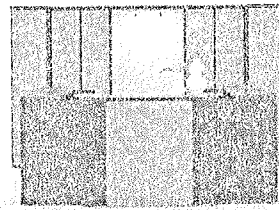
Authorized Signature, Principal Procurement Agency

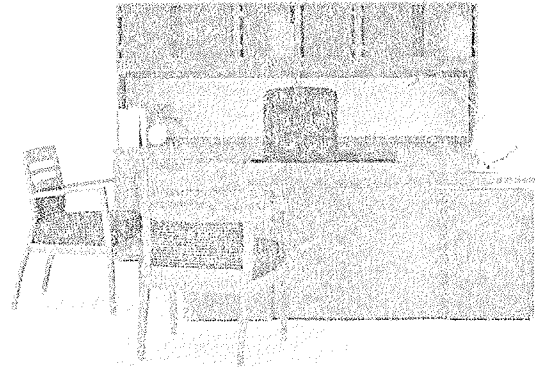
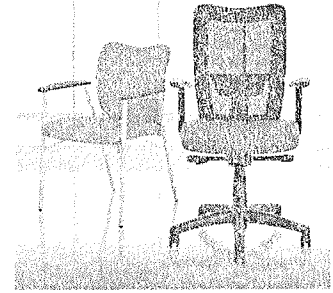
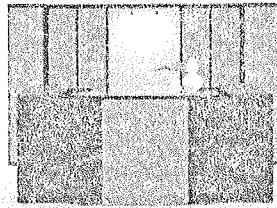
Signature

Name

Title

Date





**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

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

Nationwide:

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

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

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

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

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR

CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR

CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited

to:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR

YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT

WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANT'S PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO

MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MUL TNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT

Higher Education

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE

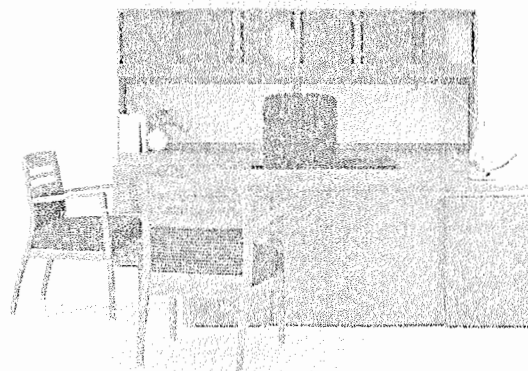
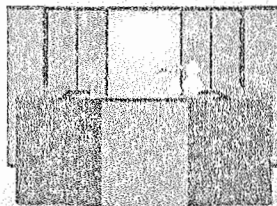
COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS

OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL

SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA Inc. 400 West Market Street, Suite 700 Louisville, KY 40202	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
360024-Kimba-Cas-15-16	INSURER A : Travelers Prop. Casualty Co. of America	NAIC # 25674
INSURED Kimball International, Inc. and all subsidiaries 1600 Royal Street Jasper, IN 47549	INSURER B : Travelers Indemnity Co Of America	25666
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-003290995-17 **REVISION NUMBER:** 3

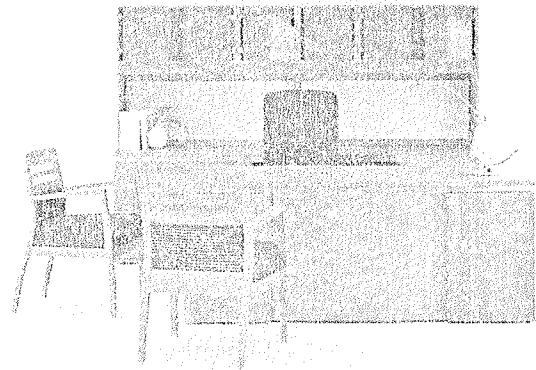
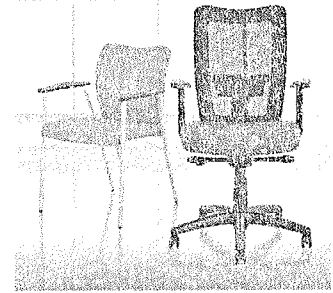
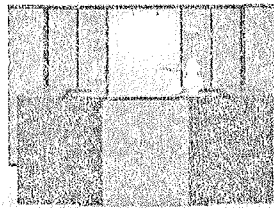
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 RETENTION GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		TC2JGLSA8B344598	04/01/2015	04/01/2016	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		TC2JCAP8B344550	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						LIABILITY DEDUCTIBLE	\$ 250,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP91M2838	04/01/2015	04/01/2016	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	TC2HUB466K5250 (AOS)	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
B			TRJUB466K5262 (AZ, MA, WI)	04/01/2015	04/01/2016	E.L. EACH ACCIDENT	\$ 1,000,000
A			TWXJUB466K5458 (IN, KY, ID)	04/01/2015	04/01/2016	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
			SIR all WC policies - \$500,000			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Proposal #P10-004
 The County of DuPage is included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER DuPage County Procurement Services Division Debby Thompson, CPPB DuPage County Buyer 421 North County Farm Road Wheaton, IL 60187-3978	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. John C Logan <i>John C Logan</i>

ATTACHMENT 2 - NATIONAL'S SUSTAINABLE PRODUCTS



Our Products Reflect Stewardship Sustainable Products

Product stewardship is our focus. We actively pursue ways to minimize the impact of our products on the environment. This means designing products that save resources, have longer life, use clean manufacturing, meet indoor air requirements, recycle easily and include many other sustainable attributes.

Our products earn the stringent Indoor Advantage Gold™ mark from Scientific Certification Systems (SCS) for meeting Indoor Air Quality criteria, which can assist organizations seeking LEED® certification. Additionally, our products meet the multi-faceted criteria set forth in the ANSI/BIFMA e3 Sustainability Standard and are certified to the level® program. Products can be awarded level® 1, level® 2 or level® 3 based on their score, with level® 3 being the highest award a product can achieve. We are proud that virtually all of our products are certified to level® 2 or 3.

By giving customers the option of Forest Stewardship Council (FSC®) certified wood, we offer products that are not only economically viable, but are environmentally responsible and socially beneficial. What's more, National casegoods include an average recycled material content of 82% and a wide range of 100% recycled polyester choices are available for upholstered seating products. Our packaging is virtually 100% recyclable or reusable and our casegoods packaging contains an average of 60% recycled content, while our seating packaging contains an average of 50% recycled content.






National's manufacturing facilities are registered to the ISO 14001 standard. This management tool enables us to identify and control the environmental impact of our operations, continually improve our company's environmental performance and systematically set environmental objectives and demonstrate their achievement.

At National, we realize that the environmental impact of a product throughout its entire life is important. Thus, we have conducted a Life Cycle Assessment (LCA) that is compliant to ISO 14040/14044 on a number of our products. LCA is a method of addressing the environmental aspects throughout a product's life cycle from raw material acquisition through production, use, end-of-life treatment and disposal. An LCA can help us establish targets for lessening the product's environmental impact.



ecoScorecard™

For comprehensive sustainability information that includes LEED® point contribution information, visit NationalOfficeFurniture.ecoScorecard.com.
For the most recent listing of certified products, visit www.NationalOfficeFurniture.com/sustainability.

					
Casegoods					
Arrowood™, Veneer	✓		✓		✓
Arrowood™, Laminate	✓		✓	✓	✓
Barrington®	✓		✓		✓
Captivate®	✓		✓		✓
Casbah®	✓		✓	✓	✓
Clever®	✓		✓		
Epic™	✓		✓	✓	
Epic™ with Epicenter	✓	✓		✓	
Escalade®	✓		✓		✓
Flourish™	✓		✓		
Hiland™	✓		✓		✓
Renegade™	✓		✓		✓
Roosevelt™	✓		✓		
WaveWorks® Casegoods, Veneer	✓		✓	✓	✓
WaveWorks® Casegoods, Laminate	✓		✓	✓	✓
WaveWorks® Casegoods, Laminate/Wood Rim	✓		✓	✓	✓
WaveWorks® Casegoods and Storage, Metal	✓		✓		
WaveWorks® Worksurfaces, Veneer	✓		✓	✓	✓
WaveWorks® Worksurfaces, Laminate	✓		✓	✓	✓
WaveWorks® Worksurfaces, Laminate/Wood Rim	✓		✓	✓	✓
WaveWorks® Worksurfaces, Thermofoil	✓		✓		✓

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800.482.1717
www.NationalOfficeFurniture.com

NATIONAL

Furniture with Personality

Our Products Reflect Stewardship Sustainable Products






					
Wall Rail Solution					
Exhibit™	✓		✓		
Dividers					
Chameleon® Polycarbonate Dividers	✓	✓			
Chameleon® Veneer Dividers	✓	✓			
Seating					
Acquaint™	✓		✓	✓	
Admire®	✓		✓	✓	
Arlington™	✓	✓		✓	
Aurora®	✓	✓		✓	
Confide™	✓		✓	✓	
Cinch®	✓	✓			
Davari™	✓		✓	✓	
Eloquence® Executive	✓	✓		✓	
Eloquence® Guest/Tandem/Bariatric	✓		✓	✓	
Eloquence® Lounge	✓		✓	✓	
Essay™	✓	✓			
Fringe™ Lounge	✓		✓	✓	
Fuel®	✓	✓		✓	
Gotcha®	✓	✓			
Jewel™					
Jiminy™	✓	✓			
Medalist™	✓	✓		✓	
Mix-it®	✓	✓			
Monterrey™	✓		✓	✓	
Pennant™	✓		✓	✓	
Remedy®	✓	✓		✓	
Reno®	✓		✓	✓	
Respect®	✓	✓		✓	
Swift™	✓		✓	✓	
Tag®	✓	✓		✓	
Timbertane™	✓		✓		
Triumph™	✓	✓			
Wander™	✓				
Whimsy™	✓		✓		

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Our Products Reflect Stewardship Sustainable Products

	 SCS Certified INDOOR AIR QUALITY AND CARBON FOOTPRINT GOLD				
Media Storage/Presentation Components					
Arrowood™ Components	✓		✓		
Barrington® Components	✓		✓		
Captivate® Components	✓		✓		
Casbah® Components	✓		✓	✓	
Clever ³ Components	✓		✓		
Epic™ Components	✓		✓	✓	
Escalade® Components	✓		✓		
Flourish™ Components	✓		✓		
Hiland™ Components	✓		✓		
Roosevelt™ Components	✓		✓		
Universal Components	✓		✓		
WaveWorks ³ Components	✓		✓	✓	

Conference Table Tops/Bases					
Arrowood™ Tops	✓		✓		
Barrington® Tops	✓		✓		
Captivate® Tops	✓		✓		
Casbah® Tops	✓		✓	✓	
Clever ³ Tops	✓		✓		
Epic™ Tops	✓		✓	✓	
Escalade ³ Tops	✓		✓		
Flourish™ Tops	✓	✓			
Hiland™ Tops	✓	✓			
Mio™ Collaborative Tables	✓	✓			
Universal Tops	✓		✓		
WaveWorks® Tops	✓		✓	✓	
Basic Veneer Bases	✓	✓			
Basic Laminate Bases	✓				
Barrington® Bases	✓	✓			
Captivate® Bases	✓	✓			
Epic™ Bases	✓	✓			
Escalade ³ Bases	✓	✓			
Queen Anne Veneer Bases	✓	✓			
Metal Bases	✓				






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Furniture with Personality

Our Products Reflect Stewardship Sustainable Products

					
Training Tables					
Fold™ Tables	✓			✓	
WaveWorks® Flip/Nest Training Tables	✓		✓	✓	

Occasional Tables					
Arrowood™	✓	✓			
Barrington®/Roosevelt™	✓	✓			
Captivate®	✓	✓			
Casbah®	✓	✓			
Confide™ Veneer Tops	✓	✓			
Confide™ Laminate Tops	✓	✓			
Clever®	✓	✓			
Eloquence® Veneer Tops	✓	✓			
Eloquence® Laminate Tops	✓	✓			
Epic™	✓	✓			
Fringe™ Veneer, Laminate	✓	✓			
Escalade®	✓	✓			
Myriad™ Veneer	✓	✓			
Myriad™ Laminate	✓	✓			
Pegos™	✓	✓			
Reno®	✓	✓			
Staccato™	✓	✓			
Swift™ Veneer	✓	✓			
Swift™ Laminate	✓	✓			
Tag™ Veneer Tops	✓	✓			
Tag™ Laminate Tops	✓	✓			
Triumph™	✓	✓			

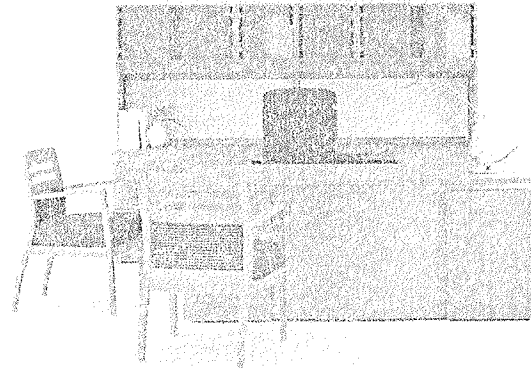
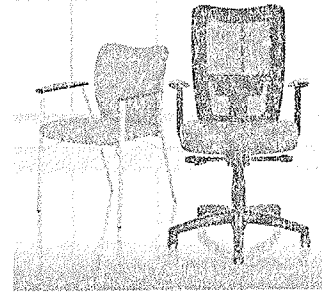
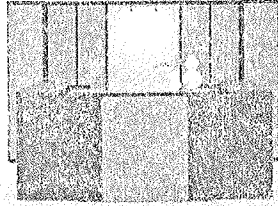
Bookcases/Files					
Universal Bookcases	✓	✓			
Universal Lateral Files	✓		✓		
WaveWorks® Metal Storage	✓		✓		

* Does not apply to Thermofoil

Updated July 2015

800.482.1717
www.NationalOfficeFurniture.com

NATIONAL | Furniture with Personality™





Scientific Certification Systems, Inc.
2200 Powell Street, Suite 725
Emeryville, CA 94608
Tel: +1.510.452.8000
Fax: +1.510.452.8001
www.SCScertified.com

May 6, 2010

John Shank
Kimball International Inc.
1600 Royal Street
Jasper, IN 47549

Re: LCA Study of Wood (Veneer) CaseGoods, April 29, 2010

Dear John,

This letter is written as a response to your request to have a supplied statement that SCS has reviewed the submitted LCA study of Wood (Veneer) CaseGoods Workstation for Kimball Furniture Groups, prepared by Industrial Ecology Consultants on April 29, 2010. The LCA study was reviewed and used to meet credit 5.3 of the BIFMA Furniture Sustainability Standard (BIFMA e3-2008) requirement for Veneer Casegoods manufactured for Kimball Office and National Office Furniture using a UV finish at the Santa Claus, Fordsville, Salem, and 15th Street facilities. The maximum Life Cycle Assessment credits were achieved as it was determined the following criteria were met according to the standard:

- 5.3.1 The company provided evidence that the life cycle assessment framework has been incorporated into product design by applying the first two of the four LCA components in ISO 14040 and ISO 14044 (Goal and Scope Definition and Life Cycle Inventory). The LCA boundary encompassed extraction of raw materials through end of product life.
- 5.3.2 The company provided evidence that an LCA was completed utilizing all four components in the ISO 14040 and ISO 14044. At a minimum the impact categories included Global Warming Potential.
- 5.3.3 The company demonstrated compliance to 5.3.2 and provided evidence that the company completed an independent third-party review of its LCA.

If further information or explanation is required, please contact me at 510-452-6389.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Lipoff".

Marc Lipoff
Program Associate, Indoor Air Quality+level™
tel: 510.452.6389 | fax: 510.452.6883
MLipoff@scscertified.com

National warrants that each piece of furniture will be free from defects in workmanship given normal use and care for as long as you, the original customer, owns and uses the product.

Normal use is defined as the equivalent of a single shift, 40 hour work week. In the event that a product is used more than normal use, the applicable warranty period will be reduced to 12 years and items that fall under different warranty limitations, as listed below, will be reduced to one-third (ex: Wood chair frames will be 4 years instead of 12 years). National, at its option, will repair or replace with comparable product any product, part or component shipped after September 1, 2000, if the claim is eligible under the conditions of this warranty.

Limitations

Twelve Years	Wood Chair Frames
Ten Years	Seating Controls, Wood Veneers and Laminates
Five Years	High wear parts such as: Electrical Components, Polymer Based Components, Pneumatic Cylinders, Swivel Arm Pads, Casters, Chair Glides, Textiles, Foam, Covering Materials and Decorative Trim

Exceptions: Boardwalk, Cachet, Russo, Stardust and Strand upholstery offer a 3 year warranty

Exclusions

This warranty does not apply to:

- Damage caused by a carrier
- Normal wear and tear which is to be expected during the period of ownership
- Appearance, durability, quality, behavior, colorfastness or any other attribute of COM (Customer's Own Materials) or any other non-standard National material (including Maharam, Momentum and of stinson) specified by the customer after application to a National product
- Color, grain or texture of wood, laminate and other covering materials
- Non-compliance with installation and maintenance instructions
- Damages or failures resulting from modifications, alterations, misuse, abuse or negligence of our products

Gotcha™ 24 Hour Use Seating

Warranty on Gotcha 24 Hour Use models is 5 years from date of purchase for seating controls and pneumatic cylinders and 2 years from date of purchase for casters, textiles and foam.

Engineer-to-Order Products

National warrants all Engineer-to-Order products to be free from defects in workmanship given normal use and care for 3 years of single shift service.

Finish Warranty

Minor variations in finish color may occur due to the unique texture and grain of wood.

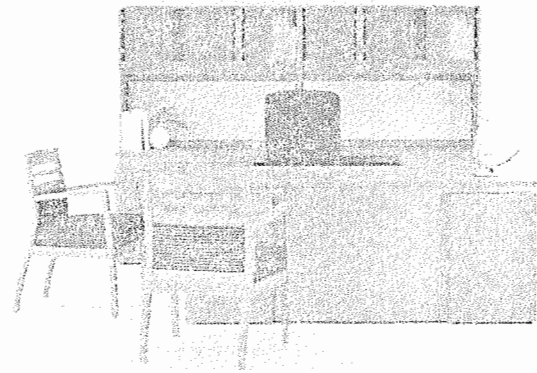
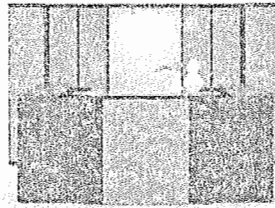
Follow these procedures to process warranty issues:

1. Contact National Customer Service (800.482.1717) and provide them with the serial number from the product in question and the purchase order number or acknowledgement number and a detailed description of the warranty issue. **Serial numbers are mandatory before the claim can be processed.**
2. Customer Service will determine and pre-approve all resolutions to the claim such as replacement units, service parts, labor and repair charges. Upon approval, resolutions will be assigned an authorization number.
3. The authorization number must be included on all invoices for reimbursement. Any unauthorized charges will not be the responsibility of National.

As the manufacturer of your furniture, we stand behind our craftsmanship and pledge to do everything we can to resolve any problems you may have within the terms of this warranty as quickly as possible.

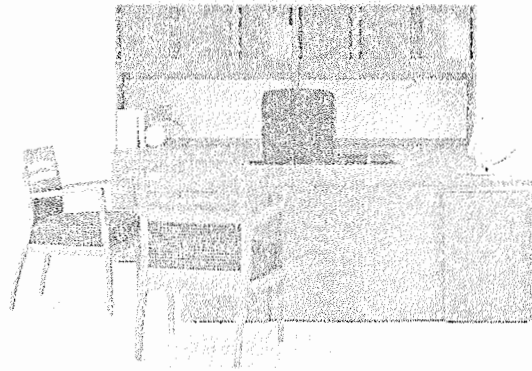
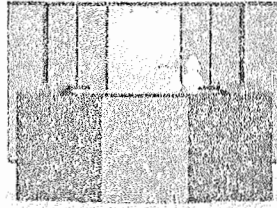
There are no other warranties except as expressly set forth here, either expressed or implied including any warranty of merchantability or fitness for any particular purpose. We exclude and will not pay consequential or incidental damages under this warranty.

National Office Furniture
1205 Kimball Boulevard
Jasper, Indiana 47549
800.482.1717
Fax 812.482.8800
www.NationalOfficeFurniture.com



Division	Region	Description	District Manager
30 - North	300	New England (Eastern Massachusetts/Greater Boston area)	Susannah Bowers
30 - North	300	New England (Rhode Island; some coverage of Eastern Massachusetts)	Anne Hefferman
30 - North	300	New England (Maine, Vermont, New Hampshire; some coverage of greater Eastern Massachusetts)	Andy Wilson
30 - North	301	New York City, NY (also, Nassau and Suffolk counties--'Long Island')	Timothy Gallagher
30 - North	301	New York City, NY	OPEN
30 - North	302	Northern New Jersey (Mercer and Monmouth counties, and points north)	OPEN
30 - North	302	Northern New Jersey (Mercer and Monmouth counties, and points north)	Jennifer Faber
30 - North	303	West Massachusetts; Connecticut; Orange County, NY	Harry Greenfield
30 - North	304	Upstate [Northern] New York (does NOT include Orange, Putnam, Dutchess or Westchester counties)	Halina Blaszkowiak
30 - North	305	Eastern Pennsylvania; Delaware; Southern New Jersey (Burlington and Ocean counties, and points sou	Mike Bradley
30 - North	305	Eastern Pennsylvania; Delaware; Southern New Jersey (Burlington and Ocean counties, and points sou	Pamela Sullivan
31 - East Central	306	Northern Virginia (Reston, Chantilly, Dulles, Fairfax, Tysons Corner down to Fredericksburg, out to Wir	DanThanh Dang
31 - East Central	306	Maryland; shares District of Columbia w/ Ellen NeSmith. Covers OMW.	Anna Severn
31 - East Central	307	Virginia (Richmond, Charlottesville, Roanoke)	Todd Holdcraft
31 - East Central	307	SE Virginia (Williamsburg, Hampton, Newport News, Tidewater--VA Beach, Chesapeake, Norfolk, Suffo	Salina Traynham
31 - East Central	308	Ohio (Columbus, Findley)	Betsy Stewart
31 - East Central	309	Ohio (Cleveland, Youngstown, Akron)	Kirt Bachman
31 - East Central	310	Michigan (Detroit and points north; Grand Rapids, East Lansing, Ann Arbor, Traverse City)	Bill Bock
31 - East Central	310	Michigan (Detroit and points south); Toledo and Midland, Ohio	Dan LaParl
31 - East Central	311	Ohio (Cincinnati, Dayton); West Virginia (Charleston, Huntington, Beckley, Parkersburg). Northern KY,	Sue Burghard
31 - East Central	312	Northern Indiana (Indianapolis, Terre Haute, Ft. Wayne, South Bend, Bloomington)	Bob Williams
31 - East Central	314	Pennsylvania (Pittsburgh, Erie); Northern West Virginia (Wheeling, Morgantown, Fairmont, Clarksburg)	Rob Karl
32 - South	320	Georgia (Atlanta; central and southern GA)	Victor Greene
32 - South	320	Alabama (ALL except Mobile)	Katie Matkosky
32 - South	320	Georgia (Atlanta; northern, eastern western GA); Eastern Tennessee (Chattanooga, Knoxville)	Chris Watson
32 - South	321	Southeast Florida	Michael Migatz
32 - South	321	Central Florida (Tampa and Orlando)	Jeff Overton
32 - South	322	Northern Florida (Jacksonville, Gainesville, Tallassee, Pensacola, Panama City); Mobile, AL	Taylor Frier
32 - South	322	Central Florida (Tampa and Orlando)	Jeff Overton
32 - South	322	Central FL (Orlando, Daytona Beach, Melbourne, Gainesville, Ocala)	Bob Walsh
32 - South	323	Louisiana; Mississippi	Adam Graff
32 - South	324	Tennessee (with the exception of the eastern part, such as Chattanooga and Knoxville)	Jennie Tatum
32 - South	326	North Carolina (all, except the southern tip of NC, such as Charlotte and Asheville)	Grayson Fitz
32 - South	327	South Carolina; North Carolina (southern part, such as Charlotte and Asheville)	OPEN
32 - South	327	South Carolina; Charlotte, North Caroline	Denise Zoratti-Hill
32 - South	328	Kentucky; Southern Indiana (Jasper and south area, such as Evansville)	Lisa DeFreese
32 - South	380	Caribbean	Jeff Overton

33 - West Central	313	Chicago, IL; Northwest Indiana (Lake and Porter counties)	Mike Cebry
33 - West Central	313	Chicago, IL; Northeastern Iowa (with the exception of Dubuque)	Randy Furio
33 - West Central	333	Kansas; Western Missouri (Kansas City) & St. Joseph, MO	Genee Hayden
33 - West Central	334	Missouri; Southern Illinois	Steve Levers
33 - West Central	334	Missouri; Southern Illinois	Dawn Sweatt
33 - West Central	335	Nebraska; Iowa; South Dakota	Martin Thoendel
33 - West Central	336	Wisconsin (greater Madison area: south to Janesville; IL/IA borders, also including Dubuque in Iowa)	Kevin Carmody
33 - West Central	336	Wisconsin (greater Milwaukee area: south to IL border; west to, but not including, Madison; north to,	Jennifer Drake
33 - West Central	338	North Dakota; Minnesota; portion of western Wisconsin	Paul Preston
33 - West Central	358	Colorado (Denver area and points north; Ft. Collins, Wyoming)	Colette (Coco) Koch
33 - West Central	358	Colorado (Denver area and points south; Fort Carson, Colorado Springs, Pueblo)	Jenn Vitella
34 - South Central	330	Houston, TX	Jessica Barrios
34 - South Central	325	Arkansas; Oklahoma	Brenda Smith
34 - South Central	330	Houston, TX	Cynthia Flores
34 - South Central	330	Houston, TX	Babbie Patin
34 - South Central	331	South Texas	Kim Zeiler
34 - South Central	332	North Texas	Gwyn Strassel
34 - South Central	332	North TX (Dallas / Ft. Worth), West TX (Amarillo, Lubbock, Midland/Odessa, San Angelo)	Linda Barry
34 - South Central	332	North Texas	Amy Whitten
34 - South Central	339	New Mexico; El Paso, TX	OPEN
34 - South Central	350	Arizona; Las Vegas, NV	Mike Neis
35 - West	351	San Diego, CA	Linda Anderson
35 - West	351	Southern California	Charlene Morien
35 - West	351	Los Angeles/Southern California	Ann Fitzpatrick
35 - West	353	Los Angeles, CA	Kaylee Moroski
35 - West	354	Sacramento, CA; Reno, NV	Lyndee Cook
35 - West	355	San Francisco/Bay Area, California	Sheila Crow
35 - West	355	San Francisco/Bay Area, California	Paula Fierros
35 - West	356	Utah; Montana; Idaho	Connie Pinnell
35 - West	357	Washington, Oregon	Jennifer Teckenburg
37 - Canada	376	East Canada	Paula Phillips
37 - Canada	376	East Canada	Giovanna Ippolito
37 - Canada	377	West Canada	Sam Jenkins
38 - International	386	EMEA (Europe, Middle East, Africa)	Independent Reps (EMEA)





Live Report : NATIONAL OFFICE FURNITURE, INC.

D-U-N-S® Number: 13-913-7611
Trade Names: (SUBSIDIARY OF KIMBALL FURNITURE GROUP, INC., JASPER, IN)
Endorsement/Billing Reference: angela.mundy@kimball.com

D&B Address		Added to Portfolio: 08/02/2010	
Address 1600 Royal St Jasper, IN, US - 47549	Location Type Single (Subsidiary)	Last View Date: 07/06/2015	
Phone 812 482-1600	Web www.furniture.kimball.com	Endorsement : angela.mundy@kimball.com	
Fax			

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®		75	Paying 8 days past due
Commercial Credit Score Class		1	Low Risk of severe payment delinquency.
Financial Stress Score Class		2	Low to Moderate Risk of severe financial stress.
Credit Limit - D&B Conservative		1,000,000.00	Based on profiles of other similar companies.
D&B Rating		1R3	1R indicates 10 or more Employees, Credit appraisal of 3 is fair

D&B Company Overview

This is a single (subsidiary) location

Mailing Address	PO BOX 460 JASPER,IN47549
Chief Executive	RICHARD FASSAR, V PRES
Year Started	1950
Management Control	2008
Employees	1200
SIC	5712
Line of business	Ret furniture
NAICS	442110
History Status	CLEAR

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months
There is not sufficient reporting trading activity to generate 3 months Days Beyond Terms (a minimum of 3 trade experiences from at least 2 suppliers)

Recent Derogatory Events

	Mar-15	Apr-15	May-15
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

FirstRain Company News

This Company is not currently tracked for Company News

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	0	-

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Corporate Linkage

This is a **Single (Subsidiary)** location

NATIONAL OFFICE FURNITURE, INC.
Jasper, IN
D-U-N-S® Number 13-913-7611

The Domestic Ultimate is
KIMBALL INTERNATIONAL, INC.
JASPER
D-U-N-S® Number 00-636-5803

The Parent Company is
KIMBALL FURNITURE GROUP, INC.
Indiana
D-U-N-S® Number 79-473-2313

Corporate Linkage

Domestic Ultimate

Company	City, State	D-U-N-S® NUMBER
KIMBALL INTERNATIONAL, INC.	JASPER, Indiana	00-636-5803

Parent

Company	City, State	D-U-N-S® NUMBER
KIMBALL FURNITURE GROUP, INC.	JASPER, Indiana	79-473-2313

Predictive Scores

Currency: Shown in USD unless otherwise indicated

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Lowest Risk:1

Highest Risk:9

3

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 3 have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked 3: **15 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

3

Portfolio Comparison

Lowest Risk:1

Highest Risk:9

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked 3 within this model segment have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked 3 with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

C

Data Depth Indicator

Predictive Data:A

Descriptive Data:G

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✗ No Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

Z

Company Profile

Subsidiary

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the D&B Rating Key

D&B Rating : **1R3**

Number of employees: **1R** indicates **10 or more** employees
Composite credit appraisal: **3** is fair

The 1R and 2R ratings categories reflect company size based on the total number of employees for the business. They are assigned to business files that do not contain a current financial statement. In 1R and 2R Ratings, the 2, 3, or 4 creditworthiness indicator is based on analysis by D&B of public filings, trade payments, business age and other important factors. 2 is the highest Composite Credit Appraisal a company not supplying D&B with current financial information can receive.

Below is an overview of the company's rating history since 08-21-2008

Number of Employees Total: 1,200

D&B Rating	Date Applied
1R3	08-21-2008

Payment Activity: (based on 21 experiences)
Average High Credit: 4,300

Highest Credit: 45,000
Total Highest Credit: 57,350

D&B Credit Limit Recommendation

Conservative credit Limit 1,000,000
Aggressive credit Limit: 1,000,000

Risk category for this business : **LOW**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files. The Financial Stress Class of 2 for this company shows that firms with this class had a failure rate of 0.09% (9 per 10,000), which is lower than the average of businesses in D & B's database

Financial Stress Class : 2 (Lowest Risk:1; Highest Risk:5)

Lower than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.09 %** (9 per 10,000)
Financial Stress National Percentile : **69** (Highest Risk: 1; Lowest Risk: 100)
Financial Stress Score : **1512** (Highest Risk: 1,001; Lowest Risk: 1,875)
Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

Composite credit appraisal is rated fair.
Low proportion of satisfactory payment experiences to total payment experiences.
High number of inquiries to D & B over last 12 months.
Limited time under present management control

Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.

The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.

The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.

The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	69
Region: EAST NORTH CENTRAL	50
Industry: GENERAL RETAIL	49
Employee range: 500+	61
Years in Business: 6-10	43

This Business has a Financial Stress Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Lower risk than other companies in the same employee size range.

Lower risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms). The Credit Score class of 1 for this company shows that 1.1% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class : 1 Lowest Risk:1;Highest Risk :5

Incidence of Delinquent Payment

Among Companies with this Classification: **1.10 %**
Average compared to businesses in D&B's database: **10.20 %**
Credit Score Percentile : **91** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **581** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

Higher risk industry based on delinquency rates for this industry
Limited time under present management control

Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.

The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.

The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.


The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	91
Region: EAST NORTH CENTRAL	54
Industry: GENERAL RETAIL	49
Employee range: 500-38527	84
Years in Business: 6-10	43

This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.


Trade Payments

Currency: Shown in USD unless otherwise indicated 

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX is 75 Equal to 8 days beyond terms (Pays same as the average for its industry of 8 days beyond terms)
Industry Median is 75 Equal to 8 days beyond terms
Payment Trend currently is  Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	21
Payments Within Terms (not weighted)	70 %
Trade Experiences with Slow or Negative Payments(%)	28.57%
Total Placed For Collection	0
High Credit Average	4,300
Largest High Credit	45,000
Highest Now Owing	2,500
Highest Past Due	1,000

D&B PAYDEX® : 75  (Lowest Risk:100; Highest Risk:1)

When weighted by amount, payments to suppliers average 8 days beyond terms

3-Month D&B PAYDEX® : 76  (Lowest Risk:100; Highest Risk:1)

Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 6 days beyond terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Ret furniture , based on SIC code 5712 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	8/14	9/14	10/14	11/14	12/14	1/15	2/15	3/15	4/15	5/15	6/15	7/15
This Business	74	73	73	70	70	70	70	73	73	73	75	75
Industry Quartiles												
Upper	.	78	.	.	78	.	.	78	.	.	78	.
Median	.	75	.	.	76	.	.	75	.	.	75	.
Lower	.	71	.	.	70	.	.	71	.	.	70	.

Current PAYDEX for this Business is 75 , or equal to 8 days beyond terms
The 12-month high is 75 , or equal to 8 DAYS BEYOND terms

The 12-month low is 70 , or equal to 15 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Ret furniture , based on SIC code 5712 .

Previous Year	09/13 Q3'13	12/13 Q4'13	03/14 Q1'14	06/14 Q2'14
This Business	74	73	72	72
Industry Quartiles				
Upper	79	79	79	79
Median	77	77	76	76
Lower	71	71	71	70

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 75 , or equal to 8 days beyond terms
 The present industry median Score is 75 , or equal to 8 days beyond terms
 Industry upper quartile represents the performance of the payers in the 75th percentile
 Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

\$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	0	0	0%
50,000-100,000	0	0	0%
15,000-49,999	1	45,000	100%
5,000-14,999	1	5,000	0%
1,000-4,999	3	3,000	17%
Under 1,000	6	2,900	74%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 21 payment experience(s) in D&Bs file for the most recent 24 months, with 12 experience(s) reported during the last three month period.

The highest **Now Owes** on file is 2,500 . The highest **Past Due** on file is 1,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Rev'd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 31-60 61-90 90> (%) (%) (%)			
Top Industries								
Nonclassified	2	1,500	1,000	0	33	67	0	0
Whol computers/softwr	1	45,000	45,000	100	0	0	0	0
Mfg wood home furn	1	5,000	5,000	0	100	0	0	0
Whol industrial equip	1	1,000	1,000	0	100	0	0	0
Whol piece goods	1	1,000	1,000	50	50	0	0	0
Local truck w/storage	1	750	750	100	0	0	0	0
Whol industrial suppl	1	500	500	100	0	0	0	0
Whol metal	1	500	500	50	50	0	0	0
Mfg public bldg furn	1	250	250	100	0	0	0	0
Whol service paper	1	250	250	100	0	0	0	0

Trucking non-local	1	100	100	100	0	0	0	0
Lithographic printing	1	50	50	100	0	0	0	0
Other payment categories								
Cash experiences	6	950	750					
Payment record unknown	2	500	250					
Unfavorable comments	0	0	0					
Placed for collections	0	N/A	0					
Total in D&B's file	21	57,350	45,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
06/15	Ppt	250	250	0		1 mo
	Slow 25	5,000	250	250	N30	2-3 mos
	(003)	0	0	0	Cash account	2-3 mos
05/15	Ppt	45,000	2,500	0	N30	1 mo
	Ppt	250	0	0		1 mo
	Ppt	100	0	0		2-3 mos
	Ppt-Slow 30	1,000	0	0	N30	1 mo
	Ppt-Slow 30	500	0	0	1 15 N30	4-5 mos
04/15	Ppt	50				1 mo
	Slow 30	500	250	250	N30	4-5 mos
	Slow 30	1,000	1,000	1,000	N30	4-5 mos
	(012)	250	0	0	N30	6-12 mos
	(013)	50			Cash account	1 mo
02/15	(014)	50			Cash account	4-5 mos
07/14	(015)	50			Cash account	1 mo
05/14	(016)	750			Cash account	1 mo
04/14	(017)	50			Cash account	1 mo
03/14	(018)	250	0	0		4-5 mos
09/13	Ppt	750	0	0		6-12 mos
08/13	Slow 30	1,000	0	0	N30	6-12 mos
06/13	Ppt	500	0	0		6-12 mos

Payments Detail Key: 📅 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

A check of D&B's public records database indicates that no filings were found for NATIONAL OFFICE FURNITURE, INC. at 1600 Royal St , Jasper IN

D&B's extensive database of public record information is updated daily to ensure timely reporting of changes and additions. It includes business-related suits, liens, judgments, bankruptcies, UCC financing statements and business registrations from every state and the District of Columbia, as well as select filing types from Puerto Rico and the U.S. Virgin Islands.

D&B collects public records through a combination of court reporters, third parties and direct electronic links with federal and local authorities. Its database of U.S. business-related filings is now the largest of its kind.

Government Activity

Activity summary


Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

History & Operations

Currency: Shown in USD unless otherwise indicated 

Company Overview

Company Name:	NATIONAL OFFICE FURNITURE, INC.
Doing Business As :	(SUBSIDIARY OF KIMBALL FURNITURE GROUP, INC., JASPER, IN)
Street Address:	1600 Royal St Jasper , IN 47549
Mailing Address:	PO Box 460 Jasper IN 47549
Phone:	812 482-1600
URL:	http://www.furniture.kimball.com
History	Is clear
Present management control	7 years

History

The following information was reported: **07/06/2015**

Officer(s): RICHARD FASSAR, V PRES
DON BANWINKLE, V PRES
KEVIN MCCOY, V PRES

DIRECTOR(S) : THE OFFICER(S)

The Delaware Secretary of State's business registrations file showed that National Office Furniture, Inc., was registered as a Corporation on July 25, 1969.

Business started 1950. Present control succeeded 2008. 100% of capital stock is owned by Parent Company. RICHARD FASSAR. Antecedents are unknown.

DON BANWINKLE. Antecedents are unknown.
KEVIN MCCOY. Antecedents are unknown.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF
Jan 21 2012

Registered Name: NATIONAL OFFICE FURNITURE, INC.
Business type: CORPORATION
Corporation type: NOT AVAILABLE
Date incorporated: Jul 25 1969
State of incorporation: DELAWARE
Filing date: Jul 25 1969
Registration ID: 0722101
Status: STATUS NOT AVAILABLE
Where filed: SECRETARY OF STATE/CORPORATIONS DIVISION , DOVER , DE
Registered agent: CORPORATION SERVICE COMPANY , 2711 CENTERVILLE ROAD SUITE
400 , WILMINGTON , DE , 198080000

Operations

07/06/2015

Subsidiary of KIMBALL FURNITURE GROUP, INC., JASPER, IN.

Retails furniture, specializing in office furniture (100%).

Description: ADDITIONAL TELEPHONE NUMBER(S): Facsimile (Fax) 812 482-8020. Toll-Free 800 482-1717.

Terms are Net 30 days. Sells to commercial concerns. Territory : International.

Nonseasonal.

Employees: 1,200 which includes officer(s) and 2 part-time.

Facilities: Owns 200,000 sq. ft. on 1st floor of a two story cinder block building.

Location: Industrial section on main street.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

5712 9904 Office furniture

NAICS:

442110 Furniture Stores

Financials

Company Financials: D&B

Additional Financial Data

As of January 8, 2015, attempts to contact the management of this business have been unsuccessful. Outside sources confirmed name and location.

As of January 8 2015 a search of Dun & Bradstreets Public Record database found no open suits, liens, judgements or UCCs to which National Office Furniture, Inc. at 1205 Kimball Blvd, Jasper IN was named defendant or debtor. Public records received hereafter will be entered into the database and will be included in reports which contain a Public Filings section.

Request Financial Statements

Requested financials are provided by NATIONAL OFFICE FURNITURE, INC. and are not DUNSRight certified.

Key Business Ratios

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments

12

Industry Norms Based On 12 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	UN	3.7	UN
Return on Net Worth %	UN	10.9	UN
Short-Term Solvency			
Current Ratio	UN	2.2	UN
Quick Ratio	UN	0.7	UN
Efficiency			
Assets to Sales %	UN	64.5	UN
Sales / Net Working Capital	UN	5.2	UN
Utilization			
Total Liabilities / Net Worth (%)	UN	78.5	UN

UN = Unavailable

null

View Snapshots

View Snapshots

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

Days Beyond Terms - Past 3 & 12 Months

There is not sufficient reported trading activity to generate 3 month Days Beyond Terms (a minimum of 3 trade experiences from at least 2 companies).

12 months from Aug 14 to Jul 15



Dollar-weighted average of 5 payment experiences reported from 5 companies

Derogatory Events Last 11 Months from Jul 14 to May 15

No Derogatory trade Event has been reported on this company for the past 13 Months

Total Amount Current and Past Due - 11 month trend from Jul 14 to May 15

Status	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15
Total	0	6,969	14,304	12,203	17,944	14,868	10,402	43,281	24,882	31,055	3,110
Current	-	6,969	14,304	11,143	17,944	14,868	10,402	43,239	24,261	31,055	3,110
1-30 Days Past Due	-	-	-	1,060	-	-	-	42	621	-	-
31-60 Days Past Due	-	-	-	-	-	-	-	-	-	-	-
61-90 Days Past Due	-	-	-	-	-	-	-	-	-	-	-
90+ Days Past Due	-	-	-	-	-	-	-	-	-	-	-

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

19th

day of January

20 17

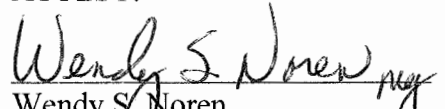
the following, among other proceedings, were had, viz:

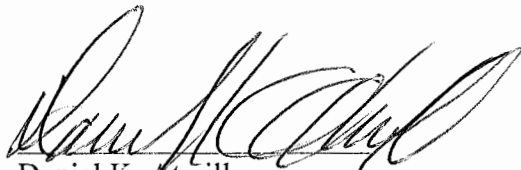
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Cooperative Contract 3-161115TV to purchase two (2) 2017 GMC Canyon 4x4 Crew Cab Pickup Trucks from Lou Fusz Buick GMC of St. Louis, MO and dispose of two (2) 2005 Ford Explorers, asset tags 15111 and 15113.

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 and Request for Disposal Forms.

Done this 19th day of January, 2017.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 1/6/2017

Fixed Asset Tag Number: 15111

Description of Asset: 2005 Ford Explorer

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

Other Information (Serial number, etc.): VIN #1FMZU72K3ZA65944

Condition of Asset: Fair

Reason for Disposition: Age, mileage and type of vehicle for use

Location of Asset and Desired Date for Removal to Storage: County Parking Lot; after we receive replacement vehicle

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 2045 RM-Design & Construction

Signature *Angelle Westcott*

To be Completed by: AUDITOR

Original Acquisition Date 6-6-05

G/L Account for Proceeds 2045-3835 HA

Original Acquisition Amount \$22,100.00

Original Funding Source 2741

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 31-2017

Date Approved 1-19-17

Signature *Dan Stubbins*

RECEIVED

JAN 06 2016

BOONE COUNTY AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 1/6/2017

Fixed Asset Tag Number: 15113

Description of Asset: 2005 Ford Explorer

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

RECEIVED

Other Information (Serial number, etc.): VIN #1FMZU72K15ZA65943

JAN 06 2016

Condition of Asset: Fair

BOONE COUNTY AUDITOR

Reason for Disposition: Age and mileage

Location of Asset and Desired Date for Removal to Storage: County Parking Lot; after we receive replacement vehicle

Was asset purchased with grant funding? YES NO

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

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

Dept Number & Name: 1720 Building Codes

Signature *Hele McFrost*

To be Completed by: AUDITOR

Original Acquisition Date 6-6-05

G/L Account for Proceeds 1720-3835 HA

Original Acquisition Amount \$22,100.00

Original Funding Source 2731

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 31-2017

Date Approved 1-19-17

Signature *[Signature]*

31-2017

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: January 10, 2017
RE: Cooperative Contract: 3-161115TV – GMC Canyon Pickup Trucks for Resource Management

Resource Management requests permission to utilize the Missouri Department of Transportation cooperative contract 3-161115TV – *Light Duty Vehicles* with Lou Fusz Buick GMC of St. Louis, Missouri to purchase two (2) GMC Canyon 4x4 Crew Cab Pickup Trucks.

Total cost of contract is \$64,099.70 and will be paid from department 2045 – RM – Design & Construction, 1720 – Building Codes, account 92400 – Replacement Auto / Trucks. \$73,860 was budgeted for the two trucks.

The Purchasing Department requests permission to dispose of the following surplus by auction:

2005 Ford Explorer, fixed asset tag 15113
2005 Ford Explorer, fixed asset tag 15111

Attached are the Disposal Forms for signature.

cc: Kelle Westcott, Resource Management
Contract File

**PURCHASE AGREEMENT
FOR
(2) New 2017 GMC Canyon 4x4 Crew Cab Pickup Trucks
for the Boone County Resource Management Department**

THIS AGREEMENT dated the 19th day of January 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Lou Fusz Buick GMC**, 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 two (2) new 2017 GMC Canyon 4x4 Crew Cab Pickup Truck in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-161115TV**, quote per Brad Matheny 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 Missouri Department of Transportation Contract **3-161115TV** 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 two (2) of the following:

	<u>Qty.</u>	<u>Unit Price</u>
2017 GMC Canyon Crew Cab Pickup Truck	1	\$22,282.00
Option 2B – V6 Engine	1	\$0.00
Option 2D – Limited Slip Rear End	1	\$0.00
Option 2E – Blue Tooth Radio	1	\$0.00
Option 2G – 4x4 in lieu of 4x2	1	\$9,051.00
Option 2X – Trailer tow package	1	\$202.50
Option 2Y – Spray-in bedliner	1	\$384.75
Option 2Z – All weather floor mats	1	\$129.60
Delivery Fee		\$0.00
TOTAL PER PICKUP TRUCK		\$32,049.85

Exterior Color: Summit White

Interior Color: Tan

GRAND TOTAL FOR TWO (2) PICKUP TRUCKS **\$64,099.70**

3. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 60-90 days after receipt of order. Delivery shall be to Boone County Public Works Department, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201.

4. **Title** – Title in the name of: Boone County Resource Management. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management Department, Attn: Kelle Westcott, 801 E. Walnut, Room 315, Columbia, MO 65201 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:

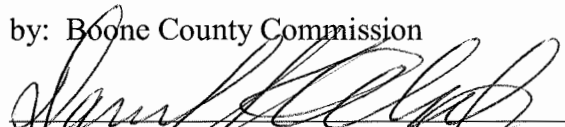
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

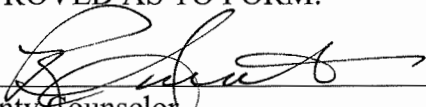
LOU FUSZ BUICK GMC

by 
title Fleet manager

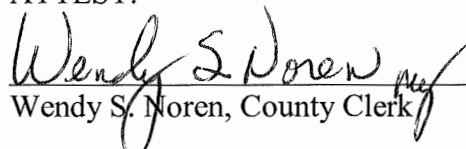
BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

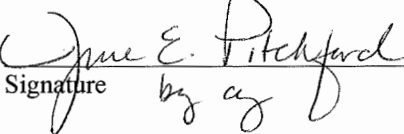

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature by ag D

1/11/17
Date

2045, 1720 / 92400 - \$64,099.70

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.
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.



MODOT

Please except the following 2017 Model Year MODOT Contract #3-161115TV on the following vehicle...

MODOT Item #2 – 2017 GMC Canyon Crew Cab

Base Item 2 = \$22282.00 – 4x2 Crew Cab Canyon

Item 2B \$0 – V6 Engine is standard with 4x4

Item 2D \$0 – Limited Slip rear end is standard with 4x4

Item 2E \$0 – Blue Tooth Radio is standard with SLE Eq

Item 2G \$9051.00 – 4x4 in lieu of 4x2

Item 2X \$202.50 – (MSRP \$250 less 19%) trailer tow package

Item 2Y \$384.75 – (MSRP \$475 less 19%) spray in bedliner

Item 2Z \$129.60 – (MSRP \$160 less 19%) all weather floor mats

TOTAL = \$32049.85

Thanks

Brad Matheney
Commercial Truck Manager
Lou Fusz GMC & Commercial Network
10950 Page Ave
St Louis, MO 63132
Office (314)595-2780
Cell (314)565-0112
Fax (314)595-2950
brad.matheney@fusz.com

10950 Page Blvd., St. Louis, MO 63132 • Phone (314) 595-2700



GMC
TRUCKS



TOYOTA



SUBARU



Prepared By:
administrator

2017 Fleet/Non-Retail GMC Canyon 4WD Crew Cab 128.3" SLE T2N43

WINDOW STICKER

2017 GMC Canyon 4WD Crew Cab 128.3" SLE
3.6L/- TBD - CID Gas V6
* 8-Speed Automatic

Interior: - No color has been selected.
Exterior 1: - No color has been selected.
Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
T2N43	2017 GMC Canyon 4WD Crew Cab 128.3" SLE	\$35,175.00
OPTIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
LGZ	ENGINE, 3.6L DI DOHC V6 VVT	\$0.00
M5T	TRANSMISSION, 8-SPEED AUTOMATIC	\$0.00
C5J	GVWR, 6000 LBS. (2722 KG)	INC
GU6	REAR AXLE, 3.42 RATIO	INC
4LE	SLE PREFERRED EQUIPMENT GROUP	\$0.00
Q5W	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) BLADE SILVER METALLIC CAST ALUMI	\$0.00
QHR	TIRES, P255/65R17 ALL-SEASON, BLACKWALL	\$0.00
ZY1	SOLID PAINT	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AR7	SEATS, FRONT BUCKET	\$0.00
H0U	JET BLACK, CLOTH SEAT TRIM	\$0.00
IO5	AUDIO SYSTEM, 8" DIAGONAL COLOR TOUCH SCREEN WITH INTELLILINK, A	\$0.00
Z82	TRAILERING PACKAGE	\$250.00
CGN	BEDLINER, SPRAY-ON, BLACK WITH GMC LOGO	\$475.00
VAV	LPO, ALL-WEATHER FLOOR MATS	\$160.00
R9Y	FLEET FREE MAINTENANCE CREDIT.	-\$67.50
	SUBTOTAL	\$35,992.50

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 470.0, Data updated 12/22/2016
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Customer File:

Prepared By:
administrator

2017 Fleet/Non-Retail GMC Canyon 4WD Crew Cab 128.3" SLE T2N43

WINDOW STICKER

Advert/Adjustments	\$0.00
Destination Charge	\$940.00
TOTAL PRICE	\$36,932.50

Est City: 17.00 mpg

Est Highway: 24.00 mpg

Est Highway Cruising Range: 504.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 470.0, Data updated 12/22/2016
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Customer File:

Missouri Department of Transportation
RFB 3-161115TV Light Duty Vehicles
Multiple Award

ITEM # 2 - New standard equipped 2017 or Newer Compact 4 x 2 Crew Cab

	VENDORS						
	Don Brown Chevrolet		Lou Fusz Chevrolet	Lou Fusz GMC	Putnam Chevrolet	Roberts Chevrolet Buick	W-K Chevrolet
MAKE/MODEL	Chevrolet / Colorado Crew CAB	Chevrolet / Colorado Crew Cab	Chevrolet Colorado	GMC Canyon	Chevrolet Colorado	Chevrolet / Colorado	Chevrolet Colorado
GVWR	5500	5800	5500	5500	5,500	5500	5500
GAS MPG CITY / HWY	20 / 27	18 / 26	20/27	20/27	20/27	20/27	20/27
E-85 Compatible (Y/N)	N	N	N	N	N	N	N
Engine Size/HP	2.5 / 200	3.6 / 308	2.5 / 200	2.5 / 200	2.5L / 200	2.5 / 200	2.5 / 200
Tire Size	P265-70-R16	P265-70-R16	P265/65R17C	P265/65R17	P265/70R16	P265/70R16	P265/70R16
Bed Length	61.7"	74"	61"	61"	5	61.7"	61.7"
BASE PRICE	\$ 22,511.00	\$ 24,047.00	\$ 21,958.00	\$ 22,282.00	\$ 22,471.00	\$ 22,645.00	\$ 25,375.00
OPTION 2A Ext. Color Highway Yellow	\$ 678.00	\$ 678.00	\$ -	\$ -	\$ 280.00	\$ 270.00	\$ 304.00
OPTION 2B Alt. Larger Gas Engine (State Size/HP)	\$ 1,280.00	\$ -	\$ 1,124.00	\$ 1,124.00	\$ 1,270.00	\$ 1,246.00	\$ 1,319.00
OPTION 2C Cab Steps / Running Boards	\$ 594.00	\$ 594.00	\$ 615.00	\$ 615.00	\$ 350.00	\$ 607.50	\$ 644.00
OPTION 2D Limited Slip Rear Axle	\$ 296.00	\$ 296.00	\$ 295.00	\$ 295.00	\$ 300.00	\$ 292.50	\$ 310.00
OPTION 2E Bluetooth Capability	\$ 345.00	\$ 345.00	\$ 341.00	\$ 341.00	\$ 350.00	\$ 337.50	\$ 380.00
OPTION 2F Additional Key Set	\$ 36.00	\$ 36.00	\$ 18.00	\$ 18.00	\$ 40.00	\$ 45.00	\$ 20.00
OPTION 2G 4WD in lieu of 2WD	\$ 4,870.00	\$ 3,610.00	\$ 5,185.00	\$ 9,051.00	\$ 4,850.00	\$ 4,870.00	\$ 3,436.00
% of Discount Off MSRP	10%	10%	17%	19%	10%	10%	10%
STD ARO (DAYS)	90	90	60-90	60-90	90	45-90	80

Missouri Department of Transportation
RFB 3-16115TV Light Duty Vehicles
Multiple Award
2017 Model Year

VENDORS

NAME: Blue Springs Ford Sales
CONTACT NAME: Mike Hilker
ADDRESS LINE: 3200 S. Outer Road
ADDRESS LINE: Blue Springs, MO 64015
TELEPHONE: 816-220-4608
CELLULAR PHONE: 816-896-1474
EMAIL ADDRESS: mhilker@bluespringsford.com
COOPERATIVE: YES

NAME: Bommarito Ford
CONTACT NAME: Andy Eldridge
ADDRESS LINE: 675 Dunn Rd
ADDRESS LINE: Hazelwood, MO 63042
TELEPHONE: 314-731-0911
CELLULAR PHONE: 314-561-0022
EMAIL ADDRESS: aeldridge@bommarito.net
COOPERATIVE: YES

NAME: Broadway Ford Truck Sales
CONTACT NAME: Terry Wojtowicz
ADDRESS LINE: 1506 S. 7th Street
ADDRESS LINE: St. Louis, MO 63104
TELEPHONE: 314-206-3330
CELLULAR PHONE: 314-412-9140
EMAIL ADDRESS: twojtowicz@broadwaytruck.com
COOPERATIVE: YES

NAME: Capitol Chrysler Dodge Jeep Ram
CONTACT NAME: Jeff Smith/Jerry Dunn
ADDRESS LINE: 3201 Missouri Boulevard
ADDRESS LINE: Jefferson City, MO 65109
TELEPHONE: 573-893-5000
CELLULAR PHONE: 573-673-2080
EMAIL ADDRESS: jsmith@capitolcitycars.com jdunn@capitolcars.com
COOPERATIVE: YES

NAME: Carthage Chrysler Dodge Jeep Ram
CONTACT NAME: Steve Forrester
ADDRESS LINE: 2920 Grand Street
ADDRESS LINE: Carthage, MO 64836
TELEPHONE: 417-732-2626
CELLULAR PHONE: 417-350-5083
EMAIL ADDRESS: sforrester@republicford.com
COOPERATIVE: YES

NAME: Dave Sinclair Ford
CONTACT NAME: Les Williams
ADDRESS LINE: 7466 S. Lindbergh
ADDRESS LINE: St. Louis, MO 63125
TELEPHONE: 314-892-2600
CELLULAR PHONE: 314-540-5266
EMAIL ADDRESS: lwilliams@davesinclair.com
COOPERATIVE: YES

NAME: Don Brown Chevrolet
CONTACT NAME: David Helderbrand
ADDRESS LINE: 2244 S. Kings
ADDRESS LINE: St. Louis, MO 62110
TELEPHONE: 314-333-6155
CELLULAR PHONE:
EMAIL ADDRESS: dave@donbrownchevrolet.com
COOPERATIVE: YES

NAME: Joe Machens Ford Lincoln
CONTACT NAME: Kelly Sells
ADDRESS LINE: 1911 W. Worley
ADDRESS LINE: Columbia, MO 65203
TELEPHONE: 573-445-4411
CELLULAR PHONE:
EMAIL ADDRESS: ksells@machens.com
COOPERATIVE: YES

NAME: Lou Fusz Chevrolet
CONTACT NAME: Brad Matheny
ADDRESS LINE: 5120 N Service Road
ADDRESS LINE: St. Peters, MO 63376
TELEPHONE: 314-595-2780
CELLULAR PHONE: 314-565-0112
EMAIL ADDRESS: brad.matheny@fusz.com
COOPERATIVE: YES

NAME: Lou Fusz CJD
CONTACT NAME: Michael Benz
ADDRESS LINE: 3480 Highway K
ADDRESS LINE: O'Fallon, MO 63368
TELEPHONE: 636-442-8129
CELLULAR PHONE: 636-322-8059
EMAIL ADDRESS: mike.benz@fusz.com
COOPERATIVE: YES

NAME: Lou Fusz Ford
CONTACT NAME: Tom Biehle
ADDRESS LINE: #2 Caprice Drive
ADDRESS LINE: Chesterfield, MO 63005
TELEPHONE: 636-532-9955
CELLULAR PHONE: 314-581-9711
EMAIL ADDRESS: tom.biehle@fusz.com
COOPERATIVE: YES

NAME: Lou Fusz GMC
CONTACT NAME: Brad Matheny
ADDRESS LINE: 10950 Page Avenue
ADDRESS LINE: St. Louis, MO 63132
TELEPHONE: 314-595-2780
CELLULAR PHONE: 314-565-2780
EMAIL ADDRESS: brad.matheny@fusz.com
COOPERATIVE: YES

NAME: Midway Ford Truck Center
CONTACT NAME: Kyle Mead
ADDRESS LINE: 7801 NE 38th Street
ADDRESS LINE: Kansas City, MO 64161
TELEPHONE: 816-413-3034
CELLULAR PHONE:
EMAIL ADDRESS: kyle.mead@midwaytrucks.com
COOPERATIVE: YES

NAME: Putnam Chevrolet
CONTACT NAME: Bill Campbell/Beth Tuttle
ADDRESS LINE: PO Box 168
ADDRESS LINE: California, MO 65018
TELEPHONE: 573-798-1908
CELLULAR PHONE: 573-353-3854
EMAIL ADDRESS: bill@putnamchevrolet.com; beth@putnamchevrolet.com
COOPERATIVE: YES

NAME: Republic Ford Inc.
CONTACT NAME: Steve Forrester
ADDRESS LINE: PO Box 700
ADDRESS LINE: Republic, MO 65738
TELEPHONE: 417-732-2626
CELLULAR PHONE: 417-350-5083
EMAIL ADDRESS: sforrester@republicford.com
COOPERATIVE: YES

NAME: Roberts Chevrolet Buick
CONTACT NAME: Dean J. Meier
ADDRESS LINE: 1600 E Prairie View Road
ADDRESS LINE: Platte City, MO 64079
TELEPHONE: 816-858-3200
CELLULAR PHONE: 816-564-9678
EMAIL ADDRESS: fleet@robertsco.com
COOPERATIVE: YES

NAME: Shawnee Mission Ford
CONTACT NAME: Jay Cooper
ADDRESS LINE: 11501 SMPKY
ADDRESS LINE: Shawnee, KS 66203
TELEPHONE: 913-248-2287
CELLULAR PHONE:
EMAIL ADDRESS: jay.cooper@shawneemissionford.com
COOPERATIVE: YES

NAME: W-K Chevrolet
CONTACT NAME: Kyle Weymuth
ADDRESS LINE: 3310 W. Broadway Blvd.
ADDRESS LINE: Sedalia, MO 65301
TELEPHONE: 660-826-8320
CELLULAR PHONE: 660-221-3502
EMAIL ADDRESS: kyle.weymuth@wkchevy.com
COOPERATIVE: YES

Missouri Department of Transportation
RFB 3-161115TV Light Duty Vehicles
2017 Model Year Renewal Pricing

VENDORS	Blue Springs Ford Sales	Bommarito Ford	Broadway Ford Truck Sales	Capitol Chrysler Dodge Jeep Ram	Carthage Chrysler Dodge Jeep Ram	Dave Sinclair	Don Brown Chevrolet	Joe Machens Ford Lincoln	Lou Fusz Chevrolet	Lou Fusz CJD	Lou Fusz Ford	Lou Fusz GMC	Midway Ford Truck Center	Putnam Chevrolet	Republic Ford Lincoln	Shawnee Mission Ford	WK Chevrolet
What MAKE(S) of vehicles are you bidding?	Ford	Ford	Ford	Ram/Dodge/Jeep/Chrysler	Chrysler/Dodge/Jeep	Ford	Chevrolet	Ford	Chevrolet	Ram/Dodge/Jeep/Chrysler	Ford	GMC	Ford	Chevrolet	Ford	Ford	Chevrolet
What is the Basic Warranty on the MAKE(S) that you are bidding?	3 Yr/36,000	3 Yr/36,000	3 Yr/ 36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000 Bumper/Bumper 5 Yr/100,00 Powertrain	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000	3 Yr/36,000
What is the Powertrain Warranty?	5 Yr/60,000	5 Yr/60,000	5 Yr/60,000	5 Yr/100,000	5 Yr/100,000	5 Yr/60,000	5 Yr/100,000	5 Yr/60,000	5 Yr/100,000	5 Yr/100,000	5 Yr/60,000	5 Yr/100,000	5 Yr/60,000	5 Yr/60,000	5 Yr/ 60,000	5 Yr/60,000	5 Yr/100,000
What is the Corrosion Protection Warranty?	5 Yr/Unlimited	5 Yr/Unlimited	5 Yr/Unlimited	60 months	5 Yr/100,000	5 Yr/Unlimited	3 Yr/36,000	5 Yr/Unlimited	3 Yr/36,000	5 Yr/100,000	5 Yr/Unlimited	3 Yr/36,000	5 Yr/Unlimited	3 Yr/36,000	5 Yr/60,000	5 Yr/Unlimited	3 Yr/36,000
What is the Roadside Assistance Warranty?	5 Yr/ 60,000	5 Yr/60,000	5 Yr/60,000	3 Yr/36,000	5 Yr/100,000	5 Yr/60,000	5 Yr/100,000	5 Yr/60,000	5 Yr/100,000	3 Yr/36,000	5 Yr/60,000	5 Yr/100,000	5 Yr/60,000	5 Yr/60,000	5 Yr/60,000	5 Yr/60,000	5 Yr/100,000

Missouri Department of Transportation
RFB 3-161115TV Light Duty Vehicles
Multiple Award
2017 Model Year

Item Description

ITEM # 1 - New standard equipped 2017 or Newer Compact 4x2 Extended Cab

ITEM # 2 - New standard equipped 2017 or Newer Compact 4x2 Crew Cab

ITEM # 3 - New standard equipped 2017 or Newer Half-Ton 4x2 Regular Cab Pickup Truck

ITEM # 4 - New standard equipped 2017 or Newer Half-Ton 4x2 Extended Cab Pickup Truck

ITEM # 5 - New standard equipped 2017 or Newer Half-Ton 4x2 Crew Cab Pickup Truck

ITEM # 6 - New standard equipped 2017 or Newer (Compact) Sport Utility Vehicle 2WD

ITEM # 7 - New standard equipped 2017 or Newer (Mid-Size) Sport Utility Vehicle 4WD or AWD

ITEM # 8 - New standard equipped 2017 or Newer AWD or 4WD Carryalls

ITEM # 9 - New standard equipped 2017 or Newer 7-Passenger Extended Mini-Van, Alternative Fuel

ITEM # 10 - New standard equipped 2017 or Newer Cargo Mini-Van

ITEM # 11 - New standard equipped 2017 or Newer Mid-Size 4-Door Sedan, Alternative Fuel

ITEM # 12 - New standard equipped 2017 or Newer Mid-Size 4-Door Sedan, Gas Engine

ITEM # 13 - New standard equipped 2017 or Newer Mid-Size 4-Door Sedan, Hybrid Engine

ITEM # 14 - New standard equipped 2017 or Newer Full Size 4-Door Sedan, Alternative Fuel

ITEM # 15 - New standard equipped 2017 or Newer Full Size 4-Door Sedan, Gas Engine

**Missouri Department of Transportation
RFB 3-161115TV Light Duty Vehicles
Multiple Award**

ITEM # 2 - New standard equipped 2017 or Newer Compact 4 x 2 Crew Cab

	VENDORS						
	Don Brown Chevrolet		Lou Fusz Chevrolet	Lou Fusz GMC	Putnam Chevrolet	Roberts Chevrolet Buick	W-K Chevrolet
MAKE/MODEL	Chevrolet / Colorado Crew CAB	Chevrolet / Colorado Crew Cab	Chevrolet Colorado	GMC Canyon	Chevrolet Colorado	Chevrolet / Colorado	Chevrolet Colorado
GVWR	5500	5800	5500	5500	5,500	5500	5500
GAS MPG CITY / HWY	20 / 27	18 / 26	20/27	20/27	20/27	20/27	20/27
E-85 Compatible (Y/N)	N	N	N	N	N	N	N
Engine Size/HP	2.5 / 200	3.6 / 308	2.5 / 200	2.5 / 200	2.5L / 200	2.5 / 200	2.5 / 200
Tire Size	P265-70-R16	P265-70-R16	P265/65R17C	P265/65R17	P265/70R16	P265/70R16	P265/70R16
Bed Length	61.7"	74"	61"	61"	5	61.7"	61.7"
BASE PRICE	\$ 22,511.00	\$ 24,047.00	\$ 21,958.00	\$ 22,282.00	\$ 22,471.00	\$ 22,645.00	\$ 25,375.00
OPTION 2A Ext. Color Highway Yellow	\$ 678.00	\$ 678.00	\$ -	\$ -	\$ 280.00	\$ 270.00	\$ 304.00
OPTION 2B Alt. Larger Gas Engine (State Size/HP)	\$ 1,280.00	\$ -	\$ 1,124.00	\$ 1,124.00	\$ 1,270.00	\$ 1,246.00	\$ 1,319.00
OPTION 2C Cab Steps / Running Boards	\$ 594.00	\$ 594.00	\$ 615.00	\$ 615.00	\$ 350.00	\$ 607.50	\$ 644.00
OPTION 2D Limited Slip Rear Axle	\$ 296.00	\$ 296.00	\$ 295.00	\$ 295.00	\$ 300.00	\$ 292.50	\$ 310.00
OPTION 2E Bluetooth Capability	\$ 345.00	\$ 345.00	\$ 341.00	\$ 341.00	\$ 350.00	\$ 337.50	\$ 380.00
OPTION 2F Additional Key Set	\$ 36.00	\$ 36.00	\$ 18.00	\$ 18.00	\$ 40.00	\$ 45.00	\$ 20.00
OPTION 2G 4WD in lieu of 2WD	\$ 4,870.00	\$ 3,610.00	\$ 5,185.00	\$ 9,051.00	\$ 4,850.00	\$ 4,870.00	\$ 3,436.00
% of Discount Off MSRP	10%	10%	17%	19%	10%	10%	10%
STD ARO (DAYS)	90	90	60-90	60-90	90	45-90	80



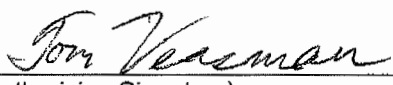
105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

**ADDENDUM 003
LIGHT DUTY VEHICLES
Request for Bid 3-161115TV**

Bidders should acknowledge receipt of Addendum 003 (THREE) by **signing and including it** with the original bid. The due date for receipt of bids remains **unchanged** by this Addendum. Accordingly, the following clarifications are believed to be of general interest to all potential bidders. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority Name: Tom Veasman Title: Sr. General Services Specialist
Contractor/Bidder Signature	Department of Transportation 
(Signature of person authorized to sign)	(Authorizing Signature)
Date Signed:	Date Signed: November 7, 2016

Clarification to Addendum 001 for Items #3, #4 and #5:

Remove language from the Specifications (as originally clarified in Addendum 001) for Items #3, #4 and #5 as follows:

Tires: (4) **6-ply light truck**, plus full size spare and wheel (Size) _____

Insert language in the Specifications for Items #3, #4 and #5 as follows:

Tires: (4) *Minimum* 6-ply light truck (Load range C), plus full size spare and wheel (Size) _____ Tire Plies _____

(If a 6 ply tire is not offered by the vehicle manufacturer as a standard tire, dealers may bid the base vehicle with either a higher ply tire offered by the vehicle manufacturer or bid to remove the standard 4 ply tires at the dealership and replace with good quality 6 ply tires. Specify as a comment in your bid what ply tires you are bidding.)

ADDENDUM 003 CONTINUED:

Clarification to ITEM # 6 - 2017 (Compact) Sport Utility Vehicle 2WD Specifications:

Remove language from the Specifications for Item #6 as follows:

Wheelbase minimum 103”

Insert language in the Specifications for Item #6 as follows:

Wheelbase minimum 101”

Clarification to ITEM # 13 - 2017 Mid-Size 4-Door Sedans, Hybrid Engine Specifications:

Remove language from the Specifications for Item #13 as follows:

Tires: (4) Manufacturer’s all-season tires plus manufacturer’s standard size spare tire and wheel (Size) _____

Insert language in the Specifications for Item #13 as follows:

Tires: (4) Manufacturer’s all-season tires plus emergency inflator kit



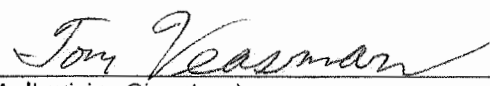
105 West Capitol Avenue
 P.O. Box 270
 Jefferson City, Missouri 65102

Missouri Department of Transportation
 Patrick K McKenna, Director

573.751.2551
 Fax: 573.751.6555
 1.888.ASK MODOT (275.6636)

**ADDENDUM 002
 LIGHT DUTY VEHICLES
 Request for Bid 3-1601115TV**

Bidders should acknowledge receipt of Addendum 002 (TWO) by **signing** and **including it** with the original bid. The due date for receipt of bids remains **unchanged** by this Addendum. Accordingly, the following clarifications are believed to be of general interest to all potential bidders. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority Name: Tom Veasman Title: Sr. General Services Specialist
Contractor/Bidder Signature	Department of Transportation 
(Signature of person authorized to sign)	(Authorizing Signature)
Date Signed:	Date Signed: November 1, 2016

Clarification to RFB/Specifications:

Remove any language from the RFB/Specifications that requires vendors to provide a 2016 model year vehicle:

REMOVE: New standard equipped 2016

Insert language in the RFB/Specifications to require vendors to provide a 2017 or newer model year vehicle:

ADD: New standard equipped 2017 or Newer



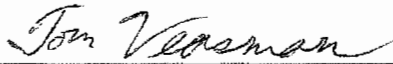
105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

**ADDENDUM 001
LIGHT DUTY VEHICLES
Request for Bid 3-1601115TV**

Bidders should acknowledge receipt of Addendum 001 (ONE) by **signing** and **including it** with the original bid. The due date for receipt of bids remains **unchanged** by this Addendum. Accordingly, the following clarifications are believed to be of general interest to all potential bidders. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority Name: Tom Veasman Title: Sr. General Services Specialist
Contractor/Bidder Signature	Department of Transportation 
(Signature of person authorized to sign)	(Authorizing Signature)
Date Signed:	Date Signed: October 31, 2016

Clarification to Specifications for Items #3, #4 and #5:

Remove this language from the Specifications for Items #3, #4 and #5:

Tires: (4) 6-ply all season, plus full size spare and wheel (Size) _____

Add this language to the Specifications for Items #3, #4 and #5:

Tires: (4) **6-ply light truck**, plus full size spare and wheel (Size) _____

BID FORM

MAILING ADDRESS:
MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES, P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	3-161115TV
DATE	October 25, 2016

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

1:00 pm., Local Time, November 15, 2016

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING EQUIPMENT.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered
Various End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Tom Veasman
BUYER EMAIL:
tom.veasman@modot.mo.gov

BUYER TELEPHONE: 573-522-4404

LIGHT DUTY VEHICLES

This Request For Bid seeks bids from qualified organizations to provide vehicles in accordance with the following pages. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following **physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109** until 1:00 p.m., November 15, 2016. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/LightDutyVehicles.htm>

Components of Agreement: The Agreement between MHTC and the successful Bidder(s) shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB and the bid submitted by the Bidder in response to the RFB. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bids to the address shown at the top of this page to the attention of the buyer. Submission of bids to the above mailing address must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **Light Duty Vehicles** to the Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 1:00 p.m. Local Time, November 15, 2016.**

RFB COORDINATOR:

Tom Veasman, Senior General Services Specialist

MAILING ADDRESS:

**Missouri Department of Transportation
P. O. Box 270
Jefferson City, MO 65102
Attn: Tom Veasman**

PHYSICAL ADDRESS:

**Missouri Department of Transportation
General Services Division
830 MoDOT Drive
Jefferson City, MO 65109**

Note that submission of bids to the above **mailing address** must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

PHONE: 573-522-4404

FAX: 573-526-6948

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of **Light Duty Vehicles** as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Vehicle Class Description
 - 5) Pricing Pages
 - 6) Vendor Information and Preference Certification Form
 - 7) Notice Of Cooperative Purchasing
 - 8) Terms and Conditions
 - 9) Pricing Entry Sheets (EXCEL Spreadsheet – Separate attachment)

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The bidder shall provide **Light Duty Vehicles** on an as needed, if needed basis for MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The bidder shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee that any unit(s) will be ordered.
- 2.1.4 Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.

2.2 Required Specifications: All vehicle bids must comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents. Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive.

2.3 Delivery Requirements:

2.3.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No vehicles will be received on Saturday, Sunday or state holidays.
- b. The prices bid herein include the delivery cost of the unit. The bidder agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

2.3.2 The contractor shall deliver the products specified herein to the following MoDOT locations:

- a. St. Joseph, Missouri 64502
- b. Macon, Missouri 63552
- c. Hannibal, Missouri 63401
- d. Lee's Summit, Missouri 64064-8002
- c. Jefferson City, Missouri 65102
- f. Chesterfield, Missouri 63017-5712
- g. Joplin, Missouri 64802
- h. Springfield, Missouri 65801
- i. Willow Springs, Missouri 65793
- j. Sikeston, Missouri 63801
- k. Other district locations as may be required

2.4 Invoicing and Payment Requirements:

- 2.4.1 Contractor – A bidder for which MoDOT has accepted their response leading to the award of a contract to them.
- 2.4.2 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.3 Each invoice should be itemized in accordance with items listed on the purchase order. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.4 The contractor shall be paid in accordance with the prices stated on the pricing pages of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.4.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.4.7 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MoDOT's rejection and shall be returned at the contractor's expense.
- 2.4.8 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

2.5 Other Award Requirements:

- 2.5.1 Original Contract Period – The award period shall commence from the date of award until the end of the 2017 model year.
- 2.5.2 Renewal Periods – MoDOT has the right, at its sole option and in its sole discretion, to extend the contract period for up to two (2) additional one-year periods, or any portion therein. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent amendments.
- 2.5.3 Escalation Clause - In the event the contractor requests a price increase during the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
 - a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, the first 3 months of a contract renewal period.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current award value.
- 2.5.4 Inspection and Acceptance: MoDOT reserves the right to inspect the unit at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- a. No equipment, supplies, and/or services received by MoDOT pursuant to an award shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MoDOT reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. MoDOT's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal or equitable remedies that MoDOT may have.

2.5.5 Net Delivered Price - the unit(s) shall be delivered complete and ready for use to the delivery destinations.

2.6 Diesel Fuel Requirements: In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/statutes/C400-499/4140000365.htm>) By submitting a response to this bid, you agree to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope/packaging clearly marked "**3-161115TV Light Duty Vehicles**". All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".

3.1.2 **In addition to a hard copy of the Pricing Sheets, bid pricing should be submitted electronically on a flash drive or CD using the EXCEL spreadsheet (Pricing Entry Sheets) provided on the website for this bid. A copy of the Pricing Entry Sheets will suffice as a hardcopy.**

3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appears to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the

procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Award:

This is a Multiple Award bid and there will be no 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility and discretion for all purchasing decisions. After award, Districts shall use the following evaluation criteria to determine the awarded contract that would provide the "lowest and best" equipment purchase option:

- a. Base and Options Costs 50 Points
- b. Warranty Coverage/Unit Features that Improve Performance, Strength, Reliability & Longevity 20 Points
- c. Location of Parts and Servicing Dealers and their Past Performance 20 Points
- d. Delivery Timeline 5 Points
- e. Other response information 5 Points

3.1.6 Cost Evaluation:

The evaluation of base and options costs will be conducted using a scale of fifty (50) possible points based upon the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Price of Bidder Being Evaluated}} \times 50 = \text{Points Awarded to Bidder Being Evaluated}$$

3.1.7 Bidder Compliance: The bidder must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.

3.1.8 Bidder Notification: Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

4. VEHICLE CLASS DESCRIPTION

MoDOT Request for Bid 3-161115TV

Class Description:

ITEM # 1 - New standard equipped 2017 Compact 4x2 Extended Cab

ITEM # 2 - New standard equipped 2017 Compact 4x2 Crew Cab

ITEM # 3 - New standard equipped 2017 Half-Ton 4x2 Regular Cab Pickup Truck

ITEM # 4 - New standard equipped 2017 Half-Ton 4x2 Extended Cab Pickup Truck

ITEM # 5 - New standard equipped 2017 Half-Ton 4x2 Crew Cab Pickup Truck

ITEM # 6 - New standard equipped 2017 (Compact) Sport Utility Vehicle 2WD

ITEM # 7 - New standard equipped 2017 (Mid-Size) Sport Utility Vehicle AWD or 4WD

ITEM # 8 - New standard equipped 2017 AWD or 4WD Carryalls

ITEM # 9 - New standard equipped 2017 7-Passenger Extended Mini-Van, Alternative Fuel

ITEM # 10 - New standard equipped 2017 Cargo Mini-Van

ITEM # 11 - New standard equipped 2017 Mid-Size 4-Door Sedan, Alternative Fuel

ITEM # 12 - New standard equipped 2017 Mid-Size 4-Door Sedan, Gas Engine

ITEM # 13 - New standard equipped 2017 Mid-Size 4-Door Sedan, Hybrid Engine

ITEM # 14 - New standard equipped 2017 Full Size 4-Door Sedan, Alternative Fuel

ITEM # 15 - New standard equipped 2017 Full Size 4-Door Sedan, Gas Engine

5. PRICING PAGES
MODOT LIGHT DUTY VEHICLES
REQUEST FOR BID 3-161115TV

What MAKE(S) of vehicles are you bidding? _____

What is the Basic Warranty on the Make(s) that you are bidding?

What is the Powertrain Warranty on the Make(s) that you are bidding?

What is the Corrosion Protection Warranty on the MAKE(S) that you are bidding?

What is the Roadside Assistance Warranty on the MAKE(S) that you are bidding?

ITEM # 1 - New standard equipped 2016 Compact 4 X 2 Extended Cab

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Chevrolet Colorado / GMC Canyon

All units must contain the following options:

1. Standard minimum gasoline engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio
3. Minimum 4 Speed Automatic transmission
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires: (4) manufacturer's standard all season, plus compact spare wheel and tire (Size) _____
7. Vinyl/Rubber flooring
8. Bed: Bed Length _____
9. 4 wheel anti-lock braking system (ABS)
10. Speed control and tilt wheel
11. Power windows/door locks
12. Daytime running lights
13. Cloth seats
14. 2 sets of keys

DEALER COMPLETE IN DETAIL:

MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item # 1

Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment.

- Option 1A. Exterior color to be Federal Standard #595C "DOT Highway Yellow" EACH \$ _____
- Option 1B. Alternate Larger Gas Engine (state size and horsepower) EACH \$ _____
SIZE _____ HORSEPOWER _____ E-85 compatible? _____
- Option 1C. 2 Full-length factory cab steps or running boards (One on Drivers Side, one on Passenger side) SET \$ _____
- Option 1D. Limited Slip Rear Axle Axle Ratio _____ EACH \$ _____
- Option 1E. Bluetooth Capability EACH \$ _____
- Option 1F. Additional set of Keys (Ignition and door locks) EACH \$ _____
- Option 1G. 4WD in lieu of 2WD EACH \$ _____
- Option 1H. Rear seat delete EACH \$ _____ (Deduct)

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS section as those options shall be priced with the discount included).

Discount off MSRP for all Data Book or List Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 2 - New standard equipped 2016 Compact 4 X 2 Crew Cab

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Chevrolet Colorado / GMC Canyon

All units must contain the following options:

1. Standard minimum gasoline engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio
3. Minimum 4 Speed Automatic transmission
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires: (4) manufacturer's standard all season, plus compact spare wheel and tire (Size) _____
7. Vinyl/Rubber flooring
8. Bed: Bed Length _____
9. 4 wheel anti-lock braking system (ABS)
10. Speed control and tilt wheel
11. Power windows/door locks
12. Daytime running lights
13. Cloth seats
14. 2 sets of keys

DEALER COMPLETE IN DETAIL:

MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item # 2

Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 2A. Exterior color to be Federal Standard #595C "DOT Highway Yellow" EACH \$ _____

Option 2B. Alternate Larger Gas Engine (state size and horsepower) EACH \$ _____

SIZE _____ HORSEPOWER _____ E-85 compatible? _____

Option 2C. 2 Full-length factory cab steps or running boards SET \$ _____
(One on Drivers side, one on Passenger side)

Option 2D. Limited Slip Rear Axle Axle Ratio _____ EACH \$ _____

Option 2E. Bluetooth Capability EACH \$ _____

Option 2F. Additional set of Keys (Ignition and door locks) EACH \$ _____

Option 2G. 4WD in lieu of 2WD EACH \$ _____

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS section as those options shall be priced with the discount included).

Discount off MSRP for all Data Book or List Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 3 - New standard equipped 2016 Half-Ton 4 X 2 Regular Cab Pickup Truck

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
 Standard Chevrolet 1500 Silverado/GMC 1500 Sierra
 Standard Dodge Ram 1500

All units must contain the following options:

1. Standard minimum V6 gas engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio
3. Minimum 4 Speed Automatic transmission
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) **6-ply** all season, plus full size spare and wheel (Size) _____
7. Vinyl/Rubber flooring
8. 8' Bed
9. 4-wheel anti-lock braking system (ABS)
10. Speed control and tilt wheel
11. Power windows/door locks
12. Daytime running lights
13. Vinyl seats
14. 2 sets of keys

DEALER COMPLETE IN DETAIL:

MAKE _____ MODEL _____ GVWR _____ EACH \$ _____
 GAS MPG: CITY _____ HWY _____ IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item # 3

Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment.

- Option 3A. Towing Package: Manufacturer's Standard to include: Receiver hitch, 4/7 pin trailer wiring connection and electric trailer brake controller EACH \$ _____
- Option 3B. Trailer type exterior mirrors in lieu of standard EACH \$ _____
- Option 3C. Exterior color to be Federal Standard #595C "DOT Highway Yellow" EACH \$ _____
- Option 3D. Alternate larger V6 gasoline engine (state size and horsepower) EACH \$ _____
 SIZE _____ HORSEPOWER _____ E-85 compatible? _____
- Option 3E. Alternate V8 gasoline engine (state size and horsepower) EACH \$ _____
 SIZE _____ HORSEPOWER _____ E-85 compatible? _____
- Option 3F. 2 Full-length cab steps or running boards. (One on Drivers Side, one on Passenger side.) SET \$ _____

OPTIONAL EQUIPMENT PRICES, Item #3 continued

Option 3G.	Short Bed in lieu of 8' Bed	State bed length _____	EACH \$ _____
Option 3H.	Optional Rear Axle Ratio	Axle Ratio _____	EACH \$ _____
Option 3I.	Limited Slip Rear Axle	Axle Ratio _____	EACH \$ _____
Option 3J.	Auxiliary Upfitter Switches		EACH \$ _____
Option 3K.	Bluetooth Capability		EACH \$ _____
Option 3L.	Additional Set of Keys (Ignition and door locks)		EACH \$ _____
Option 3M.	4WD in lieu of 2WD		EACH \$ _____
Option 3N.	10 ply tires in lieu of 6 ply tires		EACH \$ _____

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS section as those options shall be priced with the discount included).

Discount off MSRP for all Data Book or List Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 4 - New standard equipped 2016 Half-Ton 4 X 2 Extended Cab Pickup Truck

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150
Standard Chevrolet 1500 Silverado/GMC 1500 Sierra
Standard Dodge Ram 1500

All units must contain the following options:

1. Standard minimum V6 gas engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio
3. Minimum 4 Speed Automatic transmission
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) **6-ply** all season, plus full size spare and wheel (Size) _____
7. Vinyl/Rubber flooring
8. Long Bed Bed length _____
9. 4-wheel anti-lock braking system (ABS)
10. Speed control and tilt wheel
11. Power windows/door locks
12. Daytime running lights
13. Vinyl seats
14. 2 sets of keys

DEALER COMPLETE IN DETAIL:

MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item #4

Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 4A. Towing Package: Manufacturer's Standard to include: EACH \$ _____
Receiver hitch, 4/7 pin trailer wiring connection and electric
trailer brake controller

Option 4B. Trailer type exterior mirrors in lieu of standard EACH \$ _____

Option 4C. Exterior color to be Federal Standard #595C "DOT Highway Yellow" EACH \$ _____

Option 4D. Alternate larger V6 gasoline engine (state size and horsepower) EACH \$ _____
SIZE _____ HORSEPOWER _____ E-85 compatible? _____

Option 4E. Alternate larger V8 gasoline engine (state size and horsepower) EACH \$ _____
SIZE _____ HORSEPOWER _____ E-85 compatible? _____

Option 4F. 2 Full-length cab steps or running boards. SET \$ _____
(One on Drivers Side, one on Passenger side.)

OPTIONAL EQUIPMENT PRICES, Item #4 continued

- | | | | |
|-------------------|---|---------------------------|----------------------|
| Option 4G. | Short Bed in lieu of Long Bed | State Length _____ | EACH \$ _____ |
| Option 4H. | Optional Rear Axle Ratio | Axle Ratio _____ | EACH \$ _____ |
| Option 4I. | Limited Slip Rear Axle | Axle Ratio _____ | EACH \$ _____ |
| Option 4J. | Auxiliary Upfitter Switches | | EACH \$ _____ |
| Option 4K. | Bluetooth Capability | | EACH \$ _____ |
| Option 4L. | Additional set of Keys (Ignition and door locks) | | EACH \$ _____ |
| Option 4M. | 4WD in lieu of 2WD | | EACH \$ _____ |
| Option 4N. | 10 ply tires in lieu of 6 ply tires | | EACH \$ _____ |

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS section as those options shall be priced with the discount included).

Discount off MSRP for all Data Book or List Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ **days after receipt of order.**

ITEM # 5 - New standard equipped 2016 Half-Ton 4 X 2 Crew Cab Pickup Truck

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet 1500 Silverado/GMC Sierra
Standard Dodge Ram 1500
Standard Ford F-150

All units must contain the following options:

1. Standard minimum V6 gas engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio
3. Minimum 4 Speed Automatic transmission
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) **6 ply** all season, plus full size spare and wheel (Size) _____
7. Vinyl/Rubber flooring
8. Long Bed Bed Length _____
9. 4-wheel anti-lock braking system (ABS)
10. Speed control and tilt wheel
11. Power windows/door locks
12. Daytime running lights
13. Vinyl seats
14. 2 sets of keys

DEALER COMPLETE IN DETAIL:

MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item # 5

Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 5A. Towing Package: Manufacturer's Standard to include: Receiver hitch, 4/7 pin trailer wiring connection and electric trailer brake controller EACH \$ _____

Option 5B. Trailer type exterior mirrors in lieu of standard EACH \$ _____

Option 5C. Exterior color to be Federal Standard #595C "DOT Highway Yellow" EACH \$ _____

Option 5D. Alternate larger V6 gasoline engine (state size and horsepower) EACH \$ _____
SIZE _____ HORSEPOWER _____ E-85 compatible? _____

Option 5E. Alternate larger V8 gasoline engine (state size and horsepower) EACH \$ _____
SIZE _____ HORSEPOWER _____ E-85 compatible? _____

Option 5F. 2 Full-length cab steps or running boards. (One on Drivers Side, one on Passenger side.) SET \$ _____

OPTIONAL EQUIPMENT PRICES, Item #5 continued

- Option 5G. Short Bed in lieu of the Long Bed State length _____ EACH \$ _____
- Option 5H. Optional Rear Axle Ratio Axle Ratio _____ EACH \$ _____
- Option 5I. Limited Slip Rear Axle Axle Ratio _____ EACH \$ _____
- Option 5J. Auxiliary Upfitter Switches EACH \$ _____
- Option 5K. Bluetooth Capability EACH \$ _____
- Option 5L. Additional set of Keys (Ignition and door locks) EACH \$ _____
- Option 5M. 4WD in lieu of 2WD EACH \$ _____
- Option 5N. 10 ply tires in lieu of 6 ply tires EACH \$ _____

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS section as those options shall be priced with the discount included).

Discount off MSRP for all Data Book or List Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 6 - New standard equipped 2016 (Compact) Sport Utility Vehicle 2WD

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet Equinox / GMC Terrain
Standard Ford Escape
Standard Jeep Renegade and Jeep Cherokee

All units must contain the following options:

1. Standard minimum gas engine (Size _____ Horsepower _____)
2. Minimum 4 Speed Automatic Transmission
3. Air conditioning
4. LH & RH mirrors
5. Tires:(4) Manufacturer's all-season tires plus manufacturer's standard size spare tire and wheel (Size) _____
6. Vinyl/Rubber flooring (Carpet will be accepted if rubber flooring not an option)
7. 4-wheel anti-lock braking system (ABS)
8. Speed control and tilt wheel
9. Power windows/door locks
10. Daytime running lights
11. Wheelbase minimum 103"
12. 2 sets of keys

DEALER COMPLETE IN DETAIL:

MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item # 6

Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 6A. Bluetooth Capability EACH \$ _____

Option 6B. Additional set of Keys (Ignition and door locks) EACH \$ _____

Option 6C. 4WD/AWD in lieu of 2WD EACH \$ _____

Option 6D. Alternate Larger Gas Engine (State Size/HP below) EACH \$ _____

(Size) _____ (Horsepower) _____ E-85 compatible? _____

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS section as those options shall be priced with the discount included).

Discount off MSRP for all Data Book or List Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 8 - New standard equipped 2017 or Newer AWD/4WD Model Carryalls

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet Suburban with 130.0" Wheelbase
 Standard Ford Expedition EL with 131.0" Wheelbase
 Standard GMC Yukon XL with 130.0" Wheelbase

All units bid must contain the following options:

1. Standard minimum gasoline engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio
3. Minimum 4 Speed Automatic Transmission
4. Front and rear heat/air conditioning
5. LH & RH manual mirrors
6. Tires:(4) Manufacturer's standard all season, plus full size spare and wheel (Size _____)
7. Vinyl/Rubber flooring (Carpet will be accepted if rubber flooring not an option)
- 8. Standard seating with second and third row bench seat**
9. 4-wheel anti-lock braking system (ABS)
10. Speed control and tilt wheel
11. Power windows/door locks
12. Daytime running lights
13. Cloth seats
14. 2 sets of keys
15. AWD/4WD

DEALER COMPLETE IN DETAIL:

MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item # 8

Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment.

- | | | |
|------------|--|------------------------|
| Option 8A. | Exterior color to be Federal Standard #595C "DOT Highway Yellow" | EACH \$ _____ |
| Option 8B. | Delete 3 rd row rear bench seat | EACH \$ _____ (Deduct) |
| Option 8C. | 2 Full length cab steps or running boards.
(One on Drivers Side, one on Passenger side) | SET \$ _____ |
| Option 8D. | Towing Package: Manufacturer's Standard to include:
Receiver hitch, 4/7 pin trailer wiring connection and electric trailer brake controller | EACH \$ _____ |
| Option 8E. | Vinyl seats in lieu of cloth. | EACH \$ _____ |
| Option 8F. | Bluetooth Capability | EACH \$ _____ |
| Option 8G. | Additional set of Keys (Ignition and door locks) | EACH \$ _____ |
| Option 8H. | 2WD in lieu of 4WD | EACH \$ _____ (Deduct) |

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS section as those options shall be priced with the discount included).

Discount off MSRP for all Data Book or List Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM #9– New standard equipped 2017 7- Passenger Extended Mini-Vans, Alternative Fuel

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Dodge Grand Caravan

All units must contain the following options:

1. Standard minimum Flex Fuel E-85 engine (Size _____ Horsepower _____)
2. Minimum 4 Speed Automatic transmission
3. Factory installed front and rear heat/air conditioning
4. LH & RH mirrors
5. Tires:(4) Manufacturer’s all-season tires plus manufacturer’s standard size spare tire and wheel (Size) _____
6. 4 wheel anti-lock braking system (ABS)
7. Speed control and tilt wheel
8. Power windows/door locks
9. Daytime running lights
10. Wheelbase 119” Minimum
11. Vinyl/Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
12. 2 sets of keys

DEALER COMPLETE IN DETAIL:

MAKE _____ MODEL _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item # 9

Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 9A. Bluetooth Capability EACH \$ _____

Option 9B. Additional set of Keys (Ignition and door locks) EACH \$ _____

Option 9C. Back-up camera EACH \$ _____

Please indicate below the percent (%) discount off Manufacturers’ Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS section as those options shall be priced with the discount included).

Discount off MSRP for all Data Book or List Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 11 - New standard equipped 2016 Mid-Size 4-Door Sedans, Alternative Fuel

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet Malibu
Standard Ford Fusion

All units must contain the following options:

1. Standard, minimum flex fuel 4 cylinder engine (Size _____ Horsepower _____)
2. Minimum 4 Speed Automatic Transmission
3. Air conditioning
4. LH & RH mirrors
5. Tires:(4) Manufacturer's all-season tires plus manufacturer's standard size spare tire and wheel (Size) _____
6. 4 wheel anti-lock braking system (ABS)
7. Speed control and tilt wheel
8. Power windows/door locks
9. Daytime running lights
10. Rear window defroster, electric
11. Vinyl/Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
12. 2 sets of keys

DEALER COMPLETE IN DETAIL:

MAKE _____ MODEL _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item # 11

Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 11A. Alternate V6 or larger engine in lieu of 4 cylinder EACH \$ _____

(Specify Size) _____ (Horsepower) _____ E-85 Compatible? _____

Option 11B. Bluetooth Capability EACH \$ _____

Option 11C. Additional set of Keys (Ignition and door locks) EACH \$ _____

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS section as those options shall be priced with the discount included).

Discount off MSRP for all Data Book or List Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 12 - New standard equipped 2016 Mid-Size 4-Door Sedans, Gas Engine

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet Malibu
Standard Ford Fusion

All units must contain the following options:

1. Standard, minimum 4 cylinder engine (Size _____ Horsepower _____)
2. Minimum 4 Speed Automatic Transmission
3. Air conditioning
4. LH & RH mirrors
5. Tires:(4) Manufacturer's all-season tires plus manufacturer's standard size spare tire and wheel (Size) _____
6. ABS Brakes 4 Wheel
7. Speed control and tilt wheel
8. Power windows/door locks
9. Daytime running lights
10. Rear window defroster, electric
11. Vinyl/Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
12. 2 sets of keys

DEALER COMPLETE IN DETAIL:

MAKE _____ MODEL _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item # 12

Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment.

- Option 12A. Alternate V6 or larger engine in lieu of 4 cylinder (Size) _____ EACH \$ _____
(Specify Size) _____ (Horsepower) _____ E-85 Compatible? _____
- Option 12B. Bluetooth Capability EACH \$ _____
- Option 12C. Additional set of Keys (Ignition and door locks) EACH \$ _____

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS section as those options shall be priced with the discount included).

Discount off MSRP for all Data Book or List Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

ITEM # 13 - New standard equipped 2016 Mid-Size 4-Door Sedans, Hybrid Engine

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Chevrolet Malibu Hybrid
Standard Ford Fusion Hybrid

All units must contain the following options:

1. Hybrid engine (Size _____ Horsepower _____)
2. Minimum 4 Speed Automatic Transmission
3. Air conditioning
4. LH & RH mirrors
5. Tires:(4) Manufacturer's all-season tires plus manufacturer's standard size spare tire and wheel (Size) _____
6. ABS Brakes 4 Wheel
7. Speed control and tilt wheel
8. Power windows/door locks
9. Daytime running lights
10. Rear window defroster, electric
11. Vinyl/Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat
12. 2 sets of keys

DEALER COMPLETE IN DETAIL:

MAKE _____ MODEL _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item # 13

Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment.

Option 13A. Bluetooth Capability EACH \$ _____

Option 13B. Additional set of Keys (Ignition and door locks) EACH \$ _____

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS section as those options shall be priced with the discount included).

Discount off MSRP for all Data Book or List Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

6. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u>	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

7. NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer **light duty vehicles** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **light duty vehicle** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

**Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 17

In the County Commission of said county, on the 19th day of January 20 17

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

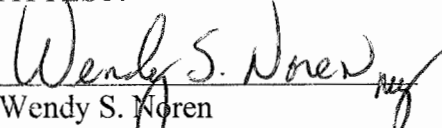
Now on this day the County Commission of the County of Boone does hereby approve the attached 2017 Annual Consultant Service Agreements for Professional Services with:

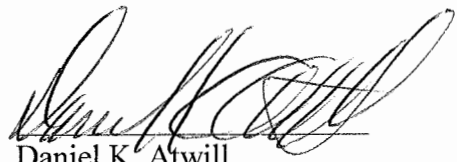
- Bartlett & West, Inc.
- CFS Engineers
- Engineering Surveys and Services, LLC
- Malicoat-Winslow Engineers, P.C.
- Olsson Associates
- Scroggs Architecture, P.C.

The terms of the Agreements are stipulated in the attached Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said General Consultant Services Agreements.

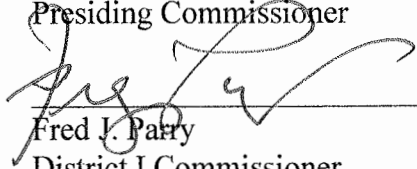
Done this 19th day of January, 2017.

ATTEST:

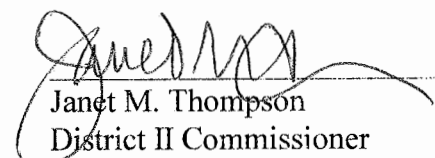

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 19th day of January, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Bartlett & West Inc. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 Time for Completion - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 Compensation - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 Signatures - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. Compensation - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

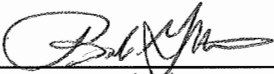
12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

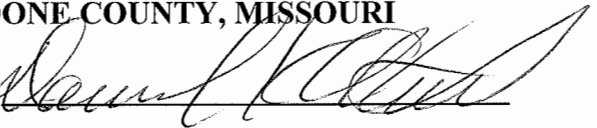
BARTLETT & WEST INC.

By 
Bob Gilbert

Title Vice President

Dated: 1-6-17

BOONE COUNTY, MISSOURI

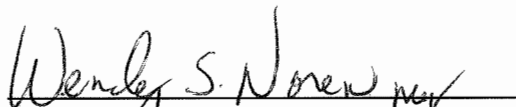
By 
Presiding Commissioner

Dated: 1-19-17

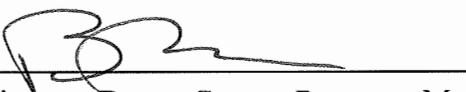
APPROVED AS TO FORM:


County Attorney

ATTEST:

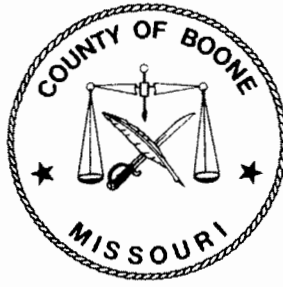

County Clerk

APPROVED:


Director, Boone County Resource Management

BARTLETT & WEST, INC.
2017 SCHEDULE OF HOURLY CHARGES
Effective January 1, 2017

Engineer XI/Landscape Arch XI	\$216.00	Right-of-Way Technician V	\$102.00
Engineer X/Landscape Arch X	200.00	Right-of-Way Technician IV	93.00
Engineer IX/Landscape Arch IX	187.00	Right-of-Way Technician III	84.00
Engineer VIII/Landscape Arch VIII	174.00	Right-of-Way Technician II	74.00
Engineer VII/Landscape Arch VII	161.00	Right-of-Way Technician I	64.00
Engineer VI/Landscape Arch VI	146.00		
Engineer V/Landscape Arch V	136.00	GIS Coordinator VIII	\$206.00
Engineer IV/ Landscape Arch IV	126.00	GIS Coordinator VII	196.00
Engineer III/Landscape Arch III	115.00	GIS Coordinator VI	185.00
Engineer II/Landscape Arch II	105.00	GIS Coordinator V	175.00
Engineer I/Landscape Arch I	95.00	GIS Coordinator IV	160.00
		GIS Coordinator III	144.00
Engineering Technician XI	\$170.00	GIS Coordinator II	129.00
Engineering Technician X	144.00	GIS Coordinator I	118.00
Engineering Technician IX	129.00		
Engineering Technician VIII	111.00	GIS Developer/DBA V	\$160.00
Engineering Technician VII	102.00	GIS Developer/DBA IV	149.00
Engineering Technician VI	94.00	GIS Developer/DBA III	139.00
Engineering Technician V	88.00	GIS Developer/DBA II	129.00
Engineering Technician IV	80.00	GIS Developer/DBA I	118.00
Engineering Technician III	72.00		
Engineering Technician II	66.00	GIS Project Administrator V	\$144.00
Engineering Technician I	62.00	GIS Project Administrator IV	134.00
		GIS Project Administrator III	124.00
Surveyor VIII	\$144.00	GIS Project Administrator II	113.00
Surveyor VII	135.00	GIS Project Administrator I	103.00
Surveyor VI	125.00		
Surveyor V	112.00	GIS Analyst V	\$129.00
Surveyor IV	101.00	GIS Analyst IV	118.00
Surveyor III	91.00	GIS Analyst III	108.00
Surveyor II	79.00	GIS Analyst II	98.00
Surveyor I	69.00	GIS Analyst I	88.00
Survey Technician VI	\$88.00	GIS Technician IV	\$89.00
Survey Technician V	77.00	GIS Technician III	79.00
Survey Technician IV	68.00	GIS Technician II	69.00
Survey Technician III	60.00	GIS Technician I	58.00
Survey Technician II	55.00		
Survey Technician I	49.00	Systems Analyst	\$134.00
		IS Support Specialist	71.00
Field Representative X	\$139.00	Computer Systems Technician III	81.00
Field Representative IX	126.00	Computer Systems Technician II	71.00
Field Representative VIII	115.00	Computer Systems Technician I	57.00
Field Representative VII	105.00		
Field Representative VI	96.00	Project Coordinator	\$118.00
Field Representative V	88.00		
Field Representative IV	79.00	Administrator V	\$113.00
Field Representative III	72.00	Administrator IV	100.00
Field Representative II	65.00	Administrator III	84.00
Field Representative I	59.00	Administrator II	76.00
		Administrator I	68.00
Right-of-Way Specialist IV	\$185.00		
Right-of-Way Specialist III	155.00	Administrative Technician V	\$72.00
Right-of-Way Specialist II	134.00	Administrative Technician IV	65.00
Right-of-Way Specialist I	118.00	Administrative Technician III	58.00
		Administrative Technician II	53.00
		Administrative Technician I	46.00



Bartlett & West Inc.
Discipline List

Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm

Discipline	Services Offered
Architecture	
Bridge Design	✓
Civil Engineering	✓✓
Construction Management	✓✓
Electrical Engineering	✓✓
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	✓
Planning	
Structural Engineering	✓✓
Surveying	✓✓
Traffic	✓✓
Transportation	✓✓
Acoustical	
Building Enclosure Consulting	✓
Control System Integration	
Design/Build	✓✓
Environmental	✓✓
Forensic	
GIS	✓✓
Industrial	✓✓
Interior Design	
Landscape Architecture	
Natural Gas	✓
Photogrammetry	
Telecommunications	
Water Resources	✓

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 19th day of January, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CFS Engineers (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

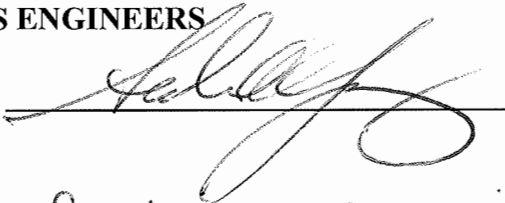
13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CFS ENGINEERS

By



Title

Senior Vice President

Dated: 1-5-17

BOONE COUNTY, MISSOURI

By



Presiding Commissioner

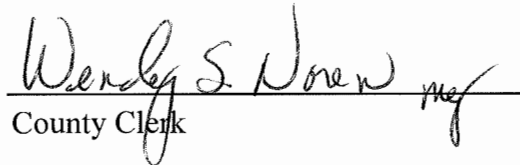
Dated: 1-19-17

APPROVED AS TO FORM:



County Attorney

ATTEST:

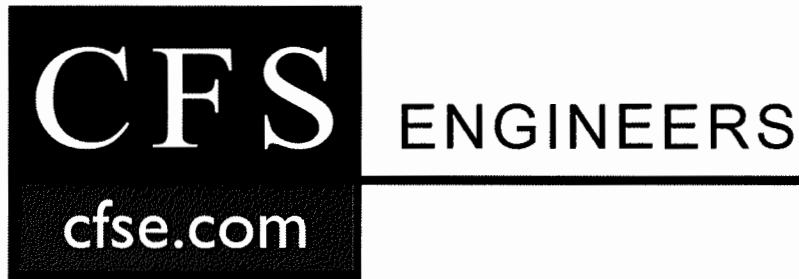


County Clerk

APPROVED:

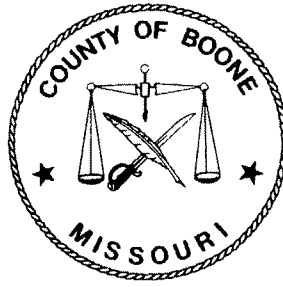


Director, Boone County Resource Management



2017 Rate Sheet

Civil Principal - \$205
Project Manager \$150
Senior Engineer \$129
Project Engineer \$98
Senior Technician \$98
Licensed Surveyor \$98
2-Man Crew \$120



CFS Engineers
Discipline List

Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm

Discipline	Services Offered
Architecture	
Bridge Design	✓
Civil Engineering	✓
Construction Management	✓
Electrical Engineering	
Geotechnical Engineering	✓
Lab Testing	✓
Mechanical Engineering	
Planning	✓
Structural Engineering	✓
Surveying	✓
Traffic	✓
Transportation	✓
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	✓
Environmental	✓
Forensic	✓
GIS	✓
Industrial	
Interior Design	
Landscape Architecture	✓
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	✓

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 19th day of January, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Engineering Surveys and Services, LLC (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

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2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

ENGINEERING SURVEYS AND SERVICES, LLC BOONE COUNTY, MISSOURI

By David A. Bennett

By [Signature]

Presiding Commissioner

Title President

Dated: 1/6/2017

Dated: 1-19-17

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

Wendy S. Nowen
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management

Engineering Surveys and Services

Consulting Engineers, Scientists, and Land Surveyors
Analytical and Materials Laboratories

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499

E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

HOURLY FEE SCHEDULE

January 1, 2017

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$140-180 /hour
Registered Professional Engineer	\$130-170 /hour
Registered Professional Land Surveyor	\$120-150 /hour
Project Surveyor	\$ 70-100 /hour
Engineer Intern	\$ 90-120 /hour
Technician I	\$ 70-80 /hour
Technician II	\$ 60-70 /hour
CAD Operator	\$ 70-100 /hour
Chemist	\$ 70-90 /hour
Administrative Assistant	\$ 55-65 /hour
Computer	\$ 50 /day
Survey Equipment	\$100-200 /day
Drill Rig	\$ 150-\$250 /hour
Large Format Copies	\$ 4-\$6 each
Photocopies	\$ 0.25 each
Travel	\$ 0.60/mile

NOTES

1. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
2. Overtime charges at 1.4 times above rates.

Engineering Surveys and Services

Consulting Engineers, Scientists, and Land Surveyors
Analytical and Materials Laboratories

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499

E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

January 1, 2017
Page 1 of 6

SCHEDULE OF LABORATORY TESTING FEES

WASTEWATER AND WATER ANALYSIS

UNIT PRICE

Biochemical Oxygen Demand (5-day BOD)	\$ 41.00
Chemical Oxygen Demand (COD)	38.00
Fecal Coliform Bacteria	30.00
E. Coli	29.00
Total Coliform Bacteria	100.00
Dissolved Oxygen (DO)	12.00
Hydrogen Sulfide	12.00
Total Solids (Residue/Matter)	14.00
Total Filterable (Dissolved)	15.00
Total Nonfilterable (Suspended)	16.00
Total Volatile Solids	15.00
Settleable Solids	14.00
pH	8.00
Acidity	12.00
Alkalinity	12.00
Bicarbonate Alkalinity	12.00
Carbonate Alkalinity	12.00
Phenolphthalein Alkalinity	12.00
Carbonate Hardness	20.00
Noncarbonate Hardness	21.00
Conductivity	9.00
Grease & Oil	40.00
Grease & Oil, Soxhlet	70.00
Turbidity	12.00
Specific Gravity	14.00
"NO DISCHARGE" NPDES Report	50.00
Sample Preparation when Required Two Hour Minimum Charge.	Hourly

SCHEDULE OF LABORATORY TESTING FEES

ANALYSIS FOR ELEMENTS & METALS

	<u>UNIT PRICE</u>		<u>UNIT PRICE</u>
Aluminum	\$ 17.00	Magnesium (Mg)	\$ 17.00
Antimony (Sb)	31.00	Manganese (Mn)	17.00
Ammonia (NH ₄)	20.00	Mercury (Hg)	35.00
Arsenic (As)	32.00	Molybdenum (Mo)	17.00
Barium (Ba)	17.00	Nickel (Ni)	17.00
Beryllium (Be)	23.00	Nitrogen (N)	12.00
Bismuth (Bi)	32.00	Nitrate (NO ₃)	20.00
Boron (B)	23.00	Nitrite (NO ₂)	20.00
Cadmium (Cd)	18.00	Organic Nitrogen	12.00
Calcium (Ca)	17.00	Phenols	63.00
Carbon, Organic (TOC)	35.00	Phosphorous, Total	24.00
Chloride (Cl)	19.00	Phosphate, Ortho	23.00
Chlorine, Demand	33.00	Potassium (K)	17.00
Chlorine, Residual	20.00	Selenium (Se)	32.00
Chromium (Cr)	17.00	Silicon (Si)	19.00
Chromium, Hex.(Cr-VI)	20.00	Silver (Ag)	17.00
Cobalt (Co)	17.00	Sodium (Na)	17.00
Copper (Cu)	17.00	Sulfate (SO ₄)	18.00
Cyanide (Cn)	40.00	Sulfide (S)	18.00
Cyanide, ATC (Cn)	23.00	Sulfite (SO ₃)	18.00
Fluoride (F)	24.00	Thallium (Tl)	32.00
Iodine (I)	23.00	Tin (Sn)	32.00
Iron (Fe)	17.00	Titanium (Ti)	24.00
Kjeldahl Nitrogen	33.00	Vanadium (V)	32.00
Lead (Pb)	17.00	Zinc (Zn)	17.00
Lithium (Li)	32.00		

Sample Preparation when Required, Two Hour Minimum Charge Hourly

All metals shown are quoted per analysis for "dissolved" concentration.

- Analysis for "total" metal concentration will be performed for an additional cost of \$13.00 per sample.

SCHEDULE OF LABORATORY TESTING FEES

ORGANIC ANALYSIS

UNIT PRICE

Pesticides	\$ 190.00
Herbicides	225.00
Polychlorinated Biphenyls (PCB)	
In Water	220.00
In Transformer Oil	220.00
In Tissue	220.00
In Sediment/Soil	220.00
Trihalomethanes	145.00
Volatile Organic Compounds (VOC)	255.00
BTEX (Benzene, Toluene, Ethylbenzene, Xylene)	220.00
Sample Preparation when Required	Hourly
Two Hour Minimum Charge.	

SCHEDULE OF LABORATORY TESTING FEES

MRBCA Volatiles – List 1

EPA Method 5035/8260B

Soil \$97.00 Water \$88.00

Benzene
Toluene
Ethylbenzene
Xylenes (mixed)
Ethylene Dibromide (EDB)
Ethylene Dichloride (EDC)
Methyl-tert-butyl-ether(MTBE)
TPH-GRO
Tertiary-amyl-methyl-ether (TAME)
Tertiary-butyl- alcohol (TBA)
Ethyl-tert-butyl-ether (ETBE)
Di-isopropyl ether (DIPE)

Surrogates

Dibromofluoromethane
Toluene – d8
Bromofluorobenzene

MRBCA Volatiles – List 2 (Water Only)

EPA Method 8015

Water \$94.00

Ethanol
Methanol

MRBCA Metals EPA Method 6010B/6020

Soil \$116.00 Water \$110.00

Arsenic Chromium (VI)
Barium Lead
Cadmium Selenium
Chromium (III)

LEAD ONLY \$22.50

MRBCA Semivolatiles – List 2 (PAH)

EPA Method 8270

Soil \$97.00 Water \$88.00

Acenaphthene
Anthracene
Benzo(a)anthracene
Benzo(a)pyrene
Benzo(b)fluoranthene
Benzo(k)fluoranthene
Chrysene
Dibenzo(a,h)anthracene
Fluoranthene
Fluorene
Naphthalene
Pyrene

Surrogates

Nitrobenzene – d5
2 - Fluorobiphenyl
p - Terphenyl – d14

MRBCA Semivolatiles – List 1 (TPH)

MEPA Method 8270C

Soil \$97.00 Water \$88.00

TPH-DRO
TPH-ORO

TERRA Core Sampling Kit

\$14.00 each

SCHEDULE OF LABORATORY TESTING FEES

CONCRETE

UNIT PRICE

*Cylinder-compressive strength	\$ 16.00
Concrete Beam – flexural Strength	45.00
Mortar Cube – compressive strength	16.00
Grout/Prism – compressive strength	16.00
Cylinder-compressive strength made by others	21.50
Cylinder Held (spare)	5.00
Cylinder molds, each	2.00
Mix Design	By Quote
Slump, Air Content & Cylinders	Hourly
Core Drilling and Testing	By Quote
Special handling of cores or irregular size specimens	Hourly
Cylinder pickup made by others	Hourly

AGGREGATE

Sieve Analysis, dry	105.00
Sieve Analysis, wet	105.00
Materials finer than #200 sieve by washing	110.00
Specific gravity & absorption	110.00
Unit weight	65.00
Organic impurities in fine aggregate (colorimetric)	40.00
Lightweight pieces (coal & lignite)	85.00
Clay lumps & friable particles	80.00
Chert content of coarse aggregate	150.00
Thin or elongated pieces in coarse aggregate	150.00
Soundness by sodium or magnesium sulfate (5 cycle)	350.00
Freeze-Thaw	700.00
Los Angeles Abrasion of coarse aggregate	300.00

ASPHALT

Core Density	40.00
Extraction test for oil	230.00
Sieve Analysis of extracted aggregates & extraction test for oil	330.00

STRUCTURAL STEEL

Welded and bolted connections	Hourly
Ultra-Sonic weld testing equipment	175.00 per day

Two Hour Minimum Charge

*Cylinder pickup included in Columbia, Sedalia and Jefferson City.

SCHEDULE OF LABORATORY TESTING FEES

<u>SOIL</u>	<u>UNIT PRICE</u>
Classification Tests:	
Moisture Content	\$ 10.00
Particle-Size Analysis, wet sieve	120.00
Particle-Size Analysis, hydrometer	175.00
Material finer than #200 sieve	110.00
Specific Gravity	85.00
Atterberg Limits (LL, PL & PI)	100.00
Shrinkage Limit	85.00
Dry Density of undisturbed sample	40.00
Fractional Organic Carbon	70.00
Shear Tests:	
Unconfined Compression (qu)	70.00
Triaxial (Q), multistage	350.00
Compressibility Tests:	
Consolidation	450.00
Swell	220.00
Compaction Tests:	
Standard Proctor	200.00
Modified Proctor	275.00
Field Density Testing – Nuclear Meter	Hourly plus 13.00
California Bearing Ratio	350.00
Permeability	
Flexible Wall Permeability	320.00
Falling-head Permeability	270.00
Drilling and Sampling:	
Equipment and Crew	By Quote
3" Diameter Shelby Tubes	18.00
Sample Jars	3.00
Sample Preparation when required	Hourly
Two Hour Minimum Charge.	



**Engineering Surveys and
Services, LLC**
Discipline List

*Instructions: Please place a check mark in the
Services Offered box next to those disciplines
provided by your firm*

Discipline	Services Offered
Architecture	
Bridge Design	
Civil Engineering	✓
Construction Management	
Electrical Engineering	
Geotechnical Engineering	✓
Lab Testing	✓
Mechanical Engineering	
Planning	✓
Structural Engineering	
Surveying	✓
Traffic	✓
Transportation	✓
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	✓
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	✓

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 19th day of January, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Malicoat-Winslow Engineers, P.C. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

MALICOAT-WINSLOW ENGINEERS, P.C.

By Fred Malicoat

Title President

Dated: 1-2-17

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 1-19-17

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Noewy
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management

MALICOAT-WINSLOW ENGINEERS, P.C.
MECHANICAL AND ELECTRICAL ENGINEERS

5649 NORTH CLEARVIEW ROAD
COLUMBIA, MISSOURI 65202-9687

FREDDIE L. MALICOAT, P.E
email: fredm@mwengrs.com

Phone: 573-875-1300
Fax: 573-875-1305

HOURLY RATES

PRINCIPAL ENGINEER	\$150/hr
PROFESSIONAL ENGINEER	\$120/hr
ENGINEER-IN-TRAINING	\$90/hr
CADD SUPERVISOR	\$70/hr
CADD TECHNICIAN	\$70/hr
CLERICAL	\$70/hr



Malicoat-Winslow Engineers,
P.C.
Discipline List

Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm

Discipline	Services Offered
Architecture	
Bridge Design	
Civil Engineering	
Construction Management	
Electrical Engineering	✓
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	✓
Planning	
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	✓
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 19th day of January, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Olsson Associates (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 Time for Completion - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 Compensation - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 Signatures - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. Compensation - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

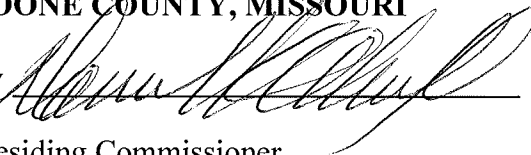
OLSSON ASSOCIATES

By 

Title Office leader


Dated: 1/3/17

BOONE COUNTY, MISSOURI

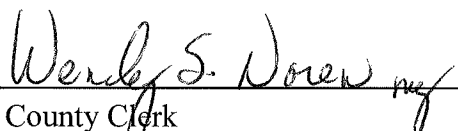
By 
Presiding Commissioner

Dated: 1-19-17


APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:

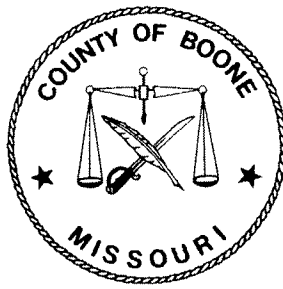

Director, Boone County Resource Management

KC 2017 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
President	\$ 381.00
Senior Vice President	\$ 291.00
Market Sector Leader	\$ 244.00
Practice Leader	\$ 244.00
Regional Leader	\$ 244.00
Office Leader	\$ 220.00
Senior Project Manager	\$ 220.00
Client Relations Manager	\$ 220.00
Industry Expert	\$ 220.00
Director of Business Development	\$ 228.00
Program Leader	\$ 197.00
Regional Business Development Leader	\$ 197.00
Market Business Development Leader	\$ 197.00
Local Business Development Leader	\$ 165.00
Business Development Leader	\$ 165.00
Team Leader	\$ 197.00
Technical Leader	\$ 158.00
Senior Engineer	\$ 165.00
Senior Project Engineer	\$ 149.00
Project Management Specialist	\$ 149.00
Project Engineer	\$ 134.00
Associate Engineer	\$ 113.00
Assistant Engineer	\$ 94.00
Senior Scientist	\$ 148.00
Senior Project Scientist	\$ 132.00
Project Scientist	\$ 115.00
Associate Scientist	\$ 93.00
Assistant Scientist	\$ 75.00
Senior Planner	\$ 143.00
Senior Project Planner	\$ 127.00
Project Planner	\$ 112.00
Assistant Planner	\$ 74.00
Associate Planner	\$ 91.00
Senior Landscape Architect	\$ 146.00
Senior Project Landscape Architect	\$ 130.00
Project Landscape Architect	\$ 116.00
Associate Landscape Architect	\$ 96.00
Assistant Landscape Architect	\$ 77.00
Senior Construction Manager	\$ 148.00
Senior Project Construction Manager	\$ 134.00
Project Construction Manager	\$ 121.00
Associate Construction Manager	\$ 102.00
Assistant Construction Manager	\$ 83.00
Design Manager	\$ 132.00
Design Associate	\$ 107.00
Senior Technician	\$ 88.00
Associate Technician	\$ 74.00

KC 2017 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Assistant Technician	\$ 63.00
Technical Manager - Field	\$ 123.00
Project Manager - Field	\$ 104.00
Senior Technician - Field	\$ 83.00
Associate Technician - Field	\$ 69.00
Assistant Technician - Field	\$ 53.00
Technical Manager - NDT	\$ 145.00
Project Manager - NDT	\$ 124.00
Senior Technician - NDT	\$ 101.00
Associate Technician - NDT	\$ 85.00
Assistant Technician - NDT	\$ 71.00
Senior Surveyor	\$ 115.00
Surveyor	\$ 90.00
Associate Surveyor	\$ 74.00
Assistant Surveyor	\$ 61.00
Administrative Area Leader	\$ 149.00
Administrative Manager	\$ 130.00
Senior Administrative Coordinator	\$ 97.00
Administrative Specialist	\$ 97.00
Administrative Coordinator	\$ 80.00
Administrative Assistant	\$ 68.00
Secretarial	\$ 50.00
Office Assistant	\$ 50.00
Economic Development Coordinator	\$ 83.00
Economic Development Specialist	\$ 101.00
Senior Systems Specialist	\$ 149.00
Senior Network Systems Administrator	\$ 118.00
CAD Manager	\$ 119.00
Computer Programmer	\$ 104.00
Senior Computer Systems Coordinator	\$ 99.00
Computer Systems Coordinator	\$ 79.00
Network Systems Administrator	\$ 99.00
Computer Systems Technician	\$ 66.00
Associate Computer Programmer	\$ 83.00
Database Manager	\$ 149.00
BIM Manager	\$ 119.00
Civil 3D Trainer	\$ 119.00
Senior Computer Programmer	\$ 126.00
Student Intern - Level 1	\$ 53.00



Olsson Associates
Discipline List

Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm

Discipline	Services Offered
Architecture	
Bridge Design	✓
Civil Engineering	✓
Construction Management	
Electrical Engineering	✓
Geotechnical Engineering	✓
Lab Testing	
Mechanical Engineering	✓
Planning	✓
Structural Engineering	✓
Surveying	✓
Traffic	✓
Transportation	✓
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	✓
Environmental	✓
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	✓
Natural Gas	
Photogrammetry	
Telecommunications	✓
Water Resources	✓

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 19th day of January, 2017, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Scroggs Architecture, P.C. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2017 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2017. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

SCROGGS ARCHITECTURE, P.C.

By Stuart S. Scroggs

Title PRESIDENT

Dated: Jan. 10, 2017

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Resource Management

BOONE COUNTY, MISSOURI

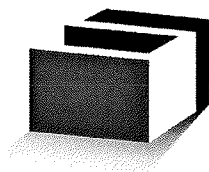
By [Signature]

Presiding Commissioner

Dated: 1-19-17

ATTEST:

Wendy S. Noren
County Clerk



Scroggs Architecture P.C.
Stuart S. Scroggs, Principal

1008 Maplewood Dr. Columbia, MO 65203

Phone: 573-442-5600 Fax: 573-442-5611

E-mail: sss@scroggsarchitecture.com

January 10, 2017

2017 HOURLY RATE LISTING & REIMBURSABLES

SCROGGS ARCHITECTURE P.C.:

Principal	\$ 125.00/hr.
Drafting Technician/Clerical	\$ 60.00/hr.
Clerical	\$ 30.00/hr.
Expert Testimony	\$ 200.00/hr.

REIMBURSABLE EXPENSES:

Printing of Large Format White Bond Copies – actual cost (no multiplier)
Printing of Xerox Copies (8-1/2x11) @ \$0.15 each
Printing of Xerox Copies (11x17) @ \$0.25 each
Printing of Color Copies (8-1/2x11) @ \$1.00 each
Printing of Color Copies (11x17) @ \$2.00 each
Postage & Shipping - Actual Cost
Mileage Expense – current I.R.S. mileage rate or as agreed to



Scroggs Architecture, P.C.
Discipline List

Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm

Discipline	Services Offered
Architecture	✓
Bridge Design	
Civil Engineering	
Construction Management	
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

19th

day of January

20 17

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 agreement between Boone County and the Curators of the University of Missouri regarding a payment of \$18,000 to the University in support of the Show-Me-Games 2017.

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

Done this 19th day of January, 2017.

ATTEST:

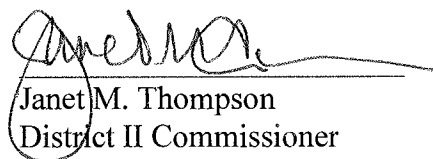
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered in this 19th day of January, 2017, by and between Boone County, Missouri, a political subdivision of the State of Missouri, (herein County), and Curators of the University of Missouri, (herein University).

WHEREAS, County desires to engage in promotion of Boone County to support economic growth and development; and

WHEREAS, the University, in hosting the Show-Me Games within Boone County, Missouri, is providing an excellent opportunity to promote Boone County to the attendees of the games; and

WHEREAS, the Show-Me Games 2017 will provide a large, economic impact Boone County; and

WHEREAS, the parties are authorized to enter into cooperative agreements pursuant to the provisions of RSMo §70.220.

THEREFORE, in consideration of mutual agreements contained herein, the parties agree as follows:

1. For the purposes of promoting the economic growth and development of Boone County, Missouri, as well as the health and physical fitness of Boone County citizens, the county hereby agrees to pay the University the sum of Eighteen Thousand Dollars (\$18,000.00) in support of the Show-Me Games 2017.
2. In consideration of payment of the aforesaid sum, the University agrees to hold the 2017 Show-Me State Games within Boone County, Missouri, and to promote Boone County, Missouri, in accordance with the University's guidelines for "major" sponsors contributing Twenty Thousand Dollars for the sponsorship of the games.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly-authorized officials on the day and year first above written,

Curators of the University of Missouri

Boone County, Missouri

By:

David Fox

By:

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

Printed Name:

David Fox

Title:

DIRECTOR - SMGG

ATTEST:

Wendy S. Noren

Wendy S. Noren, Boone County Clerk

Approved, as to Legal Form:

C.J. Dykhouse

C.J. Dykhouse, Boone County Counselor

Auditor Certification:

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

June Pitchford by HA

Auditor

1-17-17
Date