

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

5th

day of September

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 2505 E. Oakbrook Drive A + B, parcel #12-415-20-02-005.00 01

Done this 5th day of September, 2017.

ATTEST:

*Taylor W. Burks*  
Taylor W. Burks

Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Absent*

Janet M. Thompson  
District II Commissioner

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

In Re: Nuisance Abatement	)	September Session
2505 E. Oakbrook Drive	)	July Adjourned
A+B	)	Term 2017
Columbia, MO 65202	)	Commission Order No. <u>394-2017</u>

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

**NOW** on this 5<sup>th</sup> day of September 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: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 2505 E. Oakbrook Drive A+B a/k/a parcel# 12-415-20-02-005.00 01, Section 19, Township 49, Range 12 as shown in deed book 0388 page 0740, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 9<sup>th</sup> day of August to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

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

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

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

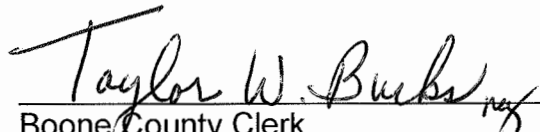
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment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

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

Boone County, Missouri  
By Boone County Commission

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

ATTEST:

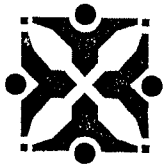
  
\_\_\_\_\_  
Boone County Clerk

Photographs taken 8/24/17 @ ~ 10:45 am  
2505 E. Oakbrook Drive A+B



R&L Investment Holdings  
2505 E. Oakbrook Drive A+B  
Health Department nuisance notice - timeline

- 7/21/17: citizen complaint received
- 7/21/17: initial inspection conducted
- 7/21/17: notice of violation sent to owner, return receipt requested – owner never signed for notice
- 8/9/17: notice to owner posted in local newspaper
- 8/24/17: reinspection conducted - violation not abated - photographs taken at ~ 10:45 am
- 8/25/17: hearing notice sent



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

R&L Investment Holdings LLC
242 Cornwall Drive
Weldon Springs, MO 63304

An inspection of the property you own located at 2505 E. Oakbrook Drive A+B (parcel # 12-415-20-02-005.00 01) was conducted on July 21, 2017 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, September 5, 2017 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, 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,

[Handwritten signature of Kristine Vellema]

Kristine Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 25th day of August 2017 by [Handwritten initials]

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

**AFFIDAVIT OF PUBLICATION**

STATE OF MISSOURI ) ss.  
County of Boone )

I, Jason Meyer, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion \_\_\_\_\_ August 9, 2017
- 2nd Insertion \_\_\_\_\_
- 3rd Insertion \_\_\_\_\_
- 4th Insertion \_\_\_\_\_
- 5th Insertion \_\_\_\_\_
- 6th Insertion \_\_\_\_\_
- 7th Insertion \_\_\_\_\_
- 8th Insertion \_\_\_\_\_
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- 18th Insertion \_\_\_\_\_
- 19th Insertion \_\_\_\_\_
- 20th Insertion: \_\_\_\_\_
- 21st Insertion: \_\_\_\_\_
- 22nd Insertion: \_\_\_\_\_

\$73.80  
Printer's Fee

By: Jason Meyer  
Jason Meyer

Subscribed & sworn to before me this 19 day of August, 2017

[Signature]  
Notary Public

RUBY KUHLER  
Notary Public - Notary Seal  
State of Missouri, Boone County  
Commission # 14915607  
My Commission Expires Aug 27, 2018

**NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT**

To: R&L Investment Holdings LLC  
242 Cornwall Drive  
Weldon Springs, MO 63304

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Morris Subdivision, # 2, Lot 9, Boone County, Missouri, a/k/a 2505 E. Oakbrook Drive A+B as shown by deed book 2988 page 0026

Type of Nuisance: Growth of weeds in excess of twelve inches high

Property Description: Morris Subdivision, # 2, Lot 22, Boone County, Missouri, a/k/a 2510 E. Oakbrook Drive A+B as shown by deed book 2988 page 0026

Type of Nuisance: Growth of weeds in excess of twelve inches high

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203. Date of Declaration, Order and Publication:

Stephanie Browning, Director,  
Columbia/Boone County  
Department of Public Health

INSERTION DATE: August 9, 2017.

### Parcel Information Viewer

▼  
X  
Zoom to Neighborhood...

▼  
X  
Zoom to Location...

1241520020050001

Owner R & L INVESTMENT HOLDINGS  
 Address 242 CORNWALL DR  
 City, State, Zip WELDON SPRINGS, MO 63304  
 School COLUMBIA (C1)  
 Legal Description MORRIS SD #2 LOT 9  
 Lot Size 116.6 x 140  
 Parcel 12-415-20-02-005.00 01

**Full Real Estate Summary**

**Location Information**  
 Property Address 2505 E OAKBROOK DR A+B  
 Section/Township/Range Sec. 20 49 12

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

**Recorded Documents**  
 Deed Book/Page 2988 0026  
                           2755 0076  
                           2617 0067  
                           2585 0084  
 Subdivision Plat Book/Page 0388 0740

Current Appraised			
Type	Land	Bldgs	Total
RV	\$3,100	\$0	\$3,100
Totals	\$3,100	\$0	\$3,100

Current Assessed			
Type	Land	Bldgs	Total
RV	\$589	\$0	\$589
Totals	\$589	\$0	\$589

**Most Recent Tax Bill(s)**



Click here for navigation tips

Identify  
Use  
Yes  
No

2504 & 2510 Oakbrook Dr is overgrown with weeds and is harboring snakes.

H/21, weeds & vacant lots





**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** 12-415-20-02-005.00 01

**Property Location** 2505 E OAKBROOK DR A+B

**City**  
 Library **BOONE COUNTY (L1)**

**Road** COMMON ROAD DISTRICT (CO)  
**Fire** BOONE COUNTY (F1)

**School** COLUMBIA (C1)

**Owner** R & L INVESTMENT HOLDINGS LLC  
**Address** 242 CORNWALL DR  
**City, State Zip** WELDON SPRINGS, MO 63304

**Subdivision Plat Book/Page**

**Section/Township/Range** 20 49 12  
**Legal Description** MORRIS SD #2  
 LOT 9

**Lot Size** 116.60 x 140.00

**Deed Book/Page**

<b>Current Appraised</b>				<b>Current Assessed</b>			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RV	3,100	0	3,100	RV	589	0	589
<b>Totals</b>	<b>3,100</b>	<b>0</b>	<b>3,100</b>	<b>Totals</b>	<b>589</b>	<b>0</b>	<b>589</b>

**Most Recent Tax Bill(s)**

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 This Web application was developed by [Boone County](#).

# Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time 07/21/2006 at 09:30:52 AM

Instrument # 2006020023 Book 2988 Page 26

Grantor FRUEND, LEWIS B

Grantee R & L INVESTMENT HOLDINGS LLC

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 12<sup>th</sup> day of, JULY, 2006, by and between  
Lewis B Freund and Carol Freund, husband and wife

Grantor(s),

of the County of Saint Charles, State of Missouri party of the first part, and  
R & L Investment Holdings, LLC

Grantee(s),

Grantee'(s) address: 242 Cornwall Drive, Weldon Springs, MO 63304  
of the County of Saint Charles, 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 Saint Charles and the State of Missouri, to-wit.

Lot Twenty-Two (22) and Lot Nine (9) of MORRIS SUBDIVISION NUMBER TWO (2) as shown by a survey recorded in Book 388, Page 740, Records of Boone County, Missouri, and being a part of the Northwest Quarter (NW 1/4) of Section Twenty (20), Township Forty-Nine (49) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri.

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

BOONE COUNTY MO JUL 21 2006

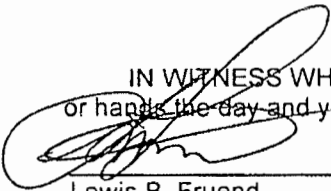
## Unofficial Document

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

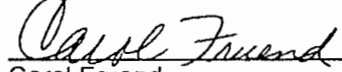
TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

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 2006 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

  
\_\_\_\_\_

Lewis B Freund

  
\_\_\_\_\_

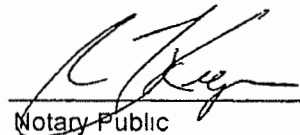
Carol Freund

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF ST. CHARLES )

On this 12 day of JULY, 2006, before me personally appeared:  
Lewis B Freund and Carol Freund, husband and wife

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

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

My Commission Expires  
1/28/07



JOHN T KEEGAN  
St. Charles County  
My Commission Expires  
January 28, 2007

# Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 17

County of Boone

5th

day of September

20 17

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2510 E. Oakbrook Drive A + B, parcel #12-415-20-02-018.00 01

Done this 5th day of September, 2017.

ATTEST:

Taylor W. Burks  
Taylor W. Burks  
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
Fred J. Parry  
District I Commissioner

Absent  
Janet M. Thompson  
District II Commissioner

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

In Re: Nuisance Abatement	)	September Session
2510 E. Oakbrook Drive	)	July Adjourned
A+B	)	Term 2017
Columbia, MO 65202	)	Commission Order No. <u>395-2017</u>

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

**NOW** on this 5<sup>th</sup> day of September 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: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 2510 E. Oakbrook Drive A+B a/k/a parcel# 12-415-20-02-018.00 01, Section 19, Township 49, Range 12 as shown in deed book 0388 page 0740, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 9<sup>th</sup> day of August to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

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

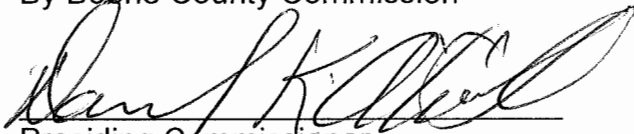
**Order For Abatement Chargeable As a Special Assessment To The Property**

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


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

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

Boone County, Missouri  
By Boone County Commission

  
Presiding Commissioner

ATTEST:

  
Boone County Clerk

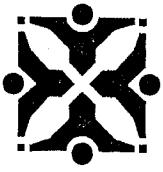
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2510 E. Oakbrook Drive A+B  
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Sincerely,

[Handwritten signature]

Kristine Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid, on the 25th day of August 2017 by [initials]

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Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
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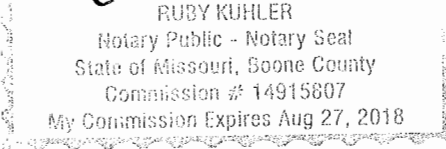
- 1st Insertion \_\_\_\_\_ August 9, 2017
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- 3rd Insertion \_\_\_\_\_
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\$73.80  
Printer's Fee

By: Jason Meyer  
Jason Meyer

Subscribed & sworn to before me this 19 day of August, 2017

[Signature]  
Notary Public



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To: R&L Investment Holdings LLC  
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Type of Nuisance: Growth of weeds in excess of twelve inches high

Property Description: Morris Subdivision, # 2, Lot 22, Boone County, Missouri, a/k/a 2510 E. Oakbrook Drive A+B as shown by deed book 2988 page 0026

Type of Nuisance: Growth of weeds in excess of twelve inches high

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203. Date of Declaration, Order and Publication:

Stephanie Browning, Director,  
Columbia/Boone County  
Department of Public Health

INSERTION DATE: August 9, 2017.

# Parcel Information Viewer

▼  
X  
Zoom to Neighborhood...

▼  
X  
Zoom to Location...

1241520020050001

**Owner** R & L INVESTMENT HOLDINGS  
**Address** 242 CORNWALL DR  
**City, State, Zip** WELDON SPRINGS, MO 63304  
**School** COLUMBIA (C1)  
**Legal Description** MORRIS SD #2 LOT 9  
**Lot Size** 116.6 x 140  
**Parcel** 12-415-20-02-005.00 01

**Full Real Estate Summary**

**Location Information**  
**Property Address** 2505 E OAKBROOK DR A+B  
**Section/Township/Range** Sec. 20 49 12

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

**Recorded Documents**  
**Deed Book/Page** [2988 0026](#)  
[2755 0076](#)  
[2617 0067](#)  
[2585 0084](#)  
**Subdivision Plat Book/Page** [0388 0740](#)

Current Appraised			
Type	Land	Bldgs	Total
RV	\$3,100	\$0	\$3,100
<b>Totals</b>	<b>\$3,100</b>	<b>\$0</b>	<b>\$3,100</b>

Current Assessed			
Type	Land	Bldgs	Total
RV	\$589	\$0	\$589
<b>Totals</b>	<b>\$589</b>	<b>\$0</b>	<b>\$589</b>

**Most Recent Tax Bill(s)**



Click here for navigation tips

Ider  
Use I  
Yes  
No

2504 & 2510 Oakbrook Dr is over grown with weeds and is harboring snakes.

7/21, weeds & vacant lots



**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** 12-415-20-02-018.00 01

**Property Location** 2510 E OAKBROOK DR A+B

**City**  
**Library** BOONE COUNTY (L1)

**Road** COMMON ROAD DISTRICT (CO)  
**Fire** BOONE COUNTY (F1)

**School** COLUMBIA (C1)

**Owner** R & L INVESTMENT HOLDINGS LLC  
**Address** 242 CORNWALL DR  
**City, State Zip** WELDON SPRINGS, MO 63304

**Subdivision Plat Book/Page**

**Section/Township/Range** 20 49 12

**Legal Description** MORRIS 2 (SUR 388-740)  
 LOT 22

**Lot Size** 115.10 x 140.00

**Deed Book/Page**

2988 0026	2755 0076	2617 0067	2585 0084
-----------	-----------	-----------	-----------

<b>Current Appraised</b>				<b>Current Assessed</b>			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RV	3,100	0	3,100	RV	589	0	589
<b>Totals</b>	<b>3,100</b>	<b>0</b>	<b>3,100</b>	<b>Totals</b>	<b>589</b>	<b>0</b>	<b>589</b>

**Most Recent Tax Bill(s)**

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 This Web application was developed by [Boone County](#).

# Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time 07/21/2006 at 09:30:52 AM

Instrument # 2006020023 Book 2988 Page 26

Grantor FRUEND, LEWIS B

Grantee R & L INVESTMENT HOLDINGS LLC

Instrument Type WD

Recording Fee \$27.00 S

No of Pages 2

Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

## GENERAL WARRANTY DEED

This Deed, made and entered into this 12<sup>TH</sup> day of, JULY, 2006, by and between Lewis B Freund and Carol Freund, husband and wife

Grantor(s),

of the County of Saint Charles, State of Missouri party of the first part, and R & L Investment Holdings, LLC

Grantee(s),

Grantee(s) address: 242 Cornwall Drive Weldon Springs, MO 63304  
of the County of Saint Charles, 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 Saint Charles and the State of Missouri, to-wit.

Lot Twenty-Two (22) and Lot Nine (9) of MORRIS SUBDIVISION NUMBER TWO (2) as shown by a survey recorded in Book 388, Page 740, Records of Boone County, Missouri, and being a part of the Northwest Quarter (NW 1/4) of Section Twenty (20), Township Forty-Nine (49) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri.

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

BOONE COUNTY MO JUL 21 2006

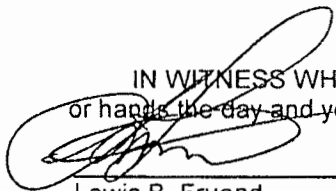
Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any

## Unofficial Document

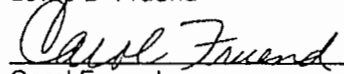
TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

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 2006 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

  
\_\_\_\_\_

Lewis B Freund

  
\_\_\_\_\_

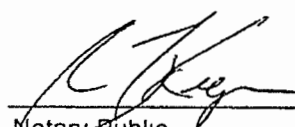
Carol Freund

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF ST. CHARLES )

On this 12 day of JULY, 2006, before me personally appeared:  
Lewis B Freund and Carol Freund, husband and wife

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

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

My Commission Expires  
1/28/07



JOHN T KEEGAN  
St. Charles County  
My Commission Expires  
January 28, 2007

# Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

5th

day of September

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 5905 Kent Drive, parcel #12-415-20-01-091.00 01

Done this 5th day of September, 2017.

ATTEST:

*Taylor W. Burks*  
Taylor W. Burks  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Absent*

Janet M. Thompson  
District II Commissioner

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

In Re: Nuisance Abatement	)	September Session
5905 N. Kent Drive	)	July Adjourned
Columbia, MO 65202	)	Term 2017
	)	Commission Order No. <u>396-2017</u>

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

**NOW** on this 5<sup>th</sup> day of September 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: junk, trash, rubbish, garbage, tires and other refuse and growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 5905 N. Kent Drive a/k/a parcel# 12-415-20-01-091.00 01, Section 20, Township 49, Range 12 as shown in deed book 4169 page 0131, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage and other refuse and growth of weeds in excess of twelve inches high in violation of section 6.5 and 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 24<sup>th</sup> day of July to the lien holder and the 9<sup>th</sup> day of August to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County



Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

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

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

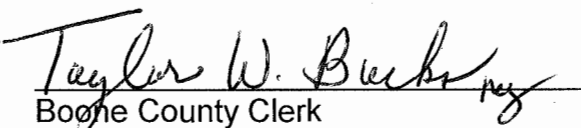
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment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

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

Boone County, Missouri  
By Boone County Commission

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

ATTEST:

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

Photographs taken 8/24/17 @ ~ 10:45 am  
5905 N. Kent Drive





Levi C. Boley/MERS  
5905 N. Kent Drive  
Health Department nuisance notice - timeline

- 7/10/17: citizen complaint received
- 7/13/17: initial inspection conducted
- 7/20/17: notice of violation sent to owner and lien holder, return receipt requested – owner never signed for notice
- 7/24/17: lien holder signed for notice
- 8/9/17: notice to owner posted in local newspaper
- 8/24/17: reinspection conducted - violation not abated - photographs taken at ~ 10:45 am
- 8/25/17: hearing notice sent



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Levi C. Boley  
5905 N. Kent Drive  
Columbia, MO 65202-8153

An inspection of the property you own located at 5905 N. Kent Drive (parcel # 12-415-20-01-091.00 01) was conducted on July 13, 2017 and revealed junk, trash, rubbish, garbage and other refuse and growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, September 5, 2017 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, 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,

Kristine Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 25<sup>th</sup> day of August 2017 by vje.

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



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Mortgage Electronic Registration Systems Inc.
PO Box 2026
Flint, MI 48501-2026

An inspection of the property you hold a lien on located at 5905 N. Kent Drive (parcel # 12-415-20-01-091.00 01) was conducted on July 13, 2017 and revealed junk, trash, rubbish, garbage and other refuse and growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.7.

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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,

[Handwritten signature]

Kristine Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 25th day of August 2017 by [initials]

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

**AFFIDAVIT OF PUBLICATION**

STATE OF MISSOURI ) ss.  
County of Boone )

I, Jason Meyer, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion \_\_\_\_\_ August 9, 2017
- 2nd Insertion \_\_\_\_\_
- 3rd Insertion \_\_\_\_\_
- 4th Insertion \_\_\_\_\_
- 5th Insertion \_\_\_\_\_
- 6th Insertion \_\_\_\_\_
- 7th Insertion \_\_\_\_\_
- 8th Insertion \_\_\_\_\_
- 9th Insertion \_\_\_\_\_
- 10th Insertion \_\_\_\_\_
- 11th Insertion \_\_\_\_\_
- 12th Insertion \_\_\_\_\_
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- 17th Insertion \_\_\_\_\_
- 18th Insertion \_\_\_\_\_
- 19th Insertion \_\_\_\_\_
- 20th Insertion: \_\_\_\_\_
- 21st Insertion: \_\_\_\_\_
- 22nd Insertion: \_\_\_\_\_

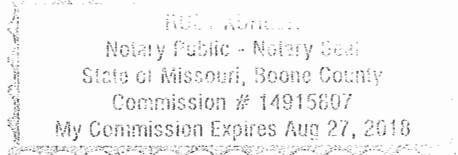
\$65.61

Printer's Fee

By: Jason Meyer  
Jason Meyer

Subscribed & sworn to before me this 14 day of August, 2017

[Signature]  
Notary Public



**NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT**

To: Levi C. Boley  
5905 N. Kent Drive  
Columbia, MO 65202-8153

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Gregory Heights Subdivision, Addition No. 3, Lot 102, Boone County, Missouri, a/k/a 5905 N. Kent Drive as shown by deed book 4169 page 0131

Type of Nuisance: Junk, trash, rubbish, garbage and other refuse and growth of weeds in excess of twelve inches high

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203. Date of Declaration, Order and Publication:

Stephanie Browning, Director,  
Columbia/Boone County  
Department of Public Health

INSERTION DATE: August 9, 2017.

# USPS Tracking® Results

[FAQs > \(http://faq.usps.com/?articleId=220900\)](http://faq.usps.com/?articleId=220900)

**Track Another Package +**

Remove X

**Tracking Number:** 70162070000000105869



**Delivered**

## Product & Tracking Information

[See Available Actions](#)

**Postal Product:**

**Features:**

Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
July 24, 2017, 12:39 pm	Delivered 	FLINT, MI 48501
Your item was delivered at 12:39 pm on July 24, 2017 in FLINT, MI 48501.		
July 24, 2017, 10:30 am	Arrived at Unit	FLINT, MI 48502
July 23, 2017, 2:22 am	Departed USPS Regional Facility	PONTIAC MI DISTRIBUTION CENTER
July 22, 2017, 2:36 pm	Arrived at USPS Regional Facility	PONTIAC MI DISTRIBUTION CENTER



6985 0100 0000 0010 5869  
7016 2070 0000 0202 9102

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

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

**OFFICIAL USE**

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

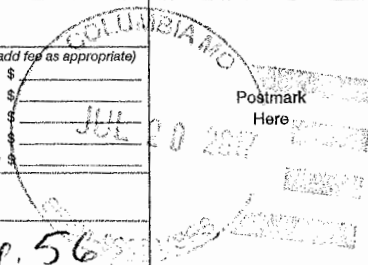
Postage

\$

Total Postage and Fees

\$

6.56



Sent To

Mortgage Electronic Registration System

Street and Apt. No. for PO Box No.

PO Box 2024

City, State, ZIP+4®

Flint, MI 48501-7026

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



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

Mortgage Electronic Registration Systems Inc.  
PO Box 2026  
Flint, MI 48501-2026

An inspection of the property you hold a lien on located at 5905 N. Kent Drive (parcel # 12-415-20-01-091.00 01) was conducted on July 13, 2017 and revealed growth of weeds in excess of twelve inches high on the premises.

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

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

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 20<sup>th</sup> day of July 2017 by [Signature].



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

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

Mortgage Electronic Registration Systems Inc.
PO Box 2026
Flint, MI 48501-2026

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Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 20th day of

July 2017 by [Handwritten initials]

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



Kristine Vellema <kris.vellema@como.gov>

**Re:**

1 message

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

Mon, Jul 10, 2017 at 11:40 AM

yours to handle

On Mon, Jul 10, 2017 at 11:38 AM, Kristine Vellema <kris.vellema@como.gov> wrote:

Julia Young - house south of hers on Kent has tall weeds again and some trash in front - also, 6008 B Kent has tall weeds - 808-6044

--

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: kris.vellema@como.gov or by calling 573-874-7346.

**Kristine N. Vellema**

Environmental Public Health Specialist  
Columbia/Boone County Department of Public Health  
1005 W. Worley Street  
Columbia, MO 65203  
(573) 874-7346  
FAX (573) 817-6407

--  
Kala Wekenborg-Tomka  
Environmental Public Health Supervisor  
current Past President, MO Environmental Health Association  
Columbia/Boone County Public Health and Human Services  
573.874.7346 www.gocolumbiamo.com

*7/13: 5905: weeds, junk / trash*  
*6008: weeds - back yard "B"*

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

CONFIDENTIALITY STATEMENT

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



**Boone County 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** 12-415-20-01-091.00 01

**Property Location** 5905 N KENT DR

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

**Owner** BOLEY LEVI C  
**Address** 5905 N KENT DR  
**City, State Zip** COLUMBIA, MO 65202 - 8153

**Subdivision Plat Book/Page** 0010 0037

**Section/Township/Range** 20 49 12  
**Legal Description** GREGORY HEIGHTS SUB-DIV  
 ADD NO 3 LOT 102

**Lot Size** 78.00 × 120.00

**Deed Book/Page** 4169 0131 3609 0154 1836 0038 0411 0604

<b>Current Appraised</b>				<b>Current Assessed</b>			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	11,700	66,800	78,500	RI	2,223	12,692	14,915
<b>Totals</b>	<b>11,700</b>	<b>66,800</b>	<b>78,500</b>	<b>Totals</b>	<b>2,223</b>	<b>12,692</b>	<b>14,915</b>

**Most Recent Tax Bill(s)  
 Residence Description**

<b>Year Built</b>	1972		
<b>Use</b>	SINGLE FAMILY (101)		
<b>Basement</b>	FULL (4)	<b>Attic</b>	NONE (1)
<b>Bedrooms</b>	3	<b>Main Area</b>	1,194
<b>Full Bath</b>	1	<b>Finished Basement Area</b>	480
<b>Half Bath</b>	1		
<b>Total Rooms</b>	6	<b>Total Square Feet</b>	1,674

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 This Web application was developed by Boone County.

## iRecordWeb REAL Instrument Summary

User:  
[KRIS.VELLEMA@COMO.GOV](mailto:KRIS.VELLEMA@COMO.GOV)  
[Logout](#)

**Nora Dietzel**  
**Boone County, Missouri - Recorder of Deeds**  
**Boone County Recorder of Deeds Columbia, MO 65201-7728**

[View Document](#)

**(573) 886-4345 Office**  
**(573) 886-4359 Fax**

Document recording information

**Instrument** DT - DEED OF TRUST  
**Document No.** 2013014818  
**Book** 4169  
**Page** 132  
**Recording Date** 6/14/2013 3:16:02 PM  
**Dated date** 6/14/2013  
**Page Count** 11

Referenced By This Document (0)References To This Document (4)

**Book: 4169 Page: 133 DT**  
**Book: 4200 Page: 53 DT**  
**Book: 4684 Page: 135 AS**  
**Book: 4771 Page: 10 APT**

**Referenced Amount \$93,279.00**

Grantor(s) (1)

**BOLEY, LEVI C**

Grantee(s) (1)

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC**

Mortgagee's Address

**P O BOX 2026**  
**FLINT, MI 485012026**

Legal Description(s) (1)

**LT 102 GREGORY HEIGHTS ADD#3**

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# Boone County, Missouri

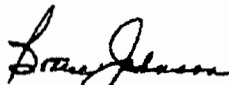
Unofficial Document



Recorded in Boone County, Missouri  
Date and Time: 06/14/2013 at 03:16:02 PM  
Instrument #: 2013014817 Book: 4169 Page: 131

Grantor: VERDINE, KEVIN S  
Grantee: BOLEY, LEVI C

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

  
Bettie Johnson, Recorder of Deeds



Boone-Central Title Company  
File No 1303104

## Missouri General Warranty Deed

This Indenture, Made on 14th day of June, 2013, by and between

Kevin S. Verdine and Kelsey A. Verdine, husband and wife,  
as GRANTOR, and

Levi C. Boley, a single person

as GRANTEE,

Grantee 5905 N. Kent Dr., Columbia, MO 65202  
Mailing/Property Address

WITNESSETH THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10 00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of **Boone** and State of **Missouri**, to wit

**LOT ONE HUNDRED TWO (102) GREGORY HEIGHTS SUBDIVISION ADDITION NO. 3 REPLAT NO. 1 AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 10, PAGE 37, RECORDS OF BOONE COUNTY, MISSOURI.**

Subject to easements, restrictions, reservations, and covenants of record, if any

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever, the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed, that GRANTOR has good right to convey the same, that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires

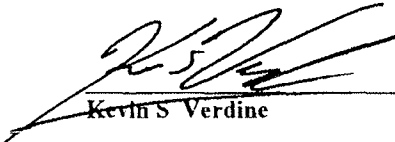
Nora Dietzel, Recorder of Deeds

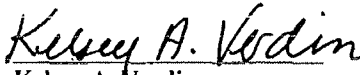
# Boone County, Missouri

BOONE COUNTY MO JUN 14 2013

## Unofficial Document

IN WITNESS WHEREOF, The GRANITOR has hereunto executed this instrument on the day and year above written

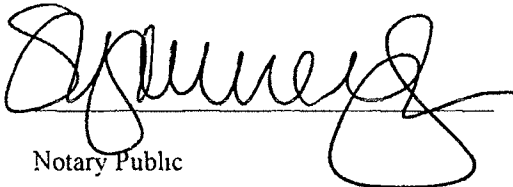
  
Kevin S Verdine

  
Kelsey A Verdine

State of Missouri }  
  } ss  
County of Boone }

On this 14th day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Kevin S. Verdine and Kelsey A. Verdine, husband and wife** to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year in this certificate above written

  
Notary Public

My Term Expires 7/28/2015



SUZANNE L. AYERS  
My Commission Expires  
June 28, 2015  
Cedar County  
Commission #11420942

Nora Dietzel, Recorder of Deeds



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

5th

day of

September

20

17

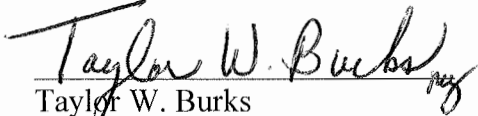
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached grant application by the Boone County Sheriff's Department for the FY2017 Edward Byrne Memorial Justice Assistance Grant.

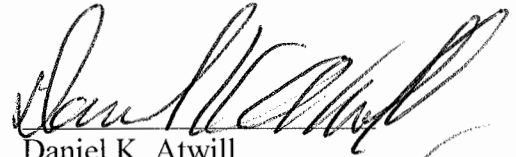
The Commission further authorizes the Presiding Commissioner to sign or authorize grant certifications and assurances as may be reasonably required by the US Department of Justice in order to effectuate this grant.

Done this 5th day of September, 2017.

ATTEST:



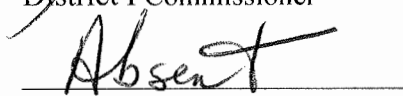
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**2017 MISSOURI LOCAL JAG ALLOCATIONS**

Listed below are all jurisdictions in the state that are eligible for FY 2017 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report here: <https://www.bja.gov/jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>

**Finding your jurisdiction:**

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (\*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MO	BOONE COUNTY	County	*	
MO	COLUMBIA CITY	Municipal	\$37,463	\$37,463
MO	BUCHANAN COUNTY	County	*	
MO	ST JOSEPH CITY	Municipal	\$29,477	\$29,477
MO	CAPE GIRARDEAU COUNTY	County	*	
MO	CAPE GIRARDEAU CITY	Municipal	\$18,232	\$18,232
MO	COLE COUNTY	County	*	
MO	JEFFERSON CITY CITY	Municipal	\$13,004	\$13,004
MO	GREENE COUNTY	County	*	
MO	SPRINGFIELD CITY	Municipal	\$160,702	\$160,702
MO	JACKSON COUNTY	County	*	
MO	INDEPENDENCE CITY	Municipal	\$39,906	
MO	KANSAS CITY CITY	Municipal	\$486,100	\$526,006
MO	JASPER COUNTY	County	\$11,165	
MO	JOPLIN CITY	Municipal	\$21,464	\$32,629
MO	PETTIS COUNTY	County	*	
MO	SEDALIA CITY	Municipal	\$11,244	\$11,244
MO	SCOTT COUNTY	County	*	
MO	SIKESTON CITY	Municipal	\$20,492	\$20,492
MO	FERGUSON CITY	Municipal	\$10,666	
MO	JEFFERSON COUNTY	County	\$30,685	
MO	JENNINGS CITY	Municipal	\$16,919	
MO	ST LOUIS CITY	Municipal	\$425,649	
MO	ST LOUIS COUNTY	County	\$102,380	
MO	UNIVERSITY CITY	Municipal	\$15,553	
	<b>Local total</b>		<b>\$1,451,101</b>	

<b>APPLICATION FOR FEDERAL ASSISTANCE</b>		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE		State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier
<b>5. APPLICANT INFORMATION</b>			
Legal Name Boone County		Organizational Unit Sheriff	
Address 801 East Walnut Columbia, Missouri 65201-7732		Name and telephone number of the person to be contacted on matters involving this application  German, Gary (573) 875-1111	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 43-6000350		7. TYPE OF APPLICANT County	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance TITLE: Grant Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Boone County & City of Columbia FY 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Budget Assistance Project	
12. AREAS AFFECTED BY PROJECT County of Boone, Missouri			
13. PROPOSED PROJECT Start Date: October 01, 2017 End Date: September 30, 2020		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project MO04	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$37,463		
Applicant	\$0		
State	\$0		
Local	\$0		

Other	\$0	This preapplication/application was made available to the state executive order 12372 process for review on 08/14/2017
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$37,463	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Close Window

**Project Abstract:** FY 2017 Byrne JAG Grant Application Number: 2017-H2246-MO-DJ.

**Applicant name:** County of Boone, Missouri.

**Title of the project:** Boone County & City of Columbia FY 2017 Byrne JAG Budget Assistance Project.

**Goal of the project/objective/problem to be addressed:** To purchase law enforcement equipment not attainable within our current operating budgets.

**Targeted area/population:** The targeted area for our programs is the County of Boone, Missouri. These programs will cover an estimated resident population of 176,594 (July 1, 2016 Census estimate), per the United States Census.

**Description of the strategies to be used/outcomes:** We will use contracts already in place and/or use established purchasing policies to obtain the equipment in this grant proposal. The manpower for the programs outlined in this grant application are dedicated to technology. This will allow the projects to be completed in a more timely fashion.

Each entity will work independently on the programs as none of them have been designed to be joint projects. The Applicants have agreed to split the local allocation in a 60/40 manner as a disparate jurisdiction. Both entities have worked together in the past on similar projects to properly disburse and track the grant funds. The Boone County Sheriff's Department has been chosen as the fiscal agent for this application due to experience in applying and reporting on Justice Assistance Grants.

The major outcome of this application will be to provide both of our agencies with much needed equipment that is not attainable with our current operating budgets.

**Project identifiers:** Equipment – General.

**Boone County Sheriff's Department and the Columbia Police Department**

**FY 2017 Edward Byrne Memorial Justice Assistance Grant: 2017-H2246-MO-DJ**

**Program Narrative:**

This is a joint application on behalf of the County of Boone and the City of Columbia, Missouri. This application is submitted for the FY 2017 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation.

Since this is a joint application, the funding will support a variety of needs in Boone County, Missouri. This funding will be split two ways between the Boone County Sheriff's Department and the City of Columbia Police Department.

The County of Boone and the City of Columbia are routing an agreement through both governing bodies as certified disparate jurisdictions to divide the grant funds in a 40/60-split manner. The County of Boone, specifically the Sheriff's Department, has agreed to apply for the grant on behalf of both entities. Pursuant to this agreement, the County of Boone will receive \$14,985.20 (40%) of the total \$37,463.00 local award. The City of Columbia will receive the balance of \$22,477.80 (60%).

## **PROGRAM DESCRIPTIONS:**

### **Columbia Police Department Digital Portable Radio Communications Program:**

The City of Columbia Missouri is a growing community. The city has a population of over 118,000 people and encompasses more than 50 square miles. It is the home of several institutions of higher learning including, the University of Missouri, Columbia College and Stephens College. These institutions bring thousands of students to our community adding to our population.

The Columbia Missouri Police Department has the primary responsibility of policing the community. The over 173 commissioned staff is faced with many different day to day policing challenges. Their duties require constant, reliable communications in various and sometimes hazardous environments. Radio communications often include safety information for responding public safety personnel in emergency situations. Durable, high-quality radio equipment is essential to maintain this form of communication.

The Columbia Police Department has numerous portable radios currently being utilized that are well past the recommended life span. Part of our technology plan calls for the replacement of these radios. The amount of the radio purchase is beyond the funding of our current budget.

### **Standard Features and Benefits of the EF Johnson Viking VP900 Dual Band Portable**

**Radio include, but are not limited to:**

- It has a light-weight, compact design
- It has excellent durability
  - It can be submerged up to 1 meter for 30 minutes
  - It is dust proof
  - It meets all applicable military specifications
  - It has a special housing that protects against shock, vibration and other environmental hazards
- It offers several forms of encryption
- It offers different system interoperability platforms increasing inter-agency communications during emergency situations
- It has an electronic filter that separates voice from background noise
- It will continue to send an emergency signal even if the power is turned off.
- It is easily adaptable and expandable with program ability
- P25 trunking

The EF Johnson Viking VP900 Dual Band Portable Radio will not only meet the new FCC requirements that went into effect 2013, but it will bring the Columbia Missouri Police Department up-to-date in communications technology. This new technology will greatly enhance our effectiveness in emergency situations that call for a multi-agency response. The ability to communicate in this way is important when situations develop that call for resources beyond what the City of Columbia can provide. This is possible because the radios will function with other radio systems that outside agencies such as the Boone County Sheriff's Department,



Missouri State Highway Patrol, the University of Missouri-Columbia currently operate on and have the ability to operate on the 700-800MHZ range. This radio is compliant with the Missouri Statewide Communication Interoperability Plan per the Missouri Department of Public Safety-Missouri Interoperability Center.

The Columbia Missouri Police Department's role in providing law enforcement service to the community hinges on efficient communications. Our department has determined the EF Johnson Portable Radio is the most effective and efficient solution at maintaining and improving this service.

If funding is approved, the Columbia Police Department plans to purchase (8) EF Johnson Viking VP900 Dual Band Portable Radios (based on current price estimates) through a competitive bid process created from previous radio purchases. This process helps ensure the funding is used efficiently and the cost of the services is appropriate.

**Boone County Sheriff's Department Enhanced Ballistic Protection Program:**

The Boone County Sheriff's Department issues current NIJ approved soft body armor to enforcement personnel. The department has a mandatory wear policy for uniformed personnel. Over the last few years the number of violent crimes involving firearms has increased in our community. A disturbing recent trend involves the use of high powered rifles during the commission of felonies. In 2016 the FBI Law Enforcement Officers Killed and Assaulted Program (LEOKA) released preliminary statistics for law enforcement officers killed in the line of duty showing they increased 61% compared to 2015. These statistics further noted that of the 66 felonious deaths, 37 incidents involved handguns and 25 incidents involved rifles or a

shotgun. The Boone County Sheriff's Department is in the process of purchasing a quick deployable rifle ballistic protection plate carrier for all uniformed personnel. If approved the department would like to utilize monies from the Justice Assistance Grant to purchase type IV threat plates for the Detective Unit. The Detective Unit currently has an external body armor system that can accept soft body armor panels and the type IV threat plates. Existing funds do not allow for a full implementation to all staff.

The Boone County Sheriff's Department would like to utilize monies from the Justice Assistance Grant to purchase ProTech type IV armor piercing threat plates for the Detective Unit this would afford maximum protection for the detectives. Detectives are already issued an external ballistic carrier that will accept the rifle plates.

**Standard Features and Benefits of the ProTech type IV armor piercing threat plates and carriers include, but are not limited to:**

- Type IV compliant (7.62x63mm, 166 gr AP) 1 impact
- Stand-alone special threat against rifle threats
- 6.9 pounds per plate
- Curved plate for increased comfort and better fit
- Quick release buckles for ease of removal
- Can pre-load for quick donning and adjustment
- It is easily adjustable for a variety of body sizes and shapes
- Molle attachment system for attaching various accessories

If funding is approved under this grant application, the Boone County Sheriff's Department plans to purchase 28 (14 sets-1 front, 1 back) ProTech level IV armor piercing threat plates through an existing state contract competitive bid process or by following Boone County purchasing policy. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.

**Boone County Sheriff's Department Patrol Rifle Optics Program:**

The Boone County Sheriff's Department implemented a patrol rifle program in 2006. As the program has evolved the department firearms committee identified the need for optics on the patrol rifles. The optics allow for a larger field of view, quick target acquisition and faster sight alignment compared to the current iron sights. In addition, the firearms committee identified the need to co-witness the optics by having a backup system available for quick deployment. A very similar set up was deployed in 2013-2014 with the Special Weapons and Tactics Team (SWAT).

**Standard Features and Benefits of the Vertex Strikefire II Red Dot Optic include, but are not limited to:**

- Includes lower 1/3 co-witness 30mm cantilever mount
- Excellent durability
  - VIP Warranty-unconditional, unlimited lifetime warranty
  - It is dust and moisture proof
  - Nitrogen gas purging delivers fogproof, waterproof performance
  - Rugged construction withstands recoil and impact

- Rated operating temperature -22 to +140 degrees Fahrenheit
- Non-critical eye relief for rapid target acquisition
- Offers 10 variable illumination settings-including 2 night vision compatible settings
- Auto-shutdown after 12 hours maximizes battery life
- Typical battery life is 300 hours to 6,000 hours depending on brightness setting
- Low glare matte finish
- Fully multi-coated anti-reflective coatings on all air-to-glass surface
- 1X magnification
- Parallax Free

**Standard Features and Benefits of the Troy Industries Flip-up rear sight include, but are not limited to:**

- Quick and locking deployment of rear sight
- T6 Aircraft Aluminum construction
- MIL-SPEC Type III hard coated
- 0.5 Minute of Angle adjustment
- 2 peep aperatures
- Ease of installation
- Low profile snag resistant design

If funding is approved under this grant application, the Boone County Sheriff's Department plans to purchase thirty-three (33) Vertex Strikefire II Red Dot sights and thirty-three (33) Troy Industries flip-up rear sight utilizing Boone County Purchasing policies or a competitively bid

process. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.

**Boone County Sheriff's Department Digital Full Frame Sensor Camera Program:**

The Boone County Sheriff's Department Crime Scene Investigation (CSI) Unit currently uses limited or cropped frame sensor cameras. The CSI Unit identified the need for a digital full frame sensor camera for high quality, low light, true angle (no conversion), depth of field photography situations. The camera would enhance the capabilities of CSI Unit when processing a multitude of crime scenes. The Nikon D750 DSLR camera body will meet these needs. The Nikon D750 DSLR camera body will work with the current camera lenses that the department currently has.

**Standard Features and Benefits of the Nikon D750 DSLR camera body include, but are not limited to:**

- 24.3 mega pixel FX-Format CMOS sensor
- 3.2" 1,229k-dot color tilting LCD monitor
- Full HD 1080p video recording at 60 frames per second
- Native ISO 12800, extended to ISO 51200
- Continuous shooting up to 6 frames per second
- Time lapse shooting and exposure smoothing
- Built-in Wi-Fi connectivity
- EXPEED 4 image processor
- Multi-CAM 3500FX II 51-point AF sensor

- Dual SD memory card slots for extended file storage

If funding is approved under this grant application, the Boone County Sheriff's Department plans to purchase one (1) Nikon D750 DSLR camera body utilizing Boone County's purchasing policies. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.

**PERFORMANCE MEASURES:**

Both applicants within this request are required by Department Policy or State Law to maintain records on various different levels of incidents. This requirement will allow us to query existing data and measure the results of the work performed with the equipment gained from this funding request. Both entities in this application currently follow grant reporting guidelines and have proficiency in accurate and timely reporting.

**CLOSING:**

As per the Memorandum of Understanding, the Boone County Sheriff's Department will be responsible for the application, drawdown and dissemination of funds to the City of Columbia. The Sheriff's Department will also be responsible for fulfilling all reporting requirements of this grant program. The Sheriff's Department was chosen for this due to their experience handling JAG funds.

The tracking and reporting of all monies received and disbursed relating to this grant will be accomplished through the use of separate funds and/or accounts established for such purposes. All monies received from this grant will be recorded, tracked and reported in such a manner as to identify and account for them separately from other County resources.

Since this funding will go toward equipment, both recipients plan to start work on these programs immediately. As soon as the grant funds have been deposited we will route a Budget Amendment proposal through a public hearing at a regular Commission meeting to approve the spending as outlined in this grant application.

The assistance of these grant funds will allow us to purchase much needed equipment that would otherwise not be attainable with our current budget shortfall. On behalf of both applicants encompassed in this application, we would like to thank the Edward Byrne Memorial Justice Assistance Grant program, and the reviewers, for this opportunity. As the economy has improved the department has lagged in keeping pace with the evolving technology demands. We have worked hard at maintaining a certain level of customer satisfaction; however, the economic situation over the past several years has made this an overwhelming task. These grant funds will certainly help our ailing budget and allow us to focus on more needs in future budget years.

**Boone County Sheriff's Department and the Columbia Police Department**

**FY 2017 Edward Byrne Memorial Justice Assistance Grant: 2017-H2246-MO-DJ**

**Budget Detail Worksheet and Budget Narrative:**

This is a joint application on behalf of the County of Boone and the City of Columbia, Missouri. This application is submitted for the FY 2017 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation.

Since this is a joint application, the funding will support a variety of needs in Boone County, Missouri. This funding will be split two ways between the Boone County Sheriff's Department and the City of Columbia Police Department.

The County of Boone and the City of Columbia have an agreement pending due process that defines us as disparate jurisdictions to divide the grant funds in a 40/60-split manner. The County of Boone, specifically the Sheriff's Department, has agreed to apply for the grant on behalf of both entities. Pursuant to this agreement, the County of Boone will receive \$14,985.20 (40%) of the total \$37,463.00 local award. The City of Columbia will receive the balance of \$22,477.80 (60%).

Boone County and the City of Columbia are aware the allocation is \$37,463.00. We are aware a match is not required. The City of Columbia included \$1,714.20 to expand justice funds to purchase the radios listed in the budget. The County of Boone included \$536.72 to expand justice funds to purchase the camera, rifle plate carrier system and rifle optics program listed in the budget.

The funds will be allocated for the following items under the category of equipment due to our local capitalization policy for classification of equipment. Costs for the equipment listed below were obtained from our current contract holder using existing competitively bid cooperative contract pricing and vendor quotes.

**Budget Detail:**

<u>Category</u>	<u>Amount</u>
<b>A. Personnel</b>	\$0.00
<b>B. Personnel Benefits</b>	\$0.00
<b>C. Travel</b>	\$0.00
<b>D. Equipment</b>	



**Boone County Sheriff's Department Enhanced Ballistic Protection Program:**

ProTech Threat IV plates -- 28 @ \$143.10 each \$4,006.80

**Boone County Sheriff's Department Patrol Rifle Optics Program:**

Vertex Strikefire II Red Dot Sight -- 33 @ \$179.00 each \$5,907.00

Troy Industries Folding Rear Sight -- 33 @ \$115.49 each \$3,811.17

**Boone County Sheriff's Department Full Frame Sensor Camera Program:**

Nikon D750 DSLR camera -- 1 @ \$1,996.95 each \$1,796.95

**Columbia Police Department Digital Portable Radio Communications Program :**

EF Johnson Viking VP900 Radio -- 8 @ \$3,024.00 each \$24,192.00

**E. Supplies** \$0.00

**F. Construction** \$0.00

**G. Consultants/Contracts** \$0.00

**H. Other Costs** \$0.00

**I. Indirect Costs** \$0.00

**Budget Summary:**

**A. Personnel** \$0.00

**B. Personnel Benefits** \$0.00

**C. Travel** \$0.00

**D. Equipment** \$39,713.92

**E. Supplies** \$0.00

**F. Construction** \$0.00

**G. Consultants/Contracts** \$0.00

**H. Other Costs** \$0.00

**I. Indirect Costs** \$0.00

**Local match** \$2,250.92

**Federal Request** \$37,463.00

**Total budget for all programs including local match** \$39,713.92

If awarded these grant funds, items already on bid or below the bid threshold will be ordered as soon as funds are received and local budgets are established. Items that are not

currently on bid will be sent through "Request for Proposal" or "Request for Bid" process in accordance with both the City of Columbia and the County of Boone Purchasing Policies. If the vendor is determined to be a sole source provider, local procurement policies for sole source purchases will be followed. Both entities will procure the equipment items listed above in the most cost effective manner possible.

## **Boone County Sheriff's Department and the Columbia Police Department**

### **FY 2017 Edward Byrne Memorial Justice Assistance Grant: 2017-H2246-MO-DJ**

#### **Review Narrative:**

The City of Columbia and the County of Boone have been certified as disparate jurisdictions, and are filing this application jointly. Both entities have come to the agreement that the County of Boone, specifically the Boone County Sheriff's Department, will be the Authorized Representative for this application and any subsequent reporting of expended funds. Both entities have agreed on how the FY2016 Byrne JAG funds will be divided and what equipment and programs will be supported by this grant through the respective departments.

The City of Columbia and the County of Boone have drafted an Intergovernmental Agreement which as of the date of this application submission is still in process for signatures. The agreement must pass through two Columbia City Council meetings and two Boone County Commission meetings. Once the agreement is finalized by both entities we can provide a copy of the fully executed document. A copy of the draft agreement has been supplied with this application.

The aforementioned agreement establishes that the City of Columbia and the County of Boone agree to divide the award using a 60/40 split calculation. The City of Columbia agrees that the County of Boone will receive \$14,985.20 of the allotted \$37,463.00 under this joint application; with the balance of \$22,477.80 going to the City of Columbia. The agreement was drafted under the same guidelines as previous years and therefore we see no reason it will not go through.

Notice of the application was read in public forum on August 31, 2017 and made available to the Boone County Commission for the required review. The application was further advertised for a second hearing in the Boone County Commission and September 5, 2017 a second reading in a public meeting was conducted. Public notices of all Boone County Commission meetings are made by web site posting, local newspaper notice and email distribution. The application was approved by the Boone County Commission on September 5, 2017; a copy of the signed Commission Order has been submitted with this application.

Being subject to review under Executive Order 12372, information for this application was submitted to the State of Missouri for review and returned on August 29, 2017 (a copy of the letter is included with this application).

**The County of Boone and the City of Columbia, Missouri**

**FY 2017 Edward Byrne Memorial Justice Assistance Grant: 2017-H2246-MO-DJ**

**Disclosure of Pending Applications:**

The City of Columbia and the County of Boone have no pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same projects being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

**The County of Boone and the City of Columbia, Missouri**

**FY 2017 Edward Byrne Memorial Justice Assistance Grant: 2017-H2246-MO-DJ**

**Disclosure of Pending Applications Table:**

<b>Federal or State Funding Agency</b>	<b>Solicitation Name/Project Name</b>	<b>Name/Phone/E-mail for Point of Contact at Funding Agency</b>
Not Applicable	Not Applicable	Not Applicable

**The County of Boone and the City of Columbia, Missouri**

**FY 2017 Edward Byrne Memorial Justice Assistance Grant: 2017-H2246-DJ**

**Disclosure of High Risk Status:**

The City of Columbia and the County of Boone are not currently designated high risk by any federal grant making agency.



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

OMB Number: 1121-0329  
Expiration Date: 12/31/2018

**FINANCIAL MANAGEMENT AND SYSTEM OF INTERNAL CONTROLS QUESTIONNAIRE**

The financial management system of each non-Federal entity must provide for the following

- Retention requirements for records
- Requests for transfer of records
- Methods for collection, transmission and storage of information
- Access to records
- Restrictions on public access to records

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.
- (7) Written procedures for determining the allowability of costs.

**APPLICANT ORGANIZATIONAL INFORMATION**

1. Name of Organization and Address:

Organization Name:

Street1:

Street2:

City:

State:

Zip Code:

2. Authorized Representative's Name and Title:

Prefix:  First Name:  Middle Name:

Last Name:  Suffix:

Title:

3. Phone:  4. Fax:

5. Email:

6. Year Established: <input type="text" value="1820"/>	7. Employer Identification Number (EIN): <input type="text" value="43-6000350"/>	8. DUNS Number: <input type="text" value="1827391770000"/>
---	---	---

9. Type of Organization:

State   
 Municipality   
 Non-Profit   
 Higher Education   
 Tribal   
 For-Profit  
 Other:



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

OMB Number: 1121-0329  
Expiration Date: 12/31/2018

**AUDIT INFORMATION**

An audit is conducted using generally accepted auditing standards (GAAS) or Generally Accepted Governmental Auditing Standards (GAGAS) and results in an audit report with an opinion.

10. The organization has undergone the following types of audit(s) (Please check all that apply):

- OMB A-133 Single Audit
- Financial Statement Audit
- Defense Contract Agency Audit (DCAA)
- None
- Programmatic Audit & Agency:

Missouri State Cyber Crimes Grant & Missouri Dept. of Public Safety.

Other Audit & Agency:

11. Most Recent Audit:  Within the past 12 months  Within the past two years  More than two years

Name of Audit Agency/Firm: Rubin Brown LLP

**AUDITOR'S OPINION:**

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

- Unqualified Opinion
- Qualified Opinion
- Disclaimer, Going Concern or Adverse Opinions

Please enter the number of findings: 0

Please enter the amount of questioned costs: \$0.00

Were material weaknesses noted in either the Financial Statement or Single Audit?  Yes  No

**ACCOUNTING SYSTEM**

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

- Manual
- Automated
- Combination

14. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?

- Yes
- No
- Not Sure

15. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?

- Yes
- No
- Not Sure

16. Does your accounting system have the capability to document the recording of cost sharing or match for each grant? Can you determine if documentation is available to support recorded match or cost share?

- Yes
- No
- Not Sure

17. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?

- Yes
- No
- Not Sure

18. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available or by budget cost category (e.g. Personnel, Travel, etc.)?

- Yes
- No
- Not Sure

19. Is the organization familiar with the existing Federal regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?

- Yes
- No
- Not Sure





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

OMB Number: 1121-0329  
Expiration Date: 12/31/2018

**PROPERTY STANDARDS, PROCUREMENT STANDARDS, AND TRAVEL POLICIES**

**PROPERTY STANDARDS**

20. Does your property management system(s) provide for maintaining:  
(1) a description of the equipment; (2) an identification number; (3) source of the property, including the award number; (4) where title vests; (5) acquisition date; (6) federal share of property cost; (7) location and condition of the property; (8) acquisition cost; & (9) ultimate disposition information?

Yes  No  Not Sure

**PROCUREMENT STANDARDS**

21. Does your organization maintain written procurement procedures which (1) avoid unnecessary purchases; (2) provide an analysis of lease and purchase alternatives; and (3) provide a process for soliciting goods and services?

Yes  No  Not Sure

22. Does your procurement system provide for the conduct to determine selection on a competitive basis and documentation of cost or price analysis for each procurement action?

Yes  No  Not Sure

23. Does your procurement system include provisions for checking the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award? Please visit [www.sam.gov](http://www.sam.gov).

Yes  No  Not Sure

**TRAVEL POLICY**

24. Does your organization:

(a) maintain a standard travel policy?

Yes  No

(b) adhere to the Federal Travel Regulation? (FTR)

Yes  No

**SUBRECIPIENT MANAGEMENT AND MONITORING**

25. (For Pass-through entities only). Does your organization have controls in place to monitor activities of subrecipients, as necessary, to determine that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the award and that performance goals are achieved (2 CFR200)?

Yes  No  Not Sure  
 N/A (Your organization does not make subawards.)

**STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION**

I certify that the above information is complete and correct to the best of my knowledge. This document must be certified by the organization's Authorized Representative, Executive Director, Chief Financial Officer, Chairman of the Board of Directors, or similar position.

Name:

**Gary German**

Date:

**2017-08-20**

Title:

Executive Director  Chief Financial Officer  Chairman  
 Other **Captain**

Phone:

**(573) 876-6101**

**Project Certifications and Assurances by Chief Executive:** FY 2017 Byrne JAG Grant  
Application Number: 2017-H2246-MO-DJ.

**Applicant name:** County of Boone, Missouri.

**Title of the project:** Boone County & City of Columbia FY 2017 Byrne JAG Budget  
Assistance Project.

Boone County and the City of Columbia have discussed this requirement and are working out the details for compliance with this new requirement. We believe this should be completed prior to an award or within the next 60 to 90 days.

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. § 1373, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2017 OJP program under which this certification is being submitted ("the FY 2017 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2017 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. § 901(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
  - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2017 OJP Program; and
  - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2017 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2017 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

  
Signature of Chief Legal Officer of the Jurisdiction

Charles J. Dykhouse  
Printed Name of Chief Legal Officer

8/24/2017  
Date of Certification

County Counselor  
Title of Chief Legal Officer of the Jurisdiction

County of Boone, Missouri  
Name of Applicant Government Entity (i.e., the applicant to the FY 2017 OJP Program identified below)

FY 2017 OJP Program: Byrne Justice Assistance Grant ("JAG") Program

**NOTE: You must click on the "Accept" button at the bottom of the page before closing this window**



OMB APPROVAL  
NUMBER 1121-0140

EXPIRES 05/31/2019

**U.S. DEPARTMENT OF JUSTICE**

**OFFICE OF JUSTICE PROGRAMS**

**CERTIFIED STANDARD ASSURANCES**

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the Office of Justice Programs (OJP), U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any OJP decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by OJP based on the application--
  - a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
  - b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
  - c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by OJP based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
  - a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
  - b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)); section 1407(e) of the Victims of Crime Act of 1984 (42 U.S.C. § 10604(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (42 U.S.C. § 13925(b)(13)) also may apply;
  - c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by OJP based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), and 46 (human subjects protection).

(6) I assure that the Applicant will assist OJP as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by OJP based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by OJP based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by the Department, including by OJP and by the Department's Office of the Inspector General.

Accept

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

Justice Assistance Grant (JAG) Program

**Body Armor Mandatory Wear Policy Certification**

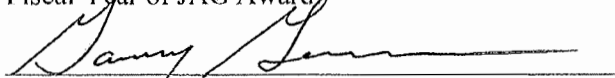
On behalf of the applicant entity named below, I certify the following to the Office of Justice Programs, U.S. Department of Justice:

I have personally read and reviewed the section entitled "Body Armor Certification" in the program announcement for the grant program identified above. I certify that our agency currently has a written "mandatory wear" policy in effect.

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Justice Programs).

Fiscal Year of JAG Award: 2017



Signature of Certifying Official

**Gary German**

Printed Name of Certifying Official

**Captain**

Title of Certifying Official

**County of Boone**

Full Name of Applicant Entity

**8-30-17**

Date



**Eric R. Greitens**  
Governor

State of Missouri  
**OFFICE OF ADMINISTRATION**

**Sarah Steelman**  
Commissioner

Post Office Box 809  
Jefferson City, Missouri 65102  
Phone: (573) 751-1851  
Fax: (573) 751-1212

August 29, 2017

Captain Gary German  
Boone County  
801 East Walnut  
Columbia, MO 65201-7732

Subject                   SAI: 1802017  
                              **Legal Name: Boone County**  
                              Justice  
                              16.738 - Edward Byrne Memorial Justice Assistance Grant Program  
                              Project Description: Boone County & City of Columbia FY2017 Edward Byrne  
                              Memorial Justice Assistance grant (JAG) Budget Assistance Project

The Missouri Federal Assistance Clearinghouse, in cooperation with state and local agencies interested or possibly affected, has completed the review on the above project application.

None of the agencies involved in the review had comments or recommendations to offer at this time. This concludes the Clearinghouse's review.

A copy of this letter is to be attached to the application as evidence of compliance with the State Clearinghouse requirements.

Sincerely,

A handwritten signature in blue ink that reads "Sara VanderFeltz".

Sara VanderFeltz  
Administrative Assistant

cc: Mid-Missouri

THE STATE OF MISSOURI  
COUNTY OF BOONE

CONTRACT NO. \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF COLUMBIA, MISSOURI AND COUNTY  
OF BOONE, MISSOURI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
FY 2017 LOCAL SOLICITATION**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between The **COUNTY of BOONE**, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the **CITY of COLUMBIA**, acting by and through its City Manager, hereinafter referred to as CITY, both of Boone County, State of Missouri.

**WHEREAS**, both parties are empowered to enter into cooperative agreements for the purposes herein stated pursuant to Section 70.220 RSMo; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the parties anticipate a total allocation under this grant in the amount of \$37,463.00 hereinafter referred to as JAG funds, to COUNTY; and

**WHEREAS**, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

COUNTY agrees to pay CITY a total of Sixty Percent (60%) of JAG funds received herein, or an anticipated \$22,477.80 of JAG funds. COUNTY is the Applicant / Fiscal Agent for the joint funds.



**Section 2.**

COUNTY agrees to use a total of Forty Percent (40%) of JAG funds received herein for approved program(s), or an anticipated \$14,985.20 of JAG funds.

**Section 3.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 4.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 5.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**BOONE COUNTY, MISSOURI**

Through Its County Commission

By:

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
C.J. Dykhouse, County Counselor

**CITY OF COLUMBIA, MISSOURI**

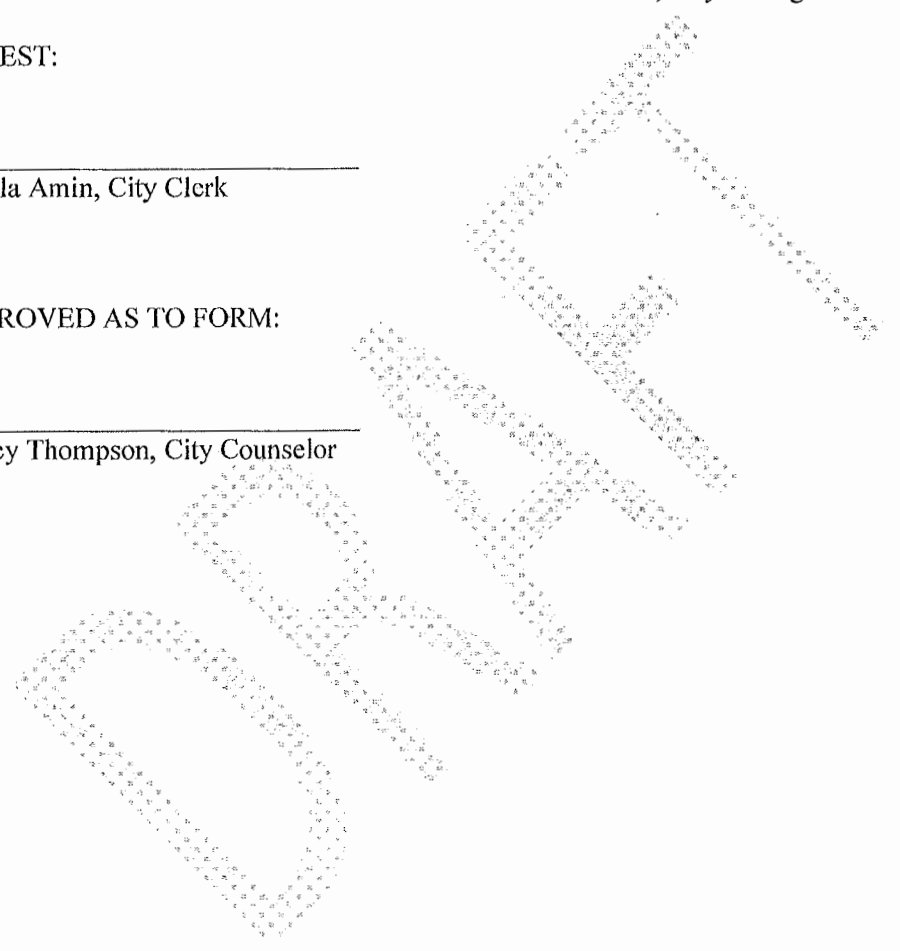
By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the 5th day of September 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 City of Columbia Cooperative Contract 50/2017 – Directional Boring Services Term & Supply to purchase Directional Boring Services from Selcon Construction, LLC.

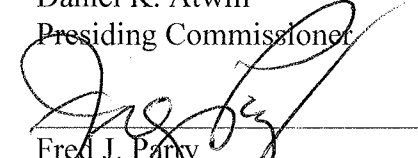
The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement for Directional Boring Services.


Done this 5th day of September, 2017

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

398-2017

# Boone County Purchasing

Robert Wilson  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: August 25, 2017  
RE: Cooperative Contract: 50/2017 – Directional Boring Services – Term & Supply.

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Dave Dunfords, our Radio Consultant, and Joint Communications request permission to utilize the City of Columbia cooperative contract number **50/2017** to purchase **Directional Boring Services** from Selcon Construction, LLC.

This is a term and supply contract and will be paid from department 2704 – Joint Comm Radio Network.

cc: Chad Martin, Director Joint Communications  
Dave Dunford, Radio Consultant  
Contract File

**PURCHASE AGREEMENT  
FOR  
DIRECTIONAL BORING CREW SERVICES - TERM AND SUPPLY**

**THIS AGREEMENT** dated the 5<sup>th</sup> day of September 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Selcon Construction, LLC**, herein Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for the furnishing of **Directional Boring Crew Services** in compliance with all proposal specifications and any addendum issued for the City of Columbia, Request for Proposal number **50/2017** as well as Boone County Standard Terms and Conditions, insurance requirements, and Annual Wage Order No. 23. 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 and the City of Columbia Request for Proposal number **50/2017** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **on the date written above and extends through July 18, 2018** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four **(4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **directional boring crew services**. **Directional boring crew services** will be provided as required in the proposal specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by County.

4. **Rates and Charges** - Contractor agrees to provide **directional boring crew services** in accordance with its proposal response at the charges specified therein during the contract period. 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 Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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Commission if delivery of products/services are delayed or products/services 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.

**SELCON CONSTRUCTION, LLC.**

**BOONE COUNTY, MISSOURI**

by Joy Oden  
title manager

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

APPROVED AS TO FORM:  
[Signature]  
County Counselor

ATTEST:  
Taylor W. Burks  
Taylor Burks, 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.)

Jane Pitchford by jg 2704 / 92200 Term and Supply  
Signature Date 08/28/2017 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.

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

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

**Certificate Holder address:**

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

**CITY OF COLUMBIA  
CONTRACT # 50/2017**

**DIRECTIONAL BORING CREW SERVICES**

**TERM & SUPPLY**



**FINANCE/PURCHASING DIVISION  
LAWRENCE LUCK  
PURCHASING AGENT  
701 E. BROADWAY  
5<sup>TH</sup> FLOOR  
COLUMBIA, MO 65201**

**DAN CLARK  
ENGINEERING  
SUPERVISOR**

**MICHELLE SORENSEN, CPPB  
PROCUREMENT OFFICER**

**CITY OF COLUMBIA CONTRACT # 50/2017  
FOR DIRECTIONAL BORING CREW SERVICES  
TERM & SUPPLY  
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**Exhibits:**

- A RFP containing City's Scope of Work and Project Specifications
- B None – reserved for future use
- C None – reserved for future use
- D City approved form for Contractor's Performance Bond
- E City approved form for Contractor's Labor & Material Payment Bond
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**CITY OF COLUMBIA CONTRACT # 50/2017  
FOR DIRECTIONAL BORING CREW SERVICES**

THIS CONTRACT (hereinafter "Contract") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and **Selcon Construction, LLC**, a **limited liability company** organized in the State of **Missouri** and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for a term and supply contract for Designated Projects as defined herein and further described in the Bid Documents, Scope of Work, Plans and Project Specifications set forth herein and other Contract Documents; and

WHEREAS, in response to City's competitive solicitation, Contractor has submitted a proposal dated **March 14, 2017** for the Designated Projects, which is attached as Exhibit L; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Designated Projects in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

**1. DEFINITIONS:**

- a. "As directed," "as required," "as permitted," "acceptable to," and words of like import shall mean that the direction, requirement, or permission of the Engineer is intended.
- b. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" or "Contract Documents" shall mean this document and all exhibits and attachments.
- d. "Designated Project Amount" or "Designated Project Price" shall mean for each Designated Project the amount determined according to the process set forth in Section 3 of this Contract. The Designated Project Amount shall include all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind related to the Work.
- e. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.
- f. "Effective Date" shall be the date of the last signatory to this Contract.

- g. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. If applicable, the project manager for this Project shall be identified in subparagraph k of this Section.
- h. "Final Acceptance" shall mean a written notice from the Engineer notifying Contractor that construction has been satisfactorily completed and accepted. The written notice will follow the pre-final and final inspection reports and submission of all affidavits and paperwork required herein.
- i. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved, in writing, by the Engineer. No substitution shall be made unless this definite approval has been obtained from City.
- j. "Project" or "Designated Project" shall mean the building, facility, and/or other improvements for which Contractor is to provide Work under this Contract as designated by City in writing through individual purchase orders. It may also include construction by City or others. Purchase orders may consist of a single project or one phase of a larger project. Contractor shall have no more than one purchase order active at any time under this Contract.
- k. "Project Manager" shall be designated by the City of Columbia to manage the Project on behalf of City and shall be assigned with each individual Purchase Order.
- l. "Project Estimated Price" shall mean the Contractor's estimate for the completion of a Designated Project, based upon the pricing in Contractor's proposal in Exhibit L.
- m. "RFP" shall mean the Request for Proposals issued by the City of Columbia in connection with the Work for the Project. The term RFP shall include and mean RFQ and Request for Quotes or Quotations when the bid documents utilize the term RFQ as opposed to RFP.
- n. "Work" of Contractor or subcontractor includes all items, including but not limited to, transportation of materials and supplies to or from the location of the Project, supervision, management, labor, services, materials, tools, equipment, and supplies whatsoever required to complete the Scope of Work, Plans and Project Specifications as set forth in the Contract Documents, subject to additions, deletions and other changes as provided for in the Contract.

2. **SCOPE OF WORK, PLANS, PROJECT SPECIFICATIONS, AND PROJECT AUTHORIZATION:** Contractor agrees to perform the Work on Designated Projects authorized by City purchase order in writing in a good and workmanlike manner according to the specifications and plans set forth herein and in accordance with Contractor's proposal and pricing which is attached as Exhibit L.

Contractor shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents.

If the Project involves the installation or provision of equipment or goods with manufacturer's warranties, Contractor shall transfer the manufacturer's warranty to City. Contractor further warrants and certifies that any manufacturer's warranty may be transferred to City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by City or specifically stated in the Project Specifications, Plans and Scope of Work, Contractor shall install the equipment or goods in the manner set forth by the manufacturer.

Authorization of Designated Projects by City: During the Term of this Contract, City's Engineer may authorize specific Projects by designating the Project in a written purchase order and requesting from Contractor an estimate for the Work on the Designated Project. Contractor shall within fourteen (14) days provide a written estimate to City's Engineer. Should City elect to proceed with the Designated Project, City shall issue a written Notice to Proceed on the Designated Project. If the estimated costs of the Project exceed twenty-five thousand dollars (\$25,000.00), Contractor shall provide to City an original executed Performance Bond and Labor and Material Payment Bond for the Designated Project, on forms provided by City. The form for Contractor's Performance Bond is attached as Exhibit D. The form for Contractor's Labor and Material Payment Bond is attached as Exhibit E. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Project price, guaranteeing complete and faithful performance of the Designated Project and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of work on the Designated Project. If the costs of the Designated Project exceed twenty-five thousand dollars (\$25,000.00), City's Engineer shall not issue a notice to proceed until Contractor has provided City with original executed Performance Bond and Labor and Material Payment Bonds for the Designated Project. The Notice to Proceed for the Designated Project shall indicate a Completion Time for the Project.

3. **AMOUNTS NOT TO EXCEED:** Under no circumstances shall the cumulative amount of payment from City to Contractor for all Designated Projects authorized pursuant to this Contract exceed the amount appropriated for that purpose in a given year, and each Designated Project shall have a not to exceed amount in the purchase order for Contractor's completion of the Project in accordance with the requirements and terms and conditions set forth in this Contract. City has no financial

obligation for both this purchase order and Contract until City Purchasing Agent issues a purchase order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order. As a term and supply contract the budgeted and appropriated amount is a total amount expendable by City on all contracts and designated projects, with no minimum value promised to Contractor. Contractor may not be selected for any designated projects and if so would receive no compensation at all.

The Designated Project Amount is subject to final determination of Work performed at unit prices set forth in Contractor's Proposal and Pricing submitted by Contractor. Unless otherwise stated elsewhere in the Contract Documents, the quantities of unit price Work set forth in Contractor's Proposal and Pricing and the Project Estimated Price are estimates only, are not guaranteed, and the determination of the actual quantities and classifications of unit price Work performed will be made by City and final payment for all unit price items set forth in Contractor's Proposal and Pricing will be based on actual quantities used on the Designated Project as determined by City. Contractor is responsible for verifying the unit quantities before excavation and/or installation at the Designated Project site. Contractor shall identify and notify City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Project Estimated Price IN ADVANCE of performing the Work. Any increase in quantities of materials or work performed as a result of over-excavation by Contractor will not be compensated.

Payment of the Designated Project Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Designated Project Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Designated Project Amount. The Work set forth in the Designated Project Amount shall be itemized according to the Contractor's Proposal and Pricing and the Contractor's Estimated Price. All Work not specifically set forth in Contractor's Proposal and Pricing as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Designated Project Amount which shall be based on and in accord with the pricing set forth in Contractor's Proposal and Pricing.

- 3.1 TERM & SUPPLY CONTRACT RENEWAL OPTIONS:** The initial term is for one (1) year from the date of signature of this Contract. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, Contractor and City shall continue performance under this Contract until City has a new contract in



place with either Contractor or another provider or until City terminates the Contract.

3.2 This Contract will renew automatically for four (4) additional one-year renewal periods subject to the following:

- a. If Contractor requests an increase in compensation for any renewal period, Contractor shall notify the Purchasing Agent no less than sixty (60) days prior to the end the contract period and shall provide evidence to the satisfaction of the Purchasing Agent of the increased costs incurred by Contractor for any element of the contract for which an increase is thereby requested.
- b. The Contract Administrator of the Purchasing Division shall notify Contractor in writing of the intent to exercise the renewal option. However, failure to notify Contractor does not waive the City's right to exercise the renewal option.

4. **COMPLETION TIME:** Contractor will start work promptly, after receipt of a Notice to Proceed and complete the Work on a Designated Project within as assigned with each purchase order calendar days stated in each individual purchase order from the date of the Notice to Proceed. It is expressly understood and agreed, by and between Contractor and City, that the contract time to complete the Work described in the individual purchase order is a reasonable time to perform the work fully, entirely and in an acceptable manner to City, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted except in case of additional work requested by City under Change Order.

5. **LIQUIDATED DAMAGES:** Time is of the essence in this Contract. A deduction in an amount as assigned with each purchase order will be deducted by City from any amount due, or that may become due, to Contractor as liquidated damages for each day that completion is delayed beyond the time requirement set forth on the Designated Project purchase order. Contractor agrees such sum is a fair and reasonable approximation of the actual damages incurred by City for the Contractor's failure to complete the Work on the Designated Project within the time set forth herein and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by City for such delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to complete the Work on the Designated Project in accordance with this Contract. Specifically, but without limitation, City may exercise any of its default or termination rights under this Contract under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Work on the Designated Project as set forth herein. Permitting Contractor to continue and finish the Work on the Designated Project or any part of it after the expiration of the stipulated time, or after any extension of the time, shall in no way operate as a waiver on the part of City of any of its rights under this Contract.

6. **BONDING:** On each Designated Project on which the Contractor's Project Estimated Price is more than twenty-five thousand dollars (\$25,000.00), Contractor shall deliver, to City, an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Designated Project price, guaranteeing complete and faithful performance of the Designated Project under this Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and Final Acceptance on the Designated Project. The approved form for the Contractor's Performance Bond is attached as Exhibit D. The approved form for the Contractor's Labor and Material Payment Bond is attached as Exhibit E.
7. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
- a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
  - b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
  - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
  - d. **Business Auto Liability.** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - e. 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 City 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.

- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Projects to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F.
  - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
  - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
  - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
8. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts 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 City of Columbia from its own negligence.
9. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.
10. **PAYMENTS:** For each Designated Project, Contractor will be allowed payment in accordance with the following schedule.
- a. Not later than thirty (30) days after receipt of invoice, City will make partial payment to Contractor on the basis of a duly certified payments for materials

delivered/stored on the Designated Project site (or other City approved storage site with such written assurances as required by City) that shall be based only upon the actual cost of such materials to Contractor and shall not include any overhead or profit to Contractor approved estimate of the cost of materials delivered to the Designated Project site and work performed at the Designated Project site during the preceding calendar month by Contractor less any offsets or deductions authorized in this Contract or otherwise authorized by law, but City will retain five percent (5%) of the amount of each such estimate. Not later than thirty (30) days after final tests and acceptance, City will make final payment of the retained five percent (5%). If, for any reason, City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of this Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by Contractor.

- b. Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the Work have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates and that Contractor shall release the City of Columbia from all further claims, which certificate must bear the written endorsement of the Surety on the bond. Contractor shall complete and submit Contractor's Affidavit for Final Payment for the Designated Project as set forth in Exhibit G to City along with any and all other completed affidavits and forms set forth in this Contract with Contractor's request for final payment for the Designated Project. The acceptance by Contractor of the final payment for the Designated Project shall constitute a release and waiver of any and all rights and privileges under the terms of this Contract; further, the acceptance by Contractor of final payment for the Designated Project shall relieve City from any and all claims or liabilities on the part of City relating to or connected with this Contract.
- c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation of this Contract and all Designated Projects will be paid by Contractor, and the total amount of such costs will be included in the total cost of the Work.
- d. Contractor shall pay:

For all transportation and utility service not later than the 20<sup>th</sup> day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of the cost thereof, not later than the 20<sup>th</sup> day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Designated Project, and the balance of the cost thereof not later than the 30<sup>th</sup> day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

To each of his subcontractors, not later than the 5<sup>th</sup> day following each payment to Contractor, the respective amounts allowed Contractor on account of the work

performed by his subcontractor, to the extent of each subcontractor's interest therein.

- e. City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:
  - 1. Unsatisfactory job progress;
  - 2. Defective Work;
  - 3. Failure to make payments to subcontractors or suppliers;
  - 4. Reasonable evidence that all Work or the Designated Project cannot be completed for the unpaid balance of this purchase order Amount;
  - 5. Damage by Contractor or subcontractors or suppliers to property of City or others;
  - 6. Contractor's breach of this Contract; or
  - 7. Contractor's failure to provide requested documentation.
- f. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Designated Project Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

11. **EXTRA WORK AND CHANGES:** If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, City may issue to Contractor a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly. Extra work shall be done in accordance with the specifications. Compensation to Contractor will be calculated as an addition to or deduction from the Designated Project Amount, based upon such written terms as may be established between the Parties either:

- a. By an acceptable lump sum proposal of Contractor submitted for each individual Purchase Order; or
- b. By unit price of the original bid or acceptable unit price for which there is no unit price in the original bid, and a not to exceed amount; or
- c. On a cost-plus limited basis not to exceed a specified limit.

Where such prices or sums cannot be agreed upon, the work shall be done upon a force account basis if so ordered by the Engineer.

11.1 **Force Account.** City may require the work to be done by force account, only when expressly directed in writing by the Engineer and in no other instance whatsoever for any determination of contract adjustments for any work performed on the Designated Project, whether claimed under the Contract, for breach of the Contract, arising from a claimed representation by which the Contract was induced or any other basis. All extra work done on a force account basis will be paid for in the following manner:

**Labor.** For all lead workers and laborers, Contractor will receive the rate of wage paid for each hour that said lead workers and laborers are engaged in the force account work.

Contractor will receive the actual costs paid to, or on behalf of, employees for subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, if such amounts are required by the collective bargaining agreement or employment contract applicable to the classes of labor employed on the work.

An amount equal to ten (10) percent (five (5) percent profit and five (5) percent overhead of the sum of the above items will also be paid Contractor.

**Insurance and Taxes.** For property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, Contractor will receive the actual cost paid, to which no percentage will be added.

**Material.** For material accepted by the Engineer and used, Contractor will receive the actual cost of such material delivered on the work, including transportation charges paid (exclusive of equipment rentals as hereinafter set forth), to which cost ten (10) percent (five (5) percent profit and five (5) percent overhead) will be added. For all material used in connection with, but not entering permanently into the work, reasonable depreciation will be allowed.

**Equipment.** For only that Contractor-owned equipment necessary to accomplish the force account work, including all fuel and lubricants, tires and repairs, Contractor will be allowed an hourly rate equal to the monthly rental rate divided by one hundred seventy-six (176) hours as set out in the Rental Rate Blue Book for Construction Equipment on file in the Office of the Secretary of the Commission at the time the work is begun. The allowed rates will be the rate adjustment factor multiplied by the bare hourly rates multiplied by the regional adjustment factor, plus the estimated operating cost per hour. The allowed time will be the actual operating time on the work. For the time required to move the equipment to and from the site of the work and any authorized standby time, the rate will be fifty (50) percent of the hourly rate after the actual operating costs

have been deducted. All allowed time shall fall within the authorized working hours for such extra work. No payment will be allowed for time elapsed while equipment is broken down or being replaced. The hourly rental rates will apply only to equipment that is already on the job. If the actual unit of equipment to be used is not listed in the schedule, the rate listed for similar equipment with the approximate same initial cost shall be used. Equipment to be used and all prices shall be agreed upon in writing before such equipment is used. An amount equal to ten (10) percent (five (5) percent profit and five (5) percent overhead) of the sum of these items will also be paid to Contractor. Whenever it is necessary for Contractor to rent equipment, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies. All prices shall be agreed upon in writing before such equipment is used.

**Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools or other costs for which no specific allowance is herein provided. No allowance will be made for any consequential loss of profit or production, actual or anticipated because of any force account. Jobsite and home office overhead expenses shall be considered fully compensated by the payments provided in this section.

**Subcontracted Work.** For administration and all overhead costs in connection with approved subcontract work, Contractor will receive an amount equal to five percent of the actual cost of the subcontracted work. The Engineer has the authority to require alterations in the equipment and labor force assigned to force account work, to limit authorization of overtime work to that normally used on a project for work of similar nature or to require overtime work when an emergency exists, and to require the cessation of force account work when adverse conditions seriously limit productivity.

**Statements.** No payment will be made for work performed on a force account basis until Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (a) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (b) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- (c) Quantities of material, prices and extensions.
- (d) Transportation of material.
- (e) Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security.

Statements shall be accompanied and supported by receipted invoices for all rental equipment, material used and transportation charges.

If material used on the force account work is not specifically purchased for such work but is taken from the Contractor's stock, then in lieu of the invoices, Contractor shall furnish an affidavit certifying that such material was taken from Contractor's stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to Contractor.

**Compensation.** Each day the Contractor's representative and the Engineer shall compare records of the cost of work done as ordered on a force account basis. Two copies of these records will be made by the Engineer on forms provided by City, and the copies shall be signed at the end of each day by both the Engineer and Contractor, one copy to be retained by the Engineer, and one copy to be retained by Contractor. The total payment made, as provided in this section shall constitute full compensation for such work.

12. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used. If Contractor is required or desires to use any design, device material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by City. Contractor shall indemnify, defend and save harmless City from any suit, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.
13. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from City, be removed by Contractor and replaced by an employee with proper qualifications.
14. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by Contractor, will be recognized unless such assignment has had the approval of City and the Surety, (if the Designated Project involves bonding), has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:  
  
"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."
15. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. For each Designated Project, Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by City. Any subcontractor performing



work under this Contract at the direction of Contractor shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit H. This completed form shall be submitted to City along with Contractor's application for final payment on a Designated Project.

16. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
  - a. The safety provisions of applicable laws, and building and construction codes, shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during this Project.
  - b. Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on this Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
17. **EQUAL OPPORTUNITY:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation or gender identity.
18. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
19. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

20. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
21. **SPECIFICATIONS AND PLANS:** Contractor shall keep at the job site a copy of the plans and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense. Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.
22. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Until work is accepted by the Engineer, it shall be in the custody and under the charge and care of Contractor. Contractor shall rebuild, repair, restore, or make good, at his own expense, all damages to any portion of the work before its completion and Final Acceptance, caused by the action of the elements or from any other reason. City shall have the right of full possession and use of any or all completed portions of the work, regardless of the completion time for the Contract, and such possession and/or use shall not release Contractor from the proper and adequate maintenance of any street or alley or property over which this work may go, nor shall such possession and/or use be deemed as Final Acceptance by City.

Contractor shall be responsible for a period of one (1) year from and after the date of Final Acceptance by City of the Work on a Designated Project covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.

23. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
24. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.

25. **TERMINATION FOR DEFAULT:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the Engineer may give notice in writing by registered mail to Contractor and the Surety of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction the Engineer the fault specified in said notice, or the Surety does not proceed to take over the work for completion under the direction of the Engineer, City shall have full power and authority, without impairing the obligation of Contract or the bond, to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor and Contractor's Surety shall be liable for all costs and expenses incurred by City in completing the work, and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by City is less than the sum which would have been payable under the Contract if it had been completed by Contractor, Contractor, or Contractor's Surety, shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, Contractor and Contractor's Surety shall be liable and shall pay to City the amount of such excess.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

26. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever City, through its Purchasing Agent, determines that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:

- a. Stop work on this Contract on the date and to the extent specified in the letter.
  - b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
  - c. Complete on schedule such part of the work as will not be terminated by termination letter.
27. **PREVAILING WAGES:** Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. This Contract shall be based upon payment by Contractor and his subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards. The Missouri Division of Labor Standard Annual Wage Order applicable to this Project is attached as Exhibit I.

Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of Labor Standards and City. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

Pursuant to Section 290.250 RSMo, Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him. After completion of the work and before final payment can be made under this Contract on a Designated Project, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit J.

28. **CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.

c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

29. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in Exhibit K. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Designated Projects.

30. **SPECIFICATIONS:** Contractor shall perform all work on the Designated Projects in accordance the requirements set forth in the Scope of Work, Plans and Project Specifications which are attached as Exhibit A.
31. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
32. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
33. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

34. **GENERAL LAWS:** Contractor shall perform all work to the complete satisfaction of City and in accordance with all federal, state, county, municipal, and other local laws, ordinances, and regulations applicable to said work.

35. **NOTICES:**

a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

**IF TO CITY:**

City of Columbia  
Finance Department  
P.O. Box 6015  
Columbia, MO 65205-6015  
ATTN: City Purchasing Agent

**IF TO CONTRACTOR:**

**Selcon Construction, LLC**  
**313 N Gladstone Ave**  
**Jonesburg, MO 63351**  
ATTN: Joy Oden

With a Copy to:

**City Utilities Department**  
P.O. Box 6015  
Columbia, Mo 65205  
ATTN: Engineer or Project Manager

**As assigned with each Purchase Order**

b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

c. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Contract and/or the Work.

36. **CONTRACT DOCUMENTS:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

<u>Exhibit</u>	<u>Description</u>
A	RFP containing City's Scope of Work, Plans and Project Specifications
B	None – reserved for future use
C	None – reserved for future use
D	City approved form for Contractor's Performance Bond
E	City approved form for Contractor's Labor & Material Payment Bond

F	Contractor's Insurance Certificate
G	Contractor's Affidavit for Final Payment
H	Final Receipt of Payment and Release
I	Missouri Division of Labor Standards Annual Wage Order Applicable for the Project
J	Affidavit of Compliance with Prevailing Wage Law
K	Work Authorization Affidavit
L	Contractor's Proposal and Pricing

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

37. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Designated Projects authorized pursuant to this Contract. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By: Lawrence Luck  
Lawrence Luck, Purchasing Agent

Date: 7-19-17

APPROVED AS TO FORM:

By: Nancy Thompson  
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account(s) **Green Valley Drive Project # E0107, WO 7622492 – The Grasslands Project # E0117, WO 7622136 – Walnut St Professional Building Project # E0053, WO 7622389** and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

By: Michele Nix  
Michele Nix, Director of Finance

(Seal)

**SELCON CONSTRUCTION, LLC**

By: Joy Oden

Name: Joy Oden

Title: Manager

Date: 7/11/17

ATTEST:

By: \_\_\_\_\_

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



Contract Exhibit

# EXHIBIT A

RFP containing City's Scope of Work and Project  
Specifications

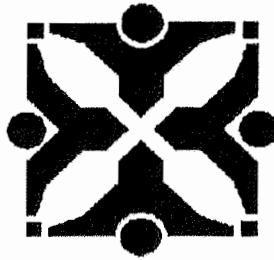
OPTIVIEW

**CITY OF COLUMBIA  
REQUEST FOR QUOTATION**

**DIRECTIONAL BORING CREW SERVICES**

**TERM & SUPPLY**

**RFQ # 50/2017**



**FINANCE/PURCHASING DIVISION  
LAWRENCE LUCK  
PURCHASING AGENT  
701 E. BROADWAY, 5<sup>TH</sup> FLOOR  
COLUMBIA, MO 65201**

**PROJECT MANAGER:  
DAN CLARK  
ENGINEERING SUPERVISOR**

**PURCHASING CONTACT:  
MICHELLE SORENSEN, CPPB  
573-874-6317**

**REQUEST FOR QUOTATION # 50/2017  
CLOSING DATE: 2:00 pm, CST, March 14, 2017**

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#### **APPENDIX**

- 1 Sample Contract



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

**PLEASE READ THIS DOCUMENT IN ITS ENTIRETY**

**The Request for Quote and the Sample Contract provide information for the bidding, insurance and final award of contract.**

**Notice: The City of Columbia utilizes the electronic bid program Ionwave to send notifications of bid opportunities. TO REGISTER, GO TO: <http://www.gocolumbiamo.com/Finance/Services/applproc.php>**

**Questions concerning this bid process may be directed to the City's Purchasing Division at 573-874-7376 or to Procurement Officer Michelle Sorensen at 573-874-6317, or by email to: [Michelle.Sorensen@CoMo.gov](mailto:Michelle.Sorensen@CoMo.gov)**



# CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

## NOTICE TO BIDDERS

### DIRECTIONAL BORING CREW SERVICES TERM & SUPPLY

Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, **BY ELECTRONIC BID PROCESS OR HARD PAPER COPY** at 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 until: 2:00 pm, CST, March 14, 2017 for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications.

**Pre-Bid Conference A** pre-bid conference will not be held. Please direct any questions and/or concerns to Michelle Sorensen (573)874-6317; [Michelle.Sorensen@CoMo.gov](mailto:Michelle.Sorensen@CoMo.gov)

**Contract Documents:** Bidders shall review the sample contract, the City of Columbia terms and conditions, attached as appendix 1. Any contract for this work shall include all terms set forth in the sample contract.

**Bonding:** Each Bidder shall submit a bid bond, in an amount of fifty thousand dollars (\$50,000.00), 5% of the estimated annual cost of one million dollars (\$1,000,000.00), to the Division of Purchasing, prior to the bid closing date and time.

### **Acceptable forms of Bid Bonds include:**

1.) Original bond on the **City of Columbia bid bond form (Exhibit A)** or a certified check made payable to the City of Columbia; or

2.) An electronic bid bond provided by Surety2000.com, as verified by an eleven-digit code which is generated by the Surety2000 system and provided by the contractor in his/her bid submission. Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the bidder to enter into contract within sixty (60) days at the price bid, if accepted by the City.

**Costs Not To Exceed:** Under no circumstances shall the amount of payment from the City to **Contractor** exceed the amount of one million dollars (\$1,000,000.00) per term of contract.

**Term and Renewal Terms:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. If the Prevailing Wage Order has changed, City shall provide Contractor with the applicable Prevailing Wage order with its notice. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term which shall include compliance with the applicable Prevailing Wage Order. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.

**Prevailing Wages: is included in the RFQ .** The City shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, shall be paid to all workers performing work under the contract. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the contract.

## BID RESPONSE

### PRIVATE COMMON COLLECTION SEWER ELIMINATION PROJECTS TERM & SUPPLY

THE UNDERSIGNED BIDDER, having examined the specifications, general 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 quotation; (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. **Missouri Sales and Use Tax are not to be included in this pricing.**

#### SECTION I

To furnish all labor, equipment, materials and supplies necessary to complete the work described in this bid document. State firm fixed unit pricing for the tasks in the following table.

Item	Item Description	QTY	UNITS	UNIT PRICE
1	TRENCH 24" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	
2	TRENCH 36" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	
3	TRENCH 48" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	
4	TRENCH 24" DEEP, PLACE ONE (1) 2" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
5	TRENCH 36" DEEP, PLACE ONE (1) 3" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
6	TRENCH 36" DEEP, PLACE ONE (1) 4" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
7	TRENCH 48" DEEP, PLACE ONE (1) 3" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
8	TRENCH 48" DEEP, PLACE ONE (1) 4" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
9	PLACE ADD'NL 2" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
10	PLACE ADD'NL 3" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
11	PLACE ADD'NL 4" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
12	PLACE ADD'NL 5" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
13	DIRECTIONAL BORE, FURNISH & INSTALL FOUR (4) 1.5" INNERDUCTS	1	LINEAR FOOT	
14	DIRECTIONAL BORE, FURNISH & INSTALL FOUR (4) 1.5" INNERDUCTS	1	LINEAR FOOT- ROCK RATE	
15	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" ROLL PIPE	1	LINEAR FOOT	
16	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" ROLL PIPE	1	LINEAR FOOT- ROCK RATE	
17	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" PVC BOREGARD	1	LINEAR FOOT	
18	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" PVC BOREGARD	1	LINEAR FOOT- ROCK RATE	
19	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 3" PVC BOREGARD -- Conduit from City Store room	1	LINEAR FOOT	
20	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 3" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT- ROCK RATE	
21	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 4" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT	
22	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 4" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT- ROCK RATE	
23	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 5" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT	
24	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 5" PVC BOREGARD -- Conduit from City Store room	1	LINEAR FOOT- ROCK RATE	
25	DIRECTIONAL BORE ONE (1) 8" PVC, -- PIPE FROM CITY STOREROOM	1	LINEAR FOOT	

26	DIRECTIONAL BORE & INSTALL ONE (1) 8" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	
27	DIRECTIONAL BORE & INSTALL ONE (1) 10" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT	
28	DIRECTIONAL BORE & INSTALL ONE (1) 10" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	
29	DIRECTIONAL BORE & INSTALL ONE (1) 12" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT	
30	DIRECTIONAL BORE & INSTALL ONE (1) 12" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	
31	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 1.5" INNERDUCT	1	LINEAR FOOT	
32	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 1.5" INNERDUCT	1	LINEAR FOOT-ROCK RATE	
33	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" ROLL PIPE	1	LINEAR FOOT	
34	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" ROLL PIPE	1	LINEAR FOOT-ROCK RATE	
35	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" PVC BOREGARD	1	LINEAR FOOT	
36	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	
37	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 3" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT	
38	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 3" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT-ROCK RATE	
39	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 4" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT	
40	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 4" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT-ROCK RATE	
41	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 5" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT	
42	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 5" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT-ROCK RATE	
43	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 12" STEEL CASING (.188 MIN THICKNESS)	1	LINEAR FOOT	
44	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 12" STEEL CASING (.188 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
45	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 16" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT	
46	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 16" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
47	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 18" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT	
48	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 18" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	



49	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 20" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
50	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 24" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
51	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 24" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
52	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 28" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
53	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 28" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
54	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 30" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
55	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 20" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
56	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 30" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
57	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 32" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	
58	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 32" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
59	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 36" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	
60	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 36" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
61	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 42" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	
62	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 42" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
63	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 48" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	
64	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 48" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
65	EXCAVATE & PLACE HANDHOLE 4' X 5' X 4', NOT IN ROCK	1	EACH	
66	EXCAVATE & PLACE SECONDARY VAULT, NOT IN ROCK	1	EACH	
67	DIG INTO MANHOLE WITH KNOCKOUT, NOT IN ROCK	1	EACH	
68	EXCAVATE & PLACE V-1 MANHOLE, NOT IN ROCK	1	EACH	
69	EXCAVATE & PLACE V-3 MANHOLE, NOT IN ROCK	1	EACH	
70	EXCAVATE & PLACE V-4 MANHOLE, NOT IN ROCK	1	EACH	
71	EXCAVATE & PLACE V-2 SWITCHGEAR PAD, NOT IN ROCK	1	EACH	
72	PLACE V-7 SWITCHGEAR PAD, NOT IN ROCK	1	EACH	
73	DIG INTO EXISTING SINGLE PHASE PAD TRANSFORMER, NOT IN ROCK	1	EACH	
74	DIG INTO EXISTING THREE PHASE PAD TRANSFORMER, NOT IN ROCK	1	EACH	

75	DIG INTO EXISTING SECONDARY VAULT, NOT IN ROCK	1	EACH	
76	EXCAVATE & PLACE V8 PULL BOX, NOT IN ROCK	1	EACH	
77	EXCAVATE & PLACE V8-24 PULL BOX, NOT IN ROCK	1	EACH	
78	PLACE L-7 STREET LIGHT	1	EACH	
79	EXCAVATE & PLACE V10 PRECAST 3-PHASE TRANSFORMER PAD	1	EACH	
80	SET 2" RISER ON POLE FOR 1ST TEN (10 FEET	1	EACH	
81	SET 3" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH	
82	SET 4" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH	
83	SET 5" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH	
84	CONCRETE/ASPHALT REMOVAL	1	SQUARE FOOT	
85	CONCRETE REPAIR	1	SQUARE FOOT	
86	ASPHALT REPAIR	1	SQUARE FOOT	
87	REMOVE SOLID ROCK FOR THE PLACEMENT OF UTILITIES	1	CUBIC YARD	
88	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
89	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
90	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
91	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
92	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
93	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
94	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
95	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
96	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
97	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
98	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
99	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
100	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
101	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
102	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
103	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
104	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
105	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
106	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
107	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
108	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
109	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
110	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
111	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
112	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
113	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
114	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
115	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
116	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
117	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
118	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
119	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	



169	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
170	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
171	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
172	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
173	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
174	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
175	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
176	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
177	Provide cost/type for additional equipment if needed - Below	1	Per Hour	
178		1	Per Hour	
179		1	Per Hour	
180		1	Per Hour	
181		1	Per Hour	
182		1	Per Hour	
183		1	Per Hour	
184		1	Per Hour	
185		1	Per Hour	
186		1	Per Hour	
187		1	Per Hour	
188		1	Per Hour	
189		1	Per Hour	
190		1	Per Hour	
191		1	Per Hour	

192		1	Per Hour	
193		1	Per Hour	
194		1	Per Hour	
195		1	Per Hour	
196		1	Per Hour	
197		1	Per Hour	
198		1	Per Hour	
199		1	Per Hour	
200		1	Per Hour	
201		1	Per Hour	

**SECTION II**

**2.1 DBE** If bidder is certified as a DBE firm (disadvantaged business enterprise), please indicate and provide documentation of certification with bid response. **DBE? Yes No**

**2.2 Subcontracting** If bidder proposes to use subcontractors for this project, bidder shall supply the information below for each subcontractor bidder proposes to use on the project. This information shall be submitted no later than three business days after bid closing.

<u>Subcontractor Name/Address</u>	<u>Work Assigned</u>	<u>DBE Firm? Yes or No</u> (Disadvantaged Enterprise)
_____	_____	_____
_____	_____	_____

**2.3 Prevailing Wages** All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #23 (attachment B). If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

**2.4 Executive Order 12549 Regarding Debarment and Suspension** By submission of its response, the Bidder certifies that neither he/she nor their principals are 1.) presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2) have not with a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) are not presently indicted for or otherwise criminal or civilly charged by a government entity with commission of any of the offenses stated above and have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

**2.5 Certification of Non-Resident/Foreign Contractors:** If the contractor is a foreign corporation or nonresident contractor, it is agreed that the contractor shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo

**2.6 Contract Documents:** Bidders shall review the sample contract attached as Appendix 1. Any contract for this work shall include all terms and conditions set forth in the sample contract.

**SECTION III**

**3.1 Non Collusion** In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

**3.2 Addendum(s)** The Undersigned acknowledges that he/she has received a complete set of the RFQ and the contract documents and receipt of the following Addenda:

<u>Addendum No. and Date</u>	<u>Addendum No. and Date</u>
_____	_____
_____	_____
_____	_____

**3.3 Validity of Bids** In submitting this bid it is understood that the right is reserved by the City, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.

**3.4 PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all Work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.

**3.5 WORK AUTHORIZATION AND EVERIFY:** attachment C must be filled out and included in response submission. Including a copy of company Everify

**3.6 STATEMENT OF BIDDERS QUALIFICATIONS:** attachment D must be filled out and included in Response submission, along with:

- A. Number of years experience bidder's firm has in Directional Boring work.
- B. Furnish a minimum of three companies or clients serviced for same type of work described herein, within the last three years. Include complete contact information (ie- contact name, telephone number, brief description of work performed, dollar value).
- C. In the line item section, provide a list of trucks, equipment and tools proposed to be furnished for the jobs in this contract. At a minimum, the Contractor should have ready access to the following list of equipment, or similar equipment:

BACKHOES/TRACKHOES  
580M Case  
KX121 Kubota

AIR COMPRESSOR  
185 CFM 120 PSI

VEHICLES  
½, 3/4, & 1 Ton Pickup Trucks  
Road Tractor  
1 & 2 Ton Utility Vans with tools

TRAILERS

Low Boy Trailer  
Tag Trailer  
Pipe Hauling Trailer

VACUUM TRUCKS & TRAILERS

Vactor PD2100  
Ditch Witch FX60

DIRECTIONAL BORING MACHINES

5,000 to 11,000 lbs thrust rated  
12,000 to 24,000 lbs thrust rated  
25,000 to 50,000 lbs thrust rated  
26,000 to 70,000 lbs thrust rated

DIRECTIONAL BORING TOOLING

Dirt reamers from 4" to 24"  
Rock reamers from 8" to 24"

ROCK DIRECTIONAL BORING MACHINES

30,000 lbs & under thrust rated  
31,000 to 40,000 lbs thrust rated  
41,000 to 60,000 lbs thrust rated

Prior to any contract renewal, the following three (3) criteria must be met by the contractor:

- 1) Vendor's performance during the prior contract period must have been acceptable to the City. The City shall be the sole judge as to whether the vendor's performance has been acceptable; and whether the vendor has properly fulfilled the contract terms, conditions and intent.
- 2) Vendor's requests for price adjustment are determined by the City to be reasonable and competitive.
- 3) All renewals must be in writing and signed by both parties prior to renewal becoming effective.

The Contractor will work under the supervision of the Electric Department or Water Department Distribution Superintendent who will assign work orders.

- D. Give a statement of how many qualified people are now in your employ and whether they are Union or non-Union. If Union, to what Union do they belong?

If you do not have sufficient people in your employ to handle this contract, state source of additional skilled people required and list their qualifications.

Bid should include the names of key project personnel expected to be directly employed in the work and list their qualifications/experience.

- E. Provide Financial Statement with sufficient information to show bidder's financial ability and



responsibility to carry on the work.

**3.7 W-9:** attachment E must be filled out and included in response submission

SECTION IV

**4.1 INSTRUCTIONS TO BIDDERS**

The purpose of the attached specifications is to give detailed data 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 set forth herein and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions as are made shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with these specifications.

Exceptions to Specifications – Pages:

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All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the bid submitted bidder shall furnish all information requested herein by filling in the blanks on the submitted copy of this specification.

Bidder shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, 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.

**4.2 SALES TAX EXEMPTION:** Section 144.062 RSMo, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The City shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, Telephone (573) 751-2836.

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 City will not carry insurance against such loss or damage until the acceptance of the project.

Bidder shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, 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 City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, bidder qualifications and experience, and items required for completion.

**4.3 BONDING:** Each Bidder shall submit a bid bond, in an amount of fifty thousand dollars (\$50,000.00), 5% of the estimated annual cost of one million dollars (\$1,000,000.00) to the Division of Purchasing, prior to the bid closing date and time.

On award of the contract, the successful contractor shall furnish a performance bond and a **labor and material payment bond**, each for one hundred percent (100%) of the anticipated annual contract amount of one million dollars (\$1,000,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

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 other proposed contract documents, that person may submit to the Engineer a written request for an interpretation thereof. 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 Engineer will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name and address of the Bidder and the post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for: *50/2017 DIRECTIONAL BORING CREW SERVICES*

#### 4.4 INSURANCE REQUIREMENTS:

Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by contractor under the contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Workers' Compensation & Employers Liability:** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Commercial General Liability:** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Auto Liability:** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event contractor does not own automobiles, contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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 City 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.

The City, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the contract between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of the contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

Failure to maintain the required insurance in force may be cause for termination of the contract. In the event contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the contract without notice. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the contractor and/or their employees and/or their subcontractors in the performance of this contract.

**SECTION V**

**5.1 Reserved Rights/ Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" shall mean best; the best bid is not necessarily the lowest bid.

**BIDDERS SIGNATURE:**

Firm \_\_\_\_\_

Individual \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

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

Date \_\_\_\_\_

## **DIRECTIONAL BORING CREW SERVICES SPECIFICATIONS AND GENERAL PROVISIONS**

**SCOPE AND TERM OF CONTRACT:** The City of Columbia Water and Light Department requires the services of a directional boring crew to work from date of award through May 31, 2018. Said contract may, upon mutual written consent with contractor, be renewed for a maximum of four (4) additional one year periods, based on the following criteria. Quoted prices herein shall be firm for the initial 12 month contract period.

Prior to any contract renewal, the following three (3) criteria must be met by the contractor:

- 1) Vendor's performance during the prior contract period must have been acceptable to the City. The City shall be the sole judge as to whether the vendor's performance has been acceptable; and whether the vendor has properly fulfilled the contract terms, conditions and intent.
- 2) Vendor's requests for price adjustment are determined by the City to be reasonable and competitive.
- 3) All renewals must be in writing and signed by both parties prior to renewal becoming effective.

This contract may be terminated for any reason by either party upon 30 days written notice to the other.

Should Contractor fail to carry out the work to the satisfaction of the City, or to comply with any of the provisions of this agreement, City may terminate this agreement upon 24 hours notice to the Contractor.

The City will notify the contractor when needed during this period of time. The date, time, and nature of the work will be a mutual agreement between the City and the Contractor.

The Contractor will work under the supervision of the Electric Department or Water Department Distribution Superintendent who will assign work orders.

**TWO METHODS OF COMPENSATION:** Space is provided in the line item quote section of this contract for the listing of hourly rates for different classifications of labor and equipment, and alternatively for the listing of linear per foot rates for different types of conduit and pipe excavations, bores, and placements. Work under this contract will either be compensated using the hourly rates quoted for labor and equipment, or be compensated using the linear foot rates quoted, but not by both. Before the work begins, the Contractor and the City shall agree on which compensation method will be used on the particular job being planned, and then prepare daily logs and invoices accordingly. Hourly rates for labor and equipment, and linear per foot rates for various types of placements shall not be mixed on the same invoice, or on the same job. Contractor shall submit to the City itemized invoices based upon the information contained in the daily time sheets and prepared in accordance with this proposal.

**PERFORMANCE OF CONTRACT:** Contractor shall perform all work to the complete satisfaction of the City and in accordance with all federal, municipal, county, state, and other local laws, ordinances, and regulations applicable to said work. All work shall be performed in accordance with standard practices established for such work. Work not conforming to Water and Light construction specifications shall be repaired or replaced at the expense of the Contractor.

Contractor shall see that its personnel and equipment shall at all times present a neat appearance, and all work shall be done, and all complaints handled by Contractor, with due regard for City's public relations.

Contractor shall see that complaints of any nature received from property owners, agents, or public authorities shall receive immediate attention, and that all efforts shall be made for a prompt adjustment. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to the City in writing.

It is understood that Contractor does not represent the City and has no authority to obligate the City for any payment or benefit of any kind to any person.

Contractor shall be aware of the City requirements and install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents to the public or damage to the property and personnel of the City or the general public.

Contractor shall agree to secure from Missouri One-Call (1-800-DIG-RITE) as to the nature of all existing utilities before work is commenced. It is understood by and between the parties that all existing utilities are to continue in normal operation during this work and that Contractor is to provide and use all protective equipment necessary for the protection of Contractor's employees and to guard against interfering with existing utilities. Contractor may be required for some jobs to uncover existing utilities before boring. Whenever this is necessary, Contractor shall use appropriate equipment and methods. Any damage caused to existing utilities as a result shall be repaired at the expense of the Contractor. All water mains that are 16" or larger must be uncovered to verify depth and location prior to boring. Other water mains smaller than 16" that are deemed critical by the City will also be required to be uncovered to verify depth and location prior to boring.

Contractor shall agree to indemnify, hold harmless, and defend City from and against any and all liability for loss, damage, or expense which City personnel or general public may suffer or for which City may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of Contractor in the execution of the work to be performed hereunder. Contractor shall accept responsibility for the repair of privately owned lines of any sort that are hit and damaged in the course of the work. Contractor shall pay to correct any collateral damage to private property that has resulted from damaged to private sewer laterals or other private lines, whether they were marked and their locations known prior to the work, or unmarked and their existence unable to be ascertained.

Contractor shall furnish to City, or its representatives, carefully prepared daily time sheets and other required reports showing the nature, amount, and locations of work performed, together with the number of man-hours and equipment hours involved, the quantities of material used, and other pertinent information which may, from time to time, be requested by the City.

Contractor shall not assign any of its rights or duties under this agreement, or subcontract the whole or any part of the work to be formed hereunder, without first having obtained the written consent of the City authorizing such assignment of subcontract.

This contract is not intended to constitute an agreement of hiring under the provisions of any Workmen's Compensation or Unemployment Compensation law, and it shall not be so construed. Contractor agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the federal and/or state governments which are measured by remuneration paid to Contractor's employees.

**MATERIALS:** The City will not supply water, boring chemicals, boring bits, heads, or tools. All polyethylene roll pipe will be supplied by the Contractor. All PVC electrical conduit will be supplied by the City. All crushed rock backfill material will be supplied by the City.

**BID INFORMATION:** All bids shall be submitted on the bid forms herein included, which shall remain bound with the complete Contract Documents as originally issued. Copies of addenda, if any, shall be signed and attached to the bound volume submitted.

Per foot unit pricing quoted herein is to be “all-inclusive”, covering all labor and equipment and materials necessary to perform this contract.

If any person(s) submitting a bid for the Contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract Documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The persons 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.

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

The successful bidder must be ready and qualified to enter into a contract agreement within 15 days of Notice of Award by the Purchasing Division.

**SAFETY:** All construction methods shall comply with the latest OSHA requirements. The Contractor shall take all necessary steps to protect his own men, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, traffic control signs, flagmen, flares, lanterns, railings, barriers, street plates, sheeting, shoring, etc., shall be in place as necessary to prevent accidents from construction, ditch collapse, open trenches, falling objects, rotating machinery, electric lines, gas lines, and other conditions which might present unusual hazard. Any open cut excavation deeper than 4 feet must be shored or benched if workmen are to enter the excavation. Shoring must be done in a manner and method approved by a registered professional engineer.

**MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality, which shall give long life and reliable operation. All equipment provided under this contract shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.

**EQUIPMENT:** Contractor’s equipment shall be in first class condition and of modern design made expressly for the purpose. The Contractor shall include with his initial proposal, a complete descriptive list of all items of equipment to be used. This list shall describe each piece of equipment by year, make, model, and capacity, and any other pertinent data.

The Contractor shall maintain his equipment in a first class manner and have it available for work at any time. When it is necessary to remove a piece of equipment from the job for overhaul or extended repairs, contractor shall provide an alternate piece of equipment of like kind. Failure to maintain the equipment in a dependable condition will be considered as non-performance and cause to terminate this contract.

Equipment other than the regular equipment specified may be used only upon approval by the City.

**SPECIFICATIONS AND DRAWINGS:** The Contractor shall keep at the jobsite a copy of the drawings and specifications and shall at all times give the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at his own risk or expense. The Engineer shall furnish from time to time such detail drawings and other information, as he may consider necessary, unless otherwise provided.

**REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the City of the work covered by this contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacement within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by the City and charged to the Contractor.

**INTERFERENCE:** All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of the City.

**METHODS OF FIELD OPERATION:** The Contractor shall inform the Engineer in advance concerning his plans for carrying out each part of the fieldwork. Review by the owner of any plan or method of work proposed by the contractor shall not relieve the contractor of any responsibility therefore. Such review shall not be considered as an assumption of any risk or liability by the owner or any officer, agent or employee thereof. The Contractor shall have no claim because of the failure or inefficiency of any plan or method so reviewed.

**SUNDAY, HOLIDAY, AND NIGHT WORK:** No work shall be done between 6 p.m. and 7 a.m. or on Sundays or legal holidays without the written consent of the owner, except for emergency work, which may be done without prior consent. Exception: Work that cannot be performed without a customer outage will be scheduled by the owner for a time acceptable to the customer. After hours and weekend work for customer cutovers are to be expected as a part of the nature of the contract and will not be considered extra work.

**UNFAVORABLE CONSTRUCTION CONDITIONS:** During periods of unfavorable weather, wet grounds, or other unsuitable construction conditions, the contractor shall confine his operations to work which will not be affected adversely thereby. No portion of the work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the contractor to perform the work in a proper and satisfactory manner.



**REJECTED WORK AND MATERIALS:** The Contractor, upon written notice from the engineer shall remove from the premises all work and materials rejected as defective, unsound, improper, or in any way failing to conform to the requirements of the contract documents. The contractor shall at his sole expense make good all work damaged by such removal and shall promptly replace materials damaged or improperly worked by him and re-execute his own work in accordance with the contract. This includes re-executing or replacing the work of any other contractor that is in any way affected by the removal of the defective work. The obligations of the contractor under this section shall not extend to defective materials or equipment supplied by the owner. If the contractor does not remove his rejected work and materials within ten (10) days after written notice, the owner may remove and replace such work and materials at the expense of the contractor.

**PLACING WORK IN SERVICE:** If desired by the owner, portions of the work may be placed in service when completed and the contractor shall provide proper access for this purpose. Such use and operation shall not constitute an acceptance of the work, and the contractor shall be liable for defects due to faulty construction throughout the duration of this contract and thereafter as provided under the guarantee in the section: "REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS".

**CLEANLINESS:** The contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris, and waste materials shall not be allowed to accumulate, but shall be removed from the site and disposed of by and at the contractor's expense. Promptly upon completion of the construction work, all contractor-owned facilities, materials, and construction plan shall be removed from the site.

**SECURITY:** The contractor shall be responsible for all materials and equipment in his custody or placed in construction by him. Security methods shall be employed as required to insure the protection of all materials, equipment, and construction work from theft, vandalism, fire, and all other damage and loss.

**PROTECTION OF WORK:** The contractor shall be solely responsible for the protection of his work until its final acceptance by the owner.

**EMERGENCY PROTECTION:** Whenever, in the opinion of the Engineer, the contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this contract or of adjacent structures or property, and whenever, in the opinion of the owner, an emergency has arisen and immediate action is considered necessary, then the owner, with or without notice to the contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by the contractor, and if the same is not paid on presentation of the bills therefore, such costs may be deducted from any amounts due or to become due the contractor. The performance of such emergency work shall not relieve the contractor of responsibility for any damage, which may occur.

**CONTRACTOR'S SUPERVISION AT THE SITE:** The contractor shall furnish adequate management, supervisory, and technical personnel on the site to ensure expeditious and competent handling of the work. A superintendent experienced in construction of the type specified, and who is an employee of the contractor, shall be at the project throughout the construction. The superintendent shall be fully authorized to act for the contractor and to receive whatever order or notices may be given for the proper prosecution of the work. The contractor's field organization shall include an experienced staff of qualified technical personnel to handle onsite engineering, planning, and direction of all fieldwork. The field organization shall also include a staff to handle timekeeping, employment, accounting, purchasing and expediting, store and warehouses, stock and tool rooms, and security.

The contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the contractor shall be considered notice to any affected subcontractor.

**SUBCONTRACTS:** It is the intent of these specifications that the contractor shall perform the majority of the fieldwork with his own forces and under the management of his own organization. Specific portions of the work may be subcontracted only by subcontractors who have been listed in the proposal and who are accepted by the owner as provided in the contract stipulations. All subcontractors shall be directly responsible by the contractor and shall be under his general supervision. All work performed under subcontracts shall be subject to the same contract provisions as the work performed by the contractor's own forces.

**RELATIONS WITH OTHER CONTRACTORS:** The contractor shall cooperate with all other contractors who may be performing work in behalf of the owner, and workmen who may be employed by the owner in the vicinity of the work under this contract. The contractor shall conduct his operations to minimize interference with the work of such contractors or workmen. The contractor shall promptly make good, at his own expense, any injury or damage that may be sustained by other contractors or employees of the owner at his hands. Any difference or conflict which may arise between the contractor and other contractors or between the contractor and workmen of the owner, in regard to their work shall be resolved as determined by the owner.

If any part of the contractor's work is dependent upon the quality and completeness of work performed under another contract, the contractor shall inspect the other contractor's work and promptly report defects therein which render such work unsuitable for the proper execution of the work under the contract. Failure to report such defects to the owner shall constitute the Contractor's acceptance of such work as suitable to receive the contractor's work, provided that the contractor shall not be responsible for defects which develop after his inspection and which could not have been reasonably detected or foreseen.

**LOSSES FROM NATURAL CAUSES:** All loss or damage arising out of the nature of the work, or from the action of the elements, or from floods or overflows, or from ground water, or from an unusual obstruction or difficulty, or any other natural or existing circumstances either known or unforeseen which may be encountered in the prosecution of the work, shall be sustained and borne by the contractor at his own cost and expense.

**ENERGIZED FACILITIES:** Existing distribution lines, utility lines, telephone lines, and other power and signal service lines will be encountered on the site of the work. These service systems will remain energized and functional during construction.

The contractor shall be completely responsible for the safety and protection of his personnel and the public on the site of the work and shall employ all methods necessary to achieve such safety and also assure continuity of all service systems encountered. These methods shall include, but not be limited to, providing barriers, guard structures, insulating guards and sleeves, warning signs, and prevention of unauthorized access to utility installations.

**UNDERGROUND INSTALLATIONS:** The contractor shall be solely responsible for locating all existing underground installations, including service connections and private laterals that are not flagged by Missouri One Call, in advance of excavating or trenching, by contacting the owners thereof and prospecting. The contractor shall use his own information and shall not rely upon any information indicated on the drawings concerning existing underground installations. Any delay, additional work, or

extra cost to the contractor caused by existing underground installations shall not constitute a claim for extra work, additional payment, or damages. Contractor shall call 1-800-DIG-RITE for locates 48 hours in advance of excavation work.

The Contractor will be responsible for any interruption in service of underground facilities resulting from his operations, unless the facilities owner has given specific approval for the interruption in each case. Except where the damaged parties desire to conduct their own repair and restoration work, the Contractor shall repair and fully restore any underground facility inadvertently or intentionally damaged during the construction period to a condition equal to or better than that which existed at the time of damage. All repair and restoration work shall be done to the complete satisfaction of the damaged parties and the owner.

The Contractor shall make his own arrangements with any jurisdictional authority requiring inspection of repaired or reconditioned utility facilities. The Contractor shall pay all inspection fees applicable. Where the damaged parties desire to conduct their own repair and restoration work, the Contractor shall render all assistance to facilitate this corrective work. The Contractor shall assume all just and reasonable expenses thus incurred by the damaged parties.

The contractor shall accurately locate each underground facility located during the work on the drawings, indicating the original location and relocation, if any. When all work is completed the marked copy of the drawings shall be submitted to the Owner as part of the field records.

Directional boring operations require special care. Water mains crossing the path of directional bores shall be open cut excavated to visually expose and verify the location and depth. Other utilities may request that the contractor open cut to expose their facility in advance of directional boring. Work done to cut pavements, barricade and excavate to expose existing utilities prior to directional boring is to be expected and shall not constitute extra work.

**BARRICADES AND LIGHTS:** All streets, roads, highways, and other public thoroughfares which are closed to traffic shall be protected by a placement of barricades and signage that conforms to the traffic control plan provided in advance by the City for the particular closure.

All open trenches and other excavations shall be provided with suitable fencing, barriers, signs, and lights to the extent that adequate protection is provided to the public. Obstructions, such as material piles and equipment, shall be provided with similar protection.

All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed so the work, at all times, shall be so conducted as to cause the minimum obstruction and inconvenience to the traveling public. The Contractor shall comply with applicable statutory requirements, and where within railroad and highway rights-of-way, as required by the authority having jurisdiction.

**RIGHTS-OF-WAY:** The owner shall obtain all permanent right-of-way easements and/or location agreements required for construction of the work. The contractor, if required shall acquire temporary construction permits.

The contractor shall be responsible for the protection of private and public property, real estate, farm fences, livestock, farm equipment, and other real and personal property, which may be affected by the construction process. The contractor, at the direction of the engineer, will be required to repair, replace or pay for all property damage, which occurs during the construction process. Expenses incurred by the contractor of this nature will not constitute justification for extra charges.

The contractor shall confine his operations to the immediate construction area and shall use due care in placing construction tools, equipment, excavated materials, and other construction materials and supplies, so as to cause the least possible damage to the property. At the conclusion of the work all temporary structures, access roads, and other facilities incidental to the new construction shall be removed and the site shall be restored to its original condition.

The contractor shall restore all land and surfaces affected by the construction process as directed by the engineer. Grass areas affected by excavation and trenching in less sensitive areas shall be backfilled, tamped to prevent settling, and raked to remove rocks. Then, topsoil shall be placed prior to seeding, mulching, and fertilizing. Grass areas affected by excavation and trenching in more sensitive areas shall be similarly prepared, except that sod shall be placed to immediately restore the appearance of the area following the completion of the utility work. Sod and newly planted grass shall be watered by the contractor using a tank truck until it has rooted. Care shall be taken not to drive across fields when soft. All vehicles shall stay on hard surface areas except where entry into grass area is absolutely necessary. Contractor shall saw cut and patch all paved surfaces disturbed or damaged in the course of the work. Land restoration is essential to the completion of this contract and shall not constitute extra work.

All tree trimming and right-of-way clearing work required will be provided by the City. All facility locations will be staked by the Engineer.

**MAINTENANCE OF TRAFFIC:** The contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the contractor shall, at his own expense, provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved.

In making open cut street crossings, the contractor shall not block more than one-half of the street at a time. Whenever possible, the contractor shall widen the shoulder on the opposite side to facilitate traffic flow. Temporary surfacing shall be provided as necessary on shoulders.

## UNDERGROUND ELECTRIC CONSTRUCTION SPECIFICATIONS

**SAFETY OF WORKERS:** All contractor personnel and construction methods shall comply with the latest OSHA requirements.

**MAINTENANCE AND RESTORATION OF BACKFILLS:** To minimize settling and erosion in street and alley cuts, all backfill of excavations shall be with 1-inch clean rock, except excavations that are joint trench with water lines. All backfill in water main excavations shall be made with well tamped crushed stone aggregate with fines, 1" and smaller. Backfills that settle or erode before final acceptance of the work under these specifications, and pavement, structures, and other facilities damaged by such settlement or erosion, shall be repaired. The settled or eroded areas shall be refilled, compacted, and graded to conform to the elevation indicated on the drawings or to the elevations of the adjacent ground surface. Damaged facilities shall be repaired in a manner acceptable to the engineer. Excavations in less sensitive grass areas shall be backfilled with tamped dry soil, reseeded and mulched. Excavations in more sensitive landscaped areas will need to be backfilled with topsoil and covered with sod. A red warning tape shall be placed in open cut excavations at 12" -18" above the utility lines.

**PAVEMENT REMOVAL:** Cuts in concrete and asphalt pavement, concrete curbs, and sidewalks shall be adequate to provide working space for proper installation of conduits, duct banks, and pull boxes and shall be started with a concrete saw in a manner which will provide a clean groove at least 5 inches deep along each side of the trench. A water tank truck shall be used to control nuisance dust. Edges that break off during the work will be sawn again at the time of patching so that patches have a smooth clean edge. Concrete and asphalt pavement cuts shall be made to and between straight or accurately marked curved lines which, unless otherwise required, shall be parallel to the center line of the trench. Pavement removed for connections to existing structures shall not be of greater extent than necessary for the installation as determined by the engineer.

**SIDEWALK REMOVAL:** Where sidewalk removal is required, a complete square segment or pad between existing joints must be removed. Edges of the sidewalk must be saw cut to a 4" depth to provide a clean straight edge, which will permit replacement in such a manner, that the patch is undetectable.

**DISPOSAL:** All materials excavated from street and alley cuts shall be immediately loaded on trucks and removed from the site to a place acceptable to the owner.

**CONCRETE AND ASPHALT REPLACEMENT:** All concrete and asphalt pavement, curbs, and sidewalks previously removed shall be replaced. Patch dimensions shall be at least 24-inches wider than the trench underneath to minimize patch settling. Sealed expansion joints shall be provided between existing and new concrete pavement when pavement is cut at an existing expansion joint. Concrete and asphalt pavement, curbs, and sidewalks shall be replaced after backfill requirements have been met. Pavement, curbs, and sidewalks shall match existing pavement, curbs, and sidewalks and shall conform to codes, specifications, and requirements of the City of Columbia, Public Works Department. The Contractor shall arrange for pavement replacement inspections by contacting the Public Works Engineering Department at 874-7250. The trench backfill and pavement sub-grade shall be thoroughly compacted and any depressions filled and compacted with 1-inch rolled stone before placement of concrete. See PWD Spec for a detail showing how street patches are to be done.

**REPAIR OF UTILITY STREET CUTS SHALL BE TIMELY:** Excavations that are backfilled with gravel shall be carefully attended before patchwork is done to maintain smoothly graded gravel across the cut to protect cars from wheel alignment and tire damage. If the permanent patch cannot be

scheduled within one week after the utility ditch is backfilled, the Contractor shall place a temporary cold mix asphalt patch to protect traffic until the permanent patch can be made. Temporary cold mix patches, when so required, are to be expected and do not constitute extra work.

**CONCRETE PLACEMENT:** Concrete shall be conveyed to the point of final deposit and placed by methods which will prevent the separation or loss of the ingredients. During and immediately after depositing, all concrete shall be thoroughly compacted, worked around all reinforcements and embedments, and worked into the corners of the forms. Unless otherwise required, compaction shall be by use of immersion type vibrators. Concrete shall not be pumped through aluminum pipe or aluminum alloy pipe. At air temperatures of 90 F or above, special procedures shall be adopted to keep the concrete as cool as possible during placement and curing. The temperature of the concrete when it is placed in the work shall not exceed 90 F. Whenever the air temperature exceeds 95 F, membrane cured slabs shall be kept wet to promote cooling of the concrete during the curing period.

**CONCRETE REINFORCEMENT:** Reinforcements shall be accurately formed and positioned, and shall be maintained in proper position while the concrete is being placed and compacted. Details of fabrication shall conform to ACI 318-71. Rebar splices shall have a length no less than 40 bar diameters.

**BID BOND**  
(Bid Security)

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_ as PRINCIPAL and \_\_\_\_\_  
\_\_\_\_\_ as SURETY, are held and firmly bound unto the City of  
Columbia, Missouri, ("City") in the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) ("Bid Security"), for the payment of which sum well and truly to  
be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has  
submitted a bid dated \_\_\_\_\_, 2017, to enter into a contract in writing for the  
\_\_\_\_\_ Project;

NOW, THEREFORE,

IF said Bid shall be rejected, or in the alternate,

IF Principal shall not withdraw the bid within the period specified therein after the  
opening of bids, or, if no period be specified, within ninety (90) days after the bid  
opening, or in the alternate,

IF said Bid shall be accepted and the Principal shall execute and deliver a contract  
in the form of contract attached hereto, properly competed with all attachments and  
requirements pertaining thereto, and shall furnish a bond for the faithful performance of  
said contract, and for the payment of all persons performing labor or furnishing materials  
in connection therewith, shall in all other respects perform the agreement created by the  
acceptance of said Bid within twenty (20) days after such Contract Documents are  
presented to Principal for signature, or in the alternate,

In the event of the withdrawal of the Bid within the period specified, or the failure  
to enter into such contract within the time specified, then the Bid Security shall  
immediately become due and payable and forfeited to the City as liquidated damages.  
Principal and Surety agree that this is a fair and reasonable approximation of the actual  
damages incurred by the City for the Principal's failure to honor its bid and that the  
liquidated damages in this section are not penal in nature but rather the parties' attempt  
to fairly quantify the actual damages incurred by the City for the Principal's refusal to  
honor its bid.

The Surety, for value received, hereby stipulates and agrees that the obligations  
of said Surety and its bond shall be in no way impaired or affected by the extension of  
the time within which the City may accept such Bid; and said Surety does hereby waive  
notice of any such extension.

**IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as or corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth herein.**

---

PRINCIPAL

By: \_\_\_\_\_

(Signature)

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

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

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

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies": as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (3) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

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SURETY

By: \_\_\_\_\_

(Signature)

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

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

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



**SURETY POWER OF ATTORNEY MUST BE ATTACHED**

## NOTICE TO VENDORS

### Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
<http://www.dhs.gov/e-verify>



## STATEMENT OF BIDDER QUALIFICATIONS

Each Bidder for the work included in the specifications and drawings 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: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Date Organized: \_\_\_\_\_
4. Date Incorporated: \_\_\_\_\_
5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number. Type of Business: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_
6. Number of years engaged in contracting business under present firm name: \_\_\_\_\_
7. If you have done business under a different name, please give that name and location:  
\_\_\_\_\_
8. Percent (%) of work done by own staff: \_\_\_\_\_%
9. Have you ever failed to complete any work awarded to your company? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. List a minimum of three recent projects completed within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 Line 1 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 *How to get a TIN* 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.

Social security number
or
Employer identification number

### 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).

**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 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### 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, 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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 684 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/ID 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 20% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



CITY OF COLUMBIA

DIRECTIONAL BORING CREW SERVICES  
TERM & SUPPLY

RFQ # 50/2017

**SECTION**

1. Definitions
  2. Scope of Work, Technical Specifications and Project Authorization
  3. Performance and Materials Bond
  4. Costs Not to Exceed
  5. Term and Renewal Terms
  6. Contractors Insurance
  7. Hold Harmless Agreement
  8. Permits
  9. Payments
  10. Extra Work/Changes
  11. Patents
  12. Discharge of Employees
  13. Assignment
  14. Subcontracting
  15. Accident Prevention
  16. Equal Opportunity
  17. Domestic Purchasing Policy
  18. Americans with Disabilities Act
  19. Material & Workmanship
  20. Specifications & Drawings
  21. Repairs and/or Replacement of Defective Portions
  22. Interference
  23. No Third-Party Beneficiary
  24. Termination for Default
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  26. Construction Safety Program Requirements
  27. Employment of Unauthorized Aliens Prohibited
  28. Specifications
  29. No Waiver of Immunities
  30. Amendment
  31. Governing Law and Venue
  32. General Laws
  33. Notices
  34. Nature of City's Obligations
  35. Contract Documents
  36. Entire Contract
- Contract Signature Page

**Exhibits:**

- |   |  |
|---|--|
| A | RFP containing City's Scope of Work and Project Specifications |
| B | Contractor's Insurance Certificate                             |
| C | Contractor's Performance Bond                                  |
| D | Contractor's Labor and Materials Bond                          |
| E | Missouri Division of Labor Standards Annual Wage Order - #23   |
| F | Contractor's Affidavit for Final Payment                       |
| G | Final Receipt of Payment and Release                           |
| H | Affidavit of Compliance with Prevailing Wage Law               |
| I | Everify/Work Authorization Affidavit                           |
| J | Contractor's Proposal and Pricing Dated: _____                 |



**DIRECTIONAL BORING CREW SERVICES  
TERM & SUPPLY  
RFQ # 50/2017**

THIS CONTRACT (hereinafter "Contract") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and \_\_\_\_\_ a \_\_\_\_\_ organized in the State of \_\_\_\_\_ and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for a term and supply contract for Directional Boring Crew Services projects to be used as needed for designated projects (hereinafter "Project") in accordance with the Scope of Work outlined RFQ 50/2017 and attached as Exhibit A; and

WHEREAS, in response to City's competitive solicitation, Contractor has submitted a proposal dated \_\_\_\_\_, which is included as Exhibit J; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Project(s) in accordance with the terms of this Contract.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

**1. DEFINITIONS:**

- a. "As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement, or permission of the Engineer is intended.
- b. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" shall mean this document.
- d. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.
- e. "Effective Date" shall have the date of the last signatory to this Contract.
- f. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. The City's Notice to Proceed with a designated Project shall include the name and contact information for the Engineer for the designated Project.

- g. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained from the City. "Or Equivalent/Approved Equal" where allowed, shall be determined by the City's Purchasing Agent.
- h. "Project" shall mean projects designated by the City in writing.
- i. "Project Price" shall mean Contractor's estimate for the completion of a specified Project designated by the City in writing.
- j. "Work" of Contractor or subcontractor includes labor or material or both.

2. **SCOPE OF WORK, SPECIFICATIONS and PROJECT AUTHORIZATION:** On designated Projects, Contractor shall perform the work as described in the Scope of work for Directional Boring Crew Services projects which is attached as Exhibit A, and in accordance with Contractor's proposal and pricing which are attached as Exhibit J on designated Projects authorized by City.

Contractor shall be responsible and shall perform all work according to the specifications, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in this Contract and in Exhibits A and J on Projects authorized by the City.

Authorization of Projects by the City: During the Term of this Contract, City's Engineer may authorize specific Projects by designating the Project in writing and requesting from Contractor an estimate for the Work on the designated Project. Contractor shall within 5 (five) days provide a written estimate to City's Engineer. Should City elect to proceed with the designated Project, City shall issue a written Notice to Proceed on the designated Project.

3. **Performance and Materials Bond:** When Contractor delivers this Contract, executed, to the City, each bound contract shall be accompanied by an original executed Performance Bond, on the forms provided by City. Bonds shall be written by a company approved by the City, each for one hundred percent (100%) of the anticipated annual contract amount of one million dollars and no cents (\$1,000,000.00) guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for period of one (1) year after completion of work. Contractor's Performance Bond is attached as Exhibit C and Labor and Materials Bond is attached as Exhibit D.

4. **COSTS NOT TO EXCEED:** Under no circumstances shall the amount of payment from the City to Contractor exceed the amount of one million dollars (\$1,000,000.00) annually.
5. **TERM and RENEWAL TERMS:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.
6. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
  - a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
  - b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
  - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
  - d. **Business Auto Liability.** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - e. 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 City 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.

- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate is attached as Exhibit B.
  - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
  - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
  - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
7. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts 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 City of Columbia from its own negligence.
8. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.
9. **PAYMENTS:** For each designated Project, Contractor will be allowed payment in accordance with the following schedule.
- a. Not later than thirty (30) days after receipt of invoice, City will make partial payment to Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the Project site and work performed at the Project site during the preceding calendar month by Contractor less any offsets or

deductions authorized in this Contract or otherwise authorized by law, but City will retain five percent (5%) of the amount of each such estimate. Not later than thirty (30) days after final tests and acceptance, City will make final payment of the retained five percent (5%). If, for any reason, City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of this Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by Contractor.

- b. Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the Work on the designated Project have been satisfied and that Contractor shall release the City of Columbia from all further claims on the designated Project, which certificate must bear the written endorsement of the Surety on the bond for the designated Project. Contractor shall complete and submit Contractor's Affidavit for Final Payment attached as Exhibit F to the City along with any and all other completed affidavits and forms set forth in this Contract with Contractor's request for final payment for a designated Project. The acceptance by Contractor of the final payment for the designated Project shall constitute a release and waiver of any and all rights and privileges under the terms of this Contract for that designated Project; further, the acceptance by Contractor of final payment shall relieve City from any and all claims or liabilities on the part of City relating to or connected with the designated Project authorized by the City pursuant to this Contract.
- c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the Work.
- d. Contractor shall pay:
  - For all transportation and utility service not later than the 20<sup>th</sup> day of the calendar month following that in which the services are rendered.
  - For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of the cost thereof, not later than the 20<sup>th</sup> day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the designated Project, and the balance of the cost thereof not later than the 30<sup>th</sup> day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.
  - To each of his subcontractors, not later than the 5<sup>th</sup> day following each payment to Contractor, the respective amounts allowed Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.
- e. City may offset or deduct any amounts Contractor owes to City from the final payment on a designated Project. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:
  - 1. Unsatisfactory job progress;

2. Defective Work;
  3. Failure to make payments to subcontractors or suppliers;
  4. Reasonable evidence that all Work or the Project cannot be completed for the unpaid balance of this Project Price;
  5. Damage by Contractor or subcontractors or suppliers to property of City or others;
  6. Contractor's breach of this Contract; or
  7. Contractor's failure to provide requested documentation.
- f. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Project Price. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.
10. **EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary for a designated Project, City may issue to Contractor a written change order or contract amendment directing that such extra and/or additional work be done or that such change be made, and this Contract shall be modified accordingly. Compensation to Contractor will be calculated as an addition to or deduction from the Project Price based upon such written terms as may be established between the Parties either:
- a. by an acceptable lump sum proposal of Contractor; or
  - b. on a cost-plus limited basis not to exceed a specified limit.
- In the event that none of the foregoing methods are agreed upon with Contractor, City may perform the work by force account.
11. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used.
12. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by Contractor and replaced by an employee with proper qualifications.
13. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of City and the Surety has

been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

14. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used for each designated Project. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by City. Any subcontractor performing work under this Contract on a designated Project at the direction of Contractor shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit G. This completed form shall be submitted to City along with Contractor's application for final payment on a designated Project.
15. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
  - a. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.
  - b. Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on this Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
16. **EQUAL OPPORTUNITY:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation or gender identity.
17. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
18. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the



services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City Manager in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

19. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
20. **SPECIFICATIONS AND DRAWINGS:** Contractor shall keep at the job site a copy of the drawings and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense. Engineer shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.
21. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Contractor shall be responsible for a period of one (1) year from and after the date of final acceptance by City of the Work on a designated Project covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.

22. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
23. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
24. **TERMINATION FOR DEFAULT:** City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring

similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

25. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the City, through its Purchasing Agent, determines that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:

- Stop work on this Contract on the date and to the extent specified in the letter; and
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated; and Complete on schedule such part of the work as will not be terminated by termination letter.

26. **CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

27. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees

working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor's completed affidavit and documentation related to its compliance with this Section 285.530 RSMo are contained in Exhibit I; Contractor shall require all subcontractors to observe the requirements of this section.

- 28. **SPECIFICATIONS:** Contractor shall perform all work on the designated Project in accordance the requirements set forth in the Scope of Work, attached as Exhibit A.
- 29. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- 30. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 31. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- 32. **GENERAL LAWS:** Contractor shall comply with all federal, state, and local laws, codes, rules, regulations, and ordinances.
- 33. **NOTICES:**
  - a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

If to City:	If to Contractor:
City of Columbia	_____
Finance Department	_____
P.O. Box 6015	_____
Columbia, Mo 65205	Attention: _____
Attn: City Purchasing Agent	
  - b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set

forth herein, or delivered in person to said Party or their authorized representative.

- c. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Contract and/or the Work on a designated Project.

34. **NATURE OF CITY'S OBLIGATIONS:** All obligations of the City under this Contract, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

35. **CONTRACT DOCUMENTS:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

Attachment/Exhibit Description

- A RFP containing City's Scope of Work and Project Specifications
- B Contractor's Insurance Certificate
- C Contractor's Performance Bond
- D Contractor's Labor and Materials Bond
- E Missouri Division of Labor Standards Annual Wage Order - #23
- F Contractor's Affidavit for Final Payment
- G Final Receipt of Payment and Release
- H Affidavit of Compliance with Prevailing Wage Law
- I Everify/Work Authorization Affidavit
- J Contractor's Proposal and Pricing Dated: \_\_\_\_\_

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

36. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services on a designated Project described herein are superseded.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF COLUMBIA, MISSOURI

By:

\_\_\_\_\_  
Lawrence Luck, Purchasing Agent

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account \_\_\_\_\_ Various Projects and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

\_\_\_\_\_  
Michele Nix, Director of Finance

CONTRACTOR  
(Seal)

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_

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

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

**CITY OF COLUMBIA, MISSOURI****FINANCE DEPARTMENT  
PURCHASING DIVISION****NOTICE TO BIDDERS  
ADDENDUM #1 RFQ: 50/2017  
DIRECTIONAL BORING CREW SERVICES  
TERM & SUPPLY**

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

**General Clarifications:**

1. Attached is the corrected line item for RFQ – Lines 89-176 were duplicated and have been removed
2. No other changes

**ACKNOWLEDGEMENT OF ADDENDUM #1**

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. 50/2017. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_

## ADDENDUM 1

Item	Item Description	QTY	UNITS	UNIT PRICE
1	TRENCH 24" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	
2	TRENCH 36" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	
3	TRENCH 48" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	
4	TRENCH 24" DEEP, PLACE ONE (1) 2" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
5	TRENCH 36" DEEP, PLACE ONE (1) 3" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
6	TRENCH 36" DEEP, PLACE ONE (1) 4" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
7	TRENCH 48" DEEP, PLACE ONE (1) 3" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
8	TRENCH 48" DEEP, PLACE ONE (1) 4" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
9	PLACE ADD'NL 2" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
10	PLACE ADD'NL 3" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
11	PLACE ADD'NL 4" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
12	PLACE ADD'NL 5" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
13	DIRECTIONAL BORE, FURNISH & INSTALL FOUR (4) 1.5" INNERDUCTS	1	LINEAR FOOT	
14	DIRECTIONAL BORE, FURNISH & INSTALL FOUR (4) 1.5" INNERDUCTS	1	LINEAR FOOT- ROCK RATE	
15	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" ROLL PIPE	1	LINEAR FOOT	
16	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" ROLL PIPE	1	LINEAR FOOT- ROCK RATE	
17	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" PVC BOREGARD	1	LINEAR FOOT	
18	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" PVC BOREGARD	1	LINEAR FOOT- ROCK RATE	
19	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 3" PVC BOREGARD -- <b>Conduit from City Store room</b>	1	LINEAR FOOT	
20	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 3" PVC BOREGARD-- <b>Conduit from City Store room</b>	1	LINEAR FOOT- ROCK RATE	
21	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 4" PVC BOREGARD-- <b>Conduit from City Store room</b>	1	LINEAR FOOT	
22	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 4" PVC BOREGARD-- <b>Conduit from City Store room</b>	1	LINEAR FOOT- ROCK RATE	
23	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 5" PVC BOREGARD-- <b>Conduit from City Store room</b>	1	LINEAR FOOT	
24	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 5" PVC BOREGARD -- <b>Conduit from City Store room</b>	1	LINEAR FOOT- ROCK RATE	
25	DIRECTIONAL BORE ONE (1) 8" PVC, -- PIPE FROM CITY STOREROOM	1	LINEAR FOOT	

26	DIRECTIONAL BORE & INSTALL ONE (1) 8" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	
27	DIRECTIONAL BORE & INSTALL ONE (1) 10" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT	
28	DIRECTIONAL BORE & INSTALL ONE (1) 10" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	
29	DIRECTIONAL BORE & INSTALL ONE (1) 12" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT	
30	DIRECTIONAL BORE & INSTALL ONE (1) 12" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	
31	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 1.5" INNERDUCT	1	LINEAR FOOT	
32	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 1.5" INNERDUCT	1	LINEAR FOOT-ROCK RATE	
33	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" ROLL PIPE	1	LINEAR FOOT	
34	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" ROLL PIPE	1	LINEAR FOOT-ROCK RATE	
35	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" PVC BOREGARD	1	LINEAR FOOT	
36	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	
37	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 3" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT	
38	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 3" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT-ROCK RATE	
39	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 4" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT	
40	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 4" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT-ROCK RATE	
41	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 5" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT	
42	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 5" PVC BOREGARD-- Conduit from City Store room	1	LINEAR FOOT-ROCK RATE	
43	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 12" STEEL CASING (.188 MIN THICKNESS)	1	LINEAR FOOT	
44	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 12" STEEL CASING (.188 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
45	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 16" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT	
46	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 16" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
47	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 18" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT	
48	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 18" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
49	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 20" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	



50	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 24" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
51	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 24" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
52	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 28" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
53	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 28" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
54	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 30" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
55	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 20" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
56	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 30" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
57	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 32" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	
58	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 32" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
59	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 36" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	
60	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 36" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
61	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 42" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	
62	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 42" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
63	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 48" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	
64	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 48" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
65	EXCAVATE & PLACE HANDHOLE 4' X 5' X 4', NOT IN ROCK	1	EACH	
66	EXCAVATE & PLACE SECONDARY VAULT, NOT IN ROCK	1	EACH	
67	DIG INTO MANHOLE WITH KNOCKOUT, NOT IN ROCK	1	EACH	
68	EXCAVATE & PLACE V-1 MANHOLE, NOT IN ROCK	1	EACH	
69	EXCAVATE & PLACE V-3 MANHOLE, NOT IN ROCK	1	EACH	
70	EXCAVATE & PLACE V-4 MANHOLE, NOT IN ROCK	1	EACH	
71	EXCAVATE & PLACE V-2 SWITCHGEAR PAD, NOT IN ROCK	1	EACH	
72	PLACE V-7 SWITCHGEAR PAD, NOT IN ROCK	1	EACH	
73	DIG INTO EXISTING SINGLE PHASE PAD TRANSFORMER, NOT IN ROCK	1	EACH	
74	DIG INTO EXISTING THREE PHASE PAD TRANSFORMER, NOT IN ROCK	1	EACH	
75	DIG INTO EXISTING SECONDARY VAULT, NOT IN ROCK	1	EACH	
76	EXCAVATE & PLACE V8 PULL BOX, NOT IN ROCK	1	EACH	
77	EXCAVATE & PLACE V8-24 PULL BOX, NOT IN ROCK	1	EACH	
78	PLACE L-7 STREET LIGHT	1	EACH	
79	EXCAVATE & PLACE V10 PRECAST 3-PHASE TRANSFORMER PAD	1	EACH	
80	SET 2" RISER ON POLE FOR 1ST TEN (10 FEET)	1	EACH	
81	SET 3" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH	
82	SET 4" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH	

83	SET 5" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH	
84	CONCRETE/ASPHALT REMOVAL	1	SQUARE FOOT	
85	CONCRETE REPAIR	1	SQUARE FOOT	
86	ASPHALT REPAIR	1	SQUARE FOOT	
87	REMOVE SOLID ROCK FOR THE PLACEMENT OF UTILITIES	1	CUBIC YARD	
88	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
89	Provide cost/type for additional equipment if needed - Below	1	Per Hour	
90		1	Per Hour	
91		1	Per Hour	
92		1	Per Hour	
93		1	Per Hour	
94		1	Per Hour	
95		1	Per Hour	
96		1	Per Hour	
97		1	Per Hour	
98		1	Per Hour	
99		1	Per Hour	
100		1	Per Hour	
101		1	Per Hour	
102		1	Per Hour	
103		1	Per Hour	

104		1	Per Hour	
105		1	Per Hour	
106		1	Per Hour	
107		1	Per Hour	
108		1	Per Hour	
109		1	Per Hour	
110		1	Per Hour	
111		1	Per Hour	
112		1	Per Hour	
113		1	Per Hour	



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

### NOTICE TO BIDDERS ADDENDUM #2 RFQ: 50/2017 DIRECTIONAL BORING CREW SERVICES TERM & SUPPLY

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

#### General Clarifications:

1. Bid is extended to March 21, 2017. Closing at 2:00pm CST
2. Attached are corrected line items and attachment for necessary equipment for RFQ –
3. No other changes

#### ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Quotation No. 50/2017. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_



## ADDENDUM 2

Line Item	Item Description	QTY	UNITS	UNIT PRICE
1	TRENCH 24" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	
2	TRENCH 36" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	
3	TRENCH 48" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	
4	TRENCH 24" DEEP, PLACE ONE (1) 2" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
5	TRENCH 36" DEEP, PLACE ONE (1) 3" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
6	TRENCH 36" DEEP, PLACE ONE (1) 4" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
7	TRENCH 48" DEEP, PLACE ONE (1) 3" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
8	TRENCH 48" DEEP, PLACE ONE (1) 4" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
9	PLACE ADD'NL 2" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
10	PLACE ADD'NL 3" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
11	PLACE ADD'NL 4" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
12	PLACE ADD'NL 5" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
13	DIRECTIONAL BORE, FURNISH & INSTALL FOUR (4) 1.5" INNERDUCTS	1	LINEAR FOOT	
14	DIRECTIONAL BORE, FURNISH & INSTALL FOUR (4) 1.5" INNERDUCTS	1	LINEAR FOOT-ROCK RATE	
15	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" ROLL PIPE	1	LINEAR FOOT	
16	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" ROLL PIPE	1	LINEAR FOOT-ROCK RATE	
17	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" PVC BOREGARD	1	LINEAR FOOT	
18	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	
19	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 3" PVC BOREGARD	1	LINEAR FOOT	
20	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 3" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	
21	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 4" PVC BOREGARD	1	LINEAR FOOT	
22	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 4" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	
23	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 5" PVC BOREGARD	1	LINEAR FOOT	
24	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 5" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	
25	DIRECTIONAL BORE ONE (1) 8" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT	
26	DIRECTIONAL BORE & INSTALL ONE (1) 8" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	
27	DIRECTIONAL BORE & INSTALL ONE (1) 10" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT	
28	DIRECTIONAL BORE & INSTALL ONE (1) 10" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	

29	DIRECTIONAL BORE & INSTALL ONE (1) 12" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT	
30	DIRECTIONAL BORE & INSTALL ONE (1) 12" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	
31	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 1.5" INNERDUCT	1	LINEAR FOOT	
32	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 1.5" INNERDUCT	1	LINEAR FOOT-ROCK RATE	
33	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" ROLL PIPE	1	LINEAR FOOT	
34	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" ROLL PIPE	1	LINEAR FOOT-ROCK RATE	
35	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" PVC BOREGARD	1	LINEAR FOOT	
36	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	
37	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 3" PVC BOREGARD	1	LINEAR FOOT	
38	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 3" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	
39	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 4" PVC BOREGARD	1	LINEAR FOOT	
40	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 4" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	
41	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 5" PVC BOREGARD	1	LINEAR FOOT	
42	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 5" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	
43	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 12" STEEL CASING (.188 MIN THICKNESS)	1	LINEAR FOOT	
44	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 12" STEEL CASING (.188 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
45	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 16" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT	
46	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 16" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
47	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 18" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT	
48	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 18" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
49	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 20" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
50	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 24" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
51	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 24" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
52	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 28" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
53	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 28" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
54	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 30" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
55	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 20" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
56	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 30" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
57	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 32" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	

58	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 32" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE
59	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 36" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT
60	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 36" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE
61	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 42" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT
62	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 42" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE
63	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 48" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT
64	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 48" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE
65	EXCAVATE & PLACE HANDHOLE 4' X 5' X 4', NOT IN ROCK	1	EACH
66	EXCAVATE & PLACE SECONDARY VAULT, NOT IN ROCK	1	EACH
67	DIG INTO MANHOLE WITH KNOCKOUT, NOT IN ROCK	1	EACH
68	EXCAVATE & PLACE V-1 MANHOLE, NOT IN ROCK	1	EACH
69	EXCAVATE & PLACE V-3 MANHOLE, NOT IN ROCK	1	EACH
70	EXCAVATE & PLACE V-4 MANHOLE, NOT IN ROCK	1	EACH
71	EXCAVATE & PLACE V-2 SWITCHGEAR PAD, NOT IN ROCK	1	EACH
72	PLACE V-7 SWITCHGEAR PAD, NOT IN ROCK	1	EACH
73	DIG INTO EXISTING SINGLE PHASE PAD TRANSFORMER, NOT IN ROCK	1	EACH
74	DIG INTO EXISTING THREE PHASE PAD TRANSFORMER, NOT IN ROCK	1	EACH
75	DIG INTO EXISTING SECONDARY VAULT, NOT IN ROCK	1	EACH
76	EXCAVATE & PLACE V8 PULL BOX, NOT IN ROCK	1	EACH
77	EXCAVATE & PLACE V8-24 PULL BOX, NOT IN ROCK	1	EACH
78	PLACE L-7 STREET LIGHT	1	EACH
79	PLUMB & POUR 3-PHASE TRANSFORMER PAD	1	EACH
80	SET 2" RISER ON POLE FOR 1ST TEN (10 FEET	1	EACH
81	SET 3" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH
82	SET 4" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH
83	SET 5" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH
84	CONCRETE/ASPHALT REMOVAL	1	SQUARE FOOT
85	CONCRETE REPAIR	1	SQUARE FOOT
86	ASPHALT REPAIR	1	SQUARE FOOT
87	REMOVE SOLID ROCK FOR THE PLACEMENT OF UTILITIES	1	CUBIC YARD
88	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT
89	PROVIDE 3" PVC BOREGARD MATERIAL TO JOBSITE	1	PER FOOT
90	PROVIDE 4" PVC BOREGARD MATERIAL TO JOBSITE	1	PER FOOT



91	PROVIDE 5" PVC BOREGARD MATERIAL TO JOBSITE	1	PER FOOT	
92	HOURLY RATE GENERAL FOREMAN	1	REGULAR RATE	
93	HOURLY RATE GENERAL FOREMAN	1	OVERTIME RATE	
94	HOURLY RATE GENERAL FOREMAN	1	DOUBLE TIME RATE	
95	HOURLY RATE FOREMAN	1	REGULAR RATE	
96	HOURLY RATE FOREMAN	1	OVERTIME RATE	
97	HOURLY RATE FOREMAN	1	DOUBLE TIME RATE	
98	HOURLY RATE JOURNEYMAN LINEMAN	1	REGULAR RATE	
99	HOURLY RATE JOURNEYMAN LINEMAN	1	OVERTIME RATE	
100	HOURLY RATE JOURNEYMAN LINEMAN	1	DOUBLE TIME RATE	
101	HOURLY RATE LINEMAN OPERATOR	1	REGULAR RATE	
102	HOURLY RATE LINEMAN OPERATOR	1	OVERTIME RATE	
103	HOURLY RATE LINEMAN OPERATOR	1	DOUBLE TIME RATE	
104	HOURLY RATE OPERATOR	1	REGULAR RATE	
105	HOURLY RATE OPERATOR	1	OVERTIME RATE	
106	HOURLY RATE OPERATOR	1	DOUBLE TIME RATE	
107	HOURLY RATE GROUNDMAN	1	REGULAR RATE	
108	HOURLY RATE GROUNDMAN	1	OVERTIME RATE	
109	HOURLY RATE GROUNDMAN	1	DOUBLE TIME RATE	
110	HOURLY RATE GENERAL FOREMAN	1	REGULAR RATE	
111	HOURLY RATE GENERAL FOREMAN	1	OVERTIME RATE	
112	HOURLY RATE GENERAL FOREMAN	1	DOUBLE TIME RATE	
113	HOURLY RATE FOREMAN	1	REGULAR RATE	
114	HOURLY RATE FOREMAN	1	OVERTIME RATE	
115	HOURLY RATE FOREMAN	1	DOUBLE TIME RATE	
116	HOURLY RATE PIPEFITTER	1	REGULAR RATE	
117	HOURLY RATE PIPEFITTER	1	OVERTIME RATE	
118	HOURLY RATE PIPEFITTER	1	DOUBLE TIME RATE	
119	HOURLY RATE OPERATING ENGINEER	1	REGULAR RATE	
120	HOURLY RATE OPERATING ENGINEER	1	OVERTIME RATE	
121	HOURLY RATE OPERATING ENGINEER	1	DOUBLE TIME RATE	
122	HOURLY RATE TRUCK DRIVER	1	REGULAR RATE	
123	HOURLY RATE TRUCK DRIVER	1	OVERTIME RATE	
124	HOURLY RATE TRUCK DRIVER	1	DOUBLE TIME RATE	
125	HOURLY RATE SKILLED LABORER	1	REGULAR RATE	
126	HOURLY RATE SKILLED LABORER	1	OVERTIME RATE	
127	HOURLY RATE SKILLED LABORER	1	DOUBLE TIME RATE	
128	AIR COMPRESSOR 185 CFM 120 PSI OR SIMILAR EQUIPMENT	1	Per Hour	
129	PICKUP TRUCK 1/2 TON	1	Per Hour	
130	PICKUP TRUCK 3/4 TON	1	Per Hour	
131	PICKUP TRUCK 1 TON	1	Per Hour	
132	1 TON FLATBED TRUCK	1	Per Hour	
133	2 TON FLATBED TRUCK	1	Per Hour	
134	ROAD TRACTOR	1	Per Hour	
135	1 TON UTILITY VAN WITH TOOLS	1	Per Hour	
136	2 TON UTILITY VAN WITH TOOLS	1	Per Hour	

137	LOW BOY TRAILER	1	Per Hour	
138	TAG TRAILER	1	Per Hour	
139	PIPE HAULING TRAILER	1	Per Hour	
140	WIRE TRAILER	1	Per Hour	
141	CONDUIT TRAILER	1	Per Hour	
142	2 TON FLATBED TRAILER	1	Per Hour	
143	DIRECTIONAL BORING MACHINE 5,000 TO 11,000 LBS THRUST RATED	1	Per Hour	
144	DIRECTIONAL BORING MACHINE 12,000 TO 24,000 LBS THRUST RATED	1	Per Hour	
145	DIRECTIONAL BORING MACHINE 25,000 TO 50,000 LBS THRUST RATED	1	Per Hour	
146	DIRECTIONAL BORING MACHINE 51,000 TO 70,000 LBS THRUST RATED	1	Per Hour	
147	ROCK DIRECTIONAL BORING MACHINE 30,000 LBS & UNDER THRUST RATED	1	Per Hour	
148	ROCK DIRECTIONAL BORING MACHINE 31,000 TO 40,000 LBS THRUST RATED	1	Per Hour	
149	ROCK DIRECTIONAL BORING MACHINE 41,000 TO 60,000 LBS THRUST RATED	1	Per Hour	
150	CASE 580M FRONT LOADER BACKHOE OR SIMILAR	1	Per Hour	
151	KUBOTA KX121 TRACKHOE OR SIMILAR	1	Per Hour	
152	ROCK HAMMER FOR BACKHOE	1	Per Hour	
153	SKID LOADER OR SIMILAR EQUIPMENT	1	Per Hour	
154	VACTOR PD2100 VACUUM TRUCK OR SIMILAR	1	Per Hour	
155	DITCH WITCH VACUUM EXCAVATOR TRAILER FX60 OR SIMILAR	1	Per Hour	
156	BULLDOZER UNDER 20,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	
157	BULLDOZER OVER 20,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	
158	TRACK LOADER (HIGHLIFT) OR SIMILAR EQUIPMENT	1	Per Hour	
159	SINGLE AXLE DUMP TRUCK	1	Per Hour	
160	TANDEM AXLE DUMP TRUCK	1	Per Hour	
161	BUCKET TRUCK, 55' OR LESS	1	Per Hour	
162	BUCKET TRUCK, MORE THAN 55'	1	Per Hour	
163	DIGGER DERRICK TRUCK	1	Per Hour	
164	MINI EXCAVATOR-2,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	
165	MINI EXCAVATOR-5,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	
166	MINI EXCAVATOR-8,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	
167	MINI EXCAVATOR-12,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	
168	MINI EXCAVATOR-16,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	
169	EXCAVATOR-20,000 LB PLUS OR SIMILAR EQUIPMENT	1	Per Hour	
170	HAMMER FOR EXCAVATOR-20,000 LB PLUS OR SIMILAR EQUIPMENT	1	Per Hour	
171	MANHOLE CONFINED SPACE VENTILATION & HOIST RESCUE PACKAGE	1	Per Hour	

172	10,000 LB WINCH FOR PULLING CABLE OR SIMILAR EQUIPMENT	1	Per Hour	
173	30,000 LB WINCH FOR PULLING CABLE OR SIMILAR EQUIPMENT	1	Per Hour	
174	STREET SWEEPER	1	Per Hour	
175	MATERIALS MARKUP IN PERCENT ABOVE COST FOR OTHER MATERIALS PROVIDED	1	Percentage	

OPTIVIEW



**CITY OF COLUMBIA, MISSOURI**

**FINANCE DEPARTMENT  
PURCHASING DIVISION**

**NOTICE TO BIDDERS  
ADDENDUM #3 RFQ: 50/2017  
DIRECTIONAL BORING CREW SERVICES  
TERM & SUPPLY**

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

**General Clarifications:**

1. Bid is extended to April 4, 2017. Closing at 2:00pm CST
2. Attached are corrected line items and attachment for necessary equipment for RFQ – I have included the equipment list from addendum 2 for convenience. No change to that document.
3. No other changes

**ACKNOWLEDGEMENT OF ADDENDUM #3**

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #3 have been incorporated in their proposal and are a part of Request for Quotation No. 50/2017. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_



### ADDENDUM 3

Line Item	Item Description	QTY	UNITS	UNIT PRICE
1	TRENCH 24" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	
2	TRENCH 36" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	
3	TRENCH 48" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	
4	TRENCH 24" DEEP, PLACE ONE (1) 2" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
5	TRENCH 36" DEEP, PLACE ONE (1) 3" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
6	TRENCH 36" DEEP, PLACE ONE (1) 4" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
7	TRENCH 48" DEEP, PLACE ONE (1) 3" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
8	TRENCH 48" DEEP, PLACE ONE (1) 4" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	
9	PLACE ADD'NL 2" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
10	PLACE ADD'NL 3" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
11	PLACE ADD'NL 4" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
12	PLACE ADD'NL 5" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	
13	DIRECTIONAL BORE, FURNISH & INSTALL FOUR (4) 1.5" INNERDUCTS	1	LINEAR FOOT	
14	DIRECTIONAL BORE, FURNISH & INSTALL FOUR (4) 1.5" INNERDUCTS	1	LINEAR FOOT-ROCK RATE	
15	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" ROLL PIPE	1	LINEAR FOOT	
16	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" ROLL PIPE	1	LINEAR FOOT-ROCK RATE	
17	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" PVC BOREGARD	1	LINEAR FOOT	
18	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	
19	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 3" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT	
20	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 3" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT-ROCK RATE	
21	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 4" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT	
22	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 4" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT-ROCK RATE	
23	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 5" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT	
24	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 5" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT-ROCK RATE	
25	DIRECTIONAL BORE ONE (1) 8" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT	
26	DIRECTIONAL BORE & INSTALL ONE (1) 8" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	
27	DIRECTIONAL BORE & INSTALL ONE (1) 10" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT	
28	DIRECTIONAL BORE & INSTALL ONE (1) 10" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	

29	DIRECTIONAL BORE & INSTALL ONE (1) 12" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT	
30	DIRECTIONAL BORE & INSTALL ONE (1) 12" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	
31	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 1.5" INNERDUCT	1	LINEAR FOOT	
32	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 1.5" INNERDUCT	1	LINEAR FOOT-ROCK RATE	
33	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" ROLL PIPE	1	LINEAR FOOT	
34	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" ROLL PIPE	1	LINEAR FOOT-ROCK RATE	
35	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" PVC BOREGARD	1	LINEAR FOOT	
36	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	
37	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 3" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT	
38	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 3" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT-ROCK RATE	
39	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 4" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT	
40	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 4" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT-ROCK RATE	
41	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 5" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT	
42	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 5" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT-ROCK RATE	
43	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 12" STEEL CASING (.188 MIN THICKNESS)	1	LINEAR FOOT	
44	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 12" STEEL CASING (.188 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
45	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 16" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT	
46	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 16" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
47	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 18" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT	
48	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 18" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
49	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 20" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
50	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 24" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
51	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 24" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
52	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 28" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	
53	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 28" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
54	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 30" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	

55	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 20" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
56	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 30" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
57	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 32" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	
58	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 32" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
59	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 36" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	
60	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 36" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
61	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 42" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	
62	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 42" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
63	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 48" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	
64	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 48" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	
65	EXCAVATE & PLACE HANDHOLE 4' X 5' X 4', NOT IN ROCK	1	EACH	
66	EXCAVATE & PLACE SECONDARY VAULT, NOT IN ROCK	1	EACH	
67	DIG INTO MANHOLE WITH KNOCKOUT, NOT IN ROCK	1	EACH	
68	EXCAVATE & PLACE V-1 MANHOLE, NOT IN ROCK	1	EACH	
69	EXCAVATE & PLACE V-3 MANHOLE, NOT IN ROCK	1	EACH	
70	EXCAVATE & PLACE V-4 MANHOLE, NOT IN ROCK	1	EACH	
71	EXCAVATE & PLACE V-2 SWITCHGEAR PAD, NOT IN ROCK	1	EACH	
72	PLACE V-7 SWITCHGEAR PAD, NOT IN ROCK	1	EACH	
73	DIG INTO EXISTING SINGLE PHASE PAD TRANSFORMER, NOT IN ROCK	1	EACH	
74	DIG INTO EXISTING THREE PHASE PAD TRANSFORMER, NOT IN ROCK	1	EACH	
75	DIG INTO EXISTING SECONDARY VAULT, NOT IN ROCK	1	EACH	
76	EXCAVATE & PLACE V8 PULL BOX, NOT IN ROCK	1	EACH	
77	EXCAVATE & PLACE V8-24 PULL BOX, NOT IN ROCK	1	EACH	
78	PLACE L-7 STREET LIGHT	1	EACH	
79	PLUMB & POUR 3-PHASE TRANSFORMER PAD	1	EACH	
80	SET 2" RISER ON POLE FOR 1ST TEN (10 FEET	1	EACH	
81	SET 3" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH	
82	SET 4" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH	
83	SET 5" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH	
84	CONCRETE/ASPHALT REMOVAL	1	SQUARE FOOT	
85	CONCRETE REPAIR	1	SQUARE FOOT	
86	ASPHALT REPAIR	1	SQUARE FOOT	
87	REMOVE SOLID ROCK FOR THE PLACEMENT OF UTILITIES	1	CUBIC YARD	



88	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	
89	HOURLY RATE GENERAL FOREMAN	1	REGULAR RATE	
90	HOURLY RATE GENERAL FOREMAN	1	OVERTIME RATE	
91	HOURLY RATE GENERAL FOREMAN	1	DOUBLE TIME RATE	
92	HOURLY RATE FOREMAN	1	REGULAR RATE	
93	HOURLY RATE FOREMAN	1	OVERTIME RATE	
94	HOURLY RATE FOREMAN	1	DOUBLE TIME RATE	
95	HOURLY RATE JOURNEYMAN LINEMAN	1	REGULAR RATE	
96	HOURLY RATE JOURNEYMAN LINEMAN	1	OVERTIME RATE	
97	HOURLY RATE JOURNEYMAN LINEMAN	1	DOUBLE TIME RATE	
98	HOURLY RATE LINEMAN OPERATOR	1	REGULAR RATE	
99	HOURLY RATE LINEMAN OPERATOR	1	OVERTIME RATE	
100	HOURLY RATE LINEMAN OPERATOR	1	DOUBLE TIME RATE	
101	HOURLY RATE OPERATOR	1	REGULAR RATE	
102	HOURLY RATE OPERATOR	1	OVERTIME RATE	
103	HOURLY RATE OPERATOR	1	DOUBLE TIME RATE	
104	HOURLY RATE GROUNDMAN	1	REGULAR RATE	
105	HOURLY RATE GROUNDMAN	1	OVERTIME RATE	
106	HOURLY RATE GROUNDMAN	1	DOUBLE TIME RATE	
107	HOURLY RATE GENERAL FOREMAN	1	REGULAR RATE	
108	HOURLY RATE GENERAL FOREMAN	1	OVERTIME RATE	
109	HOURLY RATE GENERAL FOREMAN	1	DOUBLE TIME RATE	
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111	HOURLY RATE FOREMAN	1	OVERTIME RATE	
112	HOURLY RATE FOREMAN	1	DOUBLE TIME RATE	
113	HOURLY RATE PIPEFITTER	1	REGULAR RATE	
114	HOURLY RATE PIPEFITTER	1	OVERTIME RATE	
115	HOURLY RATE PIPEFITTER	1	DOUBLE TIME RATE	
116	HOURLY RATE OPERATING ENGINEER	1	REGULAR RATE	
117	HOURLY RATE OPERATING ENGINEER	1	OVERTIME RATE	
118	HOURLY RATE OPERATING ENGINEER	1	DOUBLE TIME RATE	
119	HOURLY RATE TRUCK DRIVER	1	REGULAR RATE	
120	HOURLY RATE TRUCK DRIVER	1	OVERTIME RATE	
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126	PICKUP TRUCK 1/2 TON	1	Per Hour	
127	PICKUP TRUCK 3/4 TON	1	Per Hour	
128	PICKUP TRUCK 1 TON	1	Per Hour	
129	1 TON FLATBED TRUCK	1	Per Hour	
130	2 TON FLATBED TRUCK	1	Per Hour	
131	ROAD TRACTOR	1	Per Hour	
132	1 TON UTILITY VAN WITH TOOLS	1	Per Hour	
133	2 TON UTILITY VAN WITH TOOLS	1	Per Hour	

134	LOW BOY TRAILER	1	Per Hour	
135	TAG TRAILER	1	Per Hour	
136	PIPE HAULING TRAILER	1	Per Hour	
137	WIRE TRAILER	1	Per Hour	
138	CONDUIT TRAILER	1	Per Hour	
139	2 TON FLATBED TRAILER	1	Per Hour	
140	DIRECTIONAL BORING MACHINE 5,000 TO 11,000 LBS THRUST RATED	1	Per Hour	
141	DIRECTIONAL BORING MACHINE 12,000 TO 24,000 LBS THRUST RATED	1	Per Hour	
142	DIRECTIONAL BORING MACHINE 25,000 TO 50,000 LBS THRUST RATED	1	Per Hour	
143	DIRECTIONAL BORING MACHINE 51,000 TO 70,000 LBS THRUST RATED	1	Per Hour	
144	ROCK DIRECTIONAL BORING MACHINE 30,000 LBS & UNDER THRUST RATED	1	Per Hour	
145	ROCK DIRECTIONAL BORING MACHINE 31,000 TO 40,000 LBS THRUST RATED	1	Per Hour	
146	ROCK DIRECTIONAL BORING MACHINE 41,000 TO 60,000 LBS THRUST RATED	1	Per Hour	
147	CASE 580M FRONT LOADER BACKHOE OR SIMILAR	1	Per Hour	
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151	VACTOR PD2100 VACUUM TRUCK OR SIMILAR	1	Per Hour	
152	DITCH WITCH VACUUM EXCAVATOR TRAILER FX60 OR SIMILAR	1	Per Hour	
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156	SINGLE AXLE DUMP TRUCK	1	Per Hour	
157	TANDEM AXLE DUMP TRUCK	1	Per Hour	
158	BUCKET TRUCK, 55' OR LESS	1	Per Hour	
159	BUCKET TRUCK, MORE THAN 55'	1	Per Hour	
160	DIGGER DERRICK TRUCK	1	Per Hour	
161	MINI EXCAVATOR-2,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	
162	MINI EXCAVATOR-5,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	
163	MINI EXCAVATOR-8,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	
164	MINI EXCAVATOR-12,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	
165	MINI EXCAVATOR-16,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	
166	EXCAVATOR-20,000 LB PLUS OR SIMILAR EQUIPMENT	1	Per Hour	
167	HAMMER FOR EXCAVATOR-20,000 LB PLUS OR SIMILAR EQUIPMENT	1	Per Hour	
168	MANHOLE CONFINED SPACE VENTILATION & HOIST RESCUE PACKAGE	1	Per Hour	

169	10,000 LB WINCH FOR PULLING CABLE OR SIMILAR EQUIPMENT	1	Per Hour	
170	30,000 LB WINCH FOR PULLING CABLE OR SIMILAR EQUIPMENT	1	Per Hour	
171	STREET SWEEPER	1	Per Hour	
172	MATERIALS MARKUP IN PERCENT ABOVE COST FOR OTHER MATERIALS PROVIDED	1	Percentage	

**CITY OF COLUMBIA, MISSOURI****FINANCE DEPARTMENT  
PURCHASING DIVISION****NOTICE TO BIDDERS  
ADDENDUM #4 RFQ: 50/2017  
DIRECTIONAL BORING CREW SERVICES  
TERM & SUPPLY**

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

**General Clarifications:**

1. Clarification plan sheets attached
2. No other changes

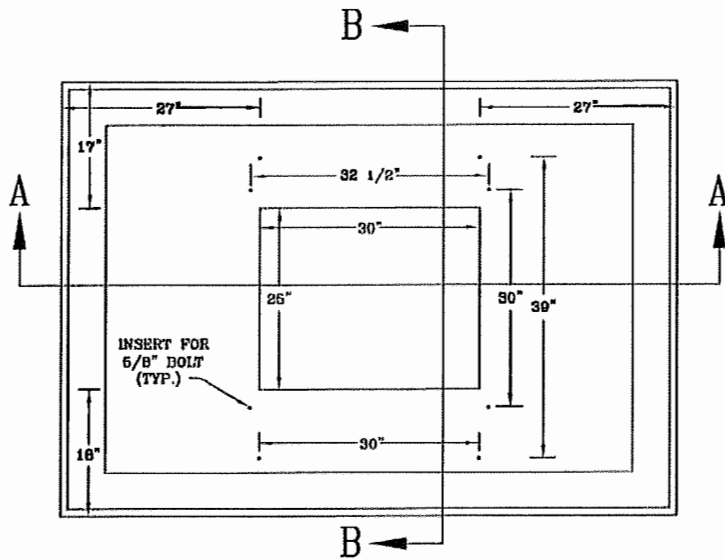
**ACKNOWLEDGEMENT OF ADDENDUM #4**

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #4 have been incorporated in their proposal and are a part of Request for Quotation No. 50/2017. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_

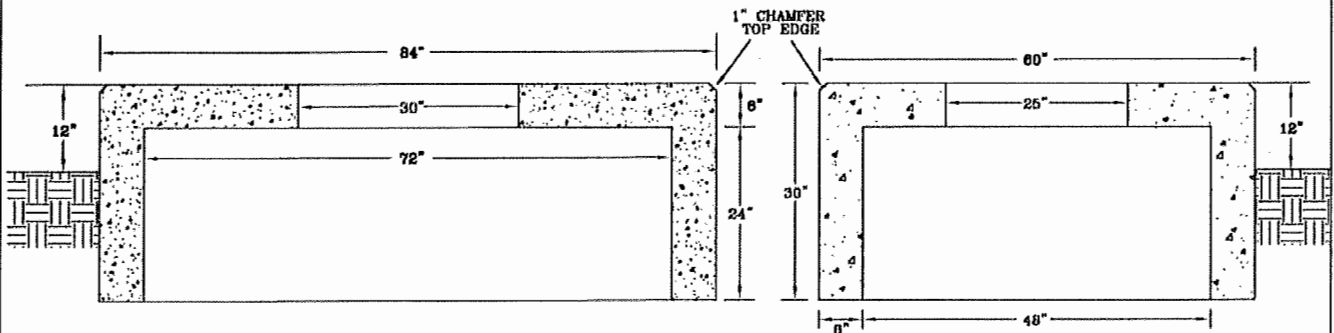




TOP VIEW

**NOTES:**

1. VAULT WALLS TO BE 6" THICK.
2. FACTORY INSTALLED INSERTS ARE FOR 42-2 W.P.P. SHELL.
3. INSERTS FOR 72-2 W.P.P. SHELL TO BE FIELD INSTALLED.
4. TOP SURFACE TO BE FINISHED SMOOTH AND FLAT.



SECTION A-A

SECTION B-B

ORDER DIRECTLY FROM:

PRECISION PRECAST 2801 OLD  
 HWY 63S COLUMBIA, MO 65201  
 ATTN: DAVE ROTHOVE  
 OFFICE (573) 442-0995 FAX  
 (573) 474-8493  
 CELL 573-289-8260

VENDOR: MISSOURI CONCRETE PRODUCTS

drothove@precision-precision.com

\* AS REQUIRED  
 O = OWNER FURNISHED  
 C = CONTRACTOR FURNISHED

BILL OF MATERIAL

KEY	ITEM	DESCRIPTION	O	C	QTY	STOCK NUMBER

NO DATE REVISIONS AND RECORD OF ISSUE BY CHK APP FLN

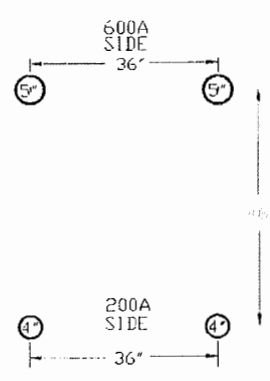
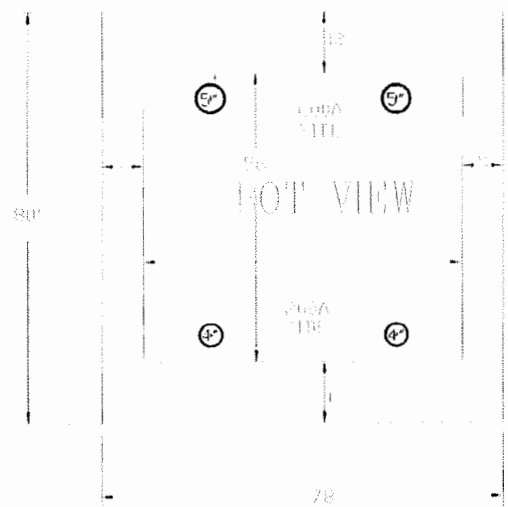
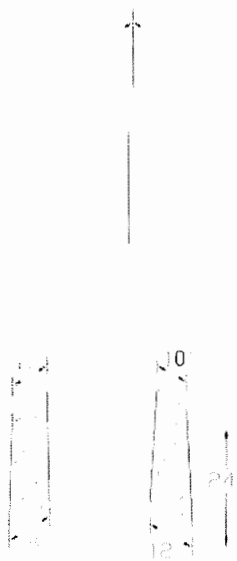
CITY OF COLUMBIA, MISSOURI  
 DISTRIBUTION ASSEMBLIES

ENGINEER AA DRAWN DT  
 CHECKED 6-23-03 DATE 6-23-03

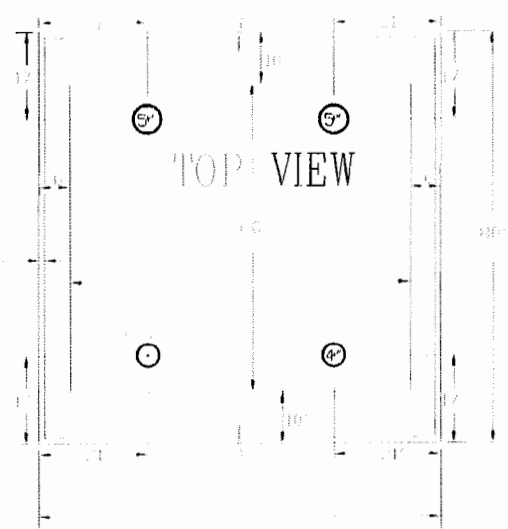
PRECAST 4'x6' W.P.P.  
 SWGR. FOUNDATION

V2





IN ALL CASES, DOOR OPEN AS SHOWN



ORDER DIRECTLY FROM:  
 PRECISION PRECAST,  
 2001 OLD 63, SOUTH  
 COLUMBIA, MO 65201  
 OFFICE (573) 442-0995  
 FAX (573) 474-8493  
 drothove@precision-precast.com

ATTN: DAVE ROTHOVE  
 CELL 573-289-8260

- \* AS REQUIRED
- O = OWNER FURNISHED
- C = CONTRACTOR FURNISHED

BILL OF MATERIAL	DESCRIPTION	QUANTITY	UNIT	DATE

CITY OF COLUMBIA, MISSOURI  
 DISTRIBUTION ASSEMBLIES

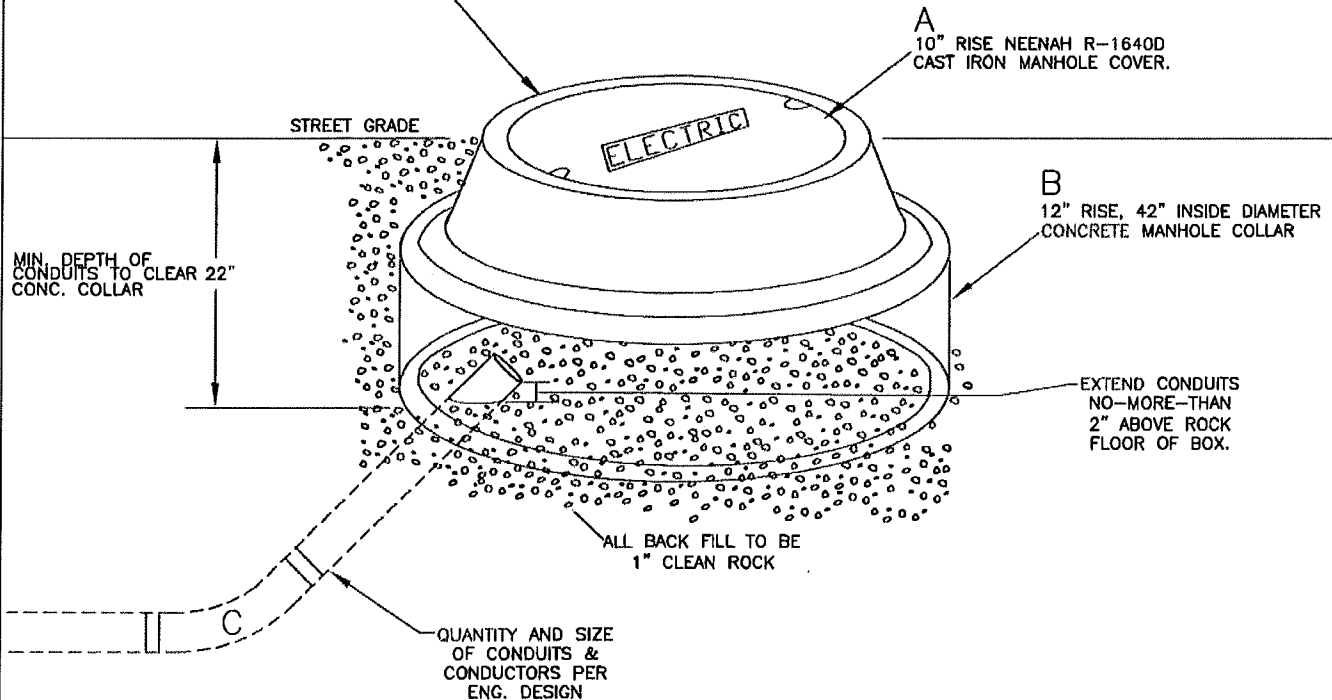
KEEP A COPY OF THIS DRAWING  
 IN THE OFFICE OF THE PROJECT ENGINEER



NEENAH COVER & FRAME  
 WATER & SEWER SUPPLY CO  
 2612 PARIS ROAD  
 COLUMBIA, MO 65202  
 OFFICE: (573) 474-8473  
 P.O.C. - KEVIN KORMEIER  
 OR SHAWN

Note: East Jordan Iron Works #181272 is not an acceptable equivalent to the Neenah R-1640-D because it is too heavy.

ASK FOR MANHOLE FRAME WITH SOLID LID, LABELED 'ELECTRIC', w/ DROP HANDLES.



CONCRETE COLLAR - PRECAST

PRECISION PRECAST  
 2801 OLD HWY 63S  
 COLUMBIA, MO 65201  
 ATTN: DAVE ROTHOVE  
 OFFICE (573) 442-0995  
 FAX (573) 474-8493  
 CELL 573-289-8260

drothove@precision-precision.com

\* AS REQUIRED  
 O = OWNER FURNISHED  
 C = CONTRACTOR FURNISHED

NOTE:

USE V8-24 IF CONDUIT IS LARGER THAN 3" OR IF WIRE IS LARGER THAN #4/0.

BILL OF MATERIAL						
KEY	ITEM	DESCRIPTION	O	C	QTY	STOCK NUMBER
A		NEENAH 1640D COVER AND FRAME	X		1	E16-01-121
B		12" RISE CONCRETE COLLAR -PRECAST-			1	CALL CHAMPION PRECAST, TROY, MO. (573-384-5855)
C		45" X 36" X DIA. ELBOW (STEEL WHEN REQUIRED)			PER ENG. DESIGN	

NO	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	FLM
----	------	-------------------------------	----	-----	-----	-----

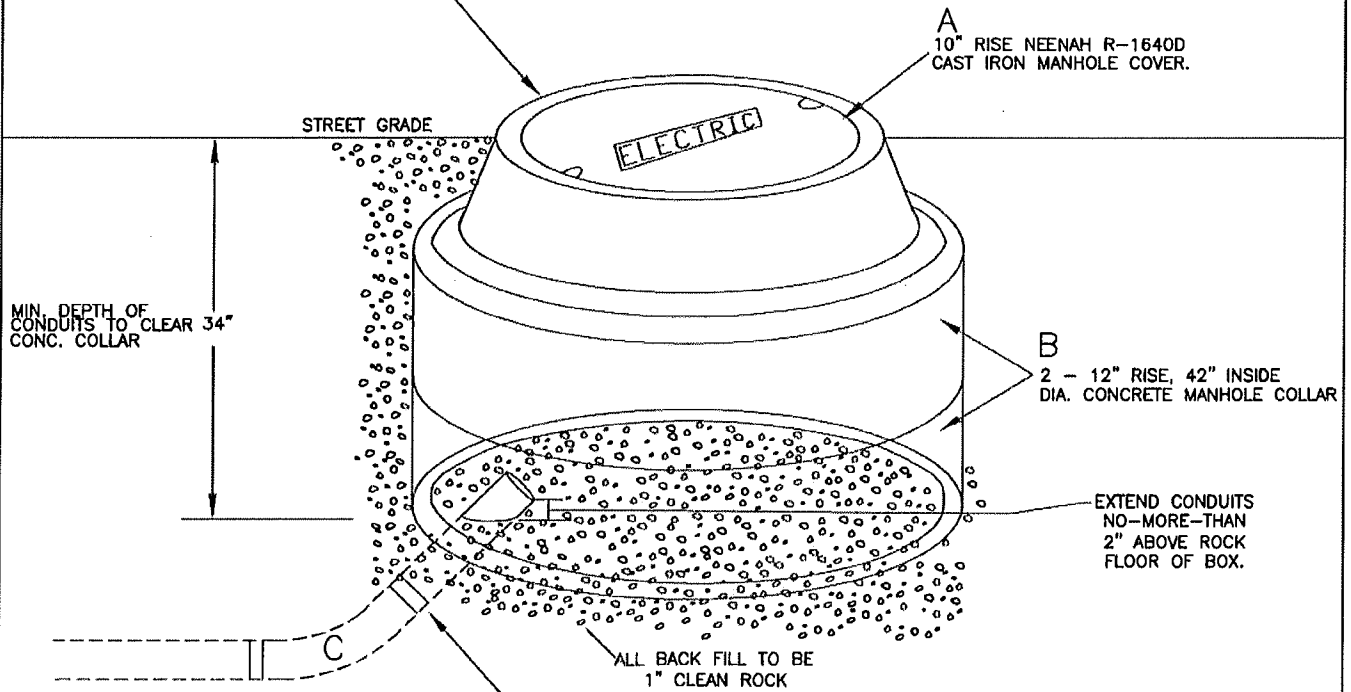
CITY OF COLUMBIA, MISSOURI  
 DISTRIBUTION ASSEMBLIES

ENGINEER	DHC	DRAWN	DT	TRAFFIC RATED - SMALL CAPACITY SECONDARY HANDHOLE	V8-12
CHECKED	8-08-03	DATE	8-08-03	REV. DATE	10-9-09 JTB

NEENAH COVER & FRAME  
 WATER & SEWER SUPPLY CO  
 2612 PARIS ROAD  
 COLUMBIA, MD 65202  
 OFFICE: (573) 474-8473  
 P.O.C. - KEVIN KORMEIER  
 OR SHAWN

Note: East Jordan Iron Works #181272 is not an acceptable equivalent to the Neenah R-1640-D because it is too heavy.

ASK FOR MANHOLE FRAME WITH SOLID LID, LABELED 'ELECTRIC', w/ DROP HANDLES.



CONCRETE COLLAR - PRECAST  
 PRECISION PRECAST  
 2801 OLD HWY 63S  
 COLUMBIA, MO 65201  
 ATTN: DAVE ROTHOVE  
 OFFICE (573) 442-0995  
 FAX (573) 474-8493  
 CELL 573-289-8260

drothove@precision-precision.com

QUANTITY AND SIZE OF CONDUITS & CONDUCTORS PER ENG. DESIGN

NOTE:

USE V8-24 IF CONDUIT IS LARGER THAN 3" OR IF WIRE IS LARGER THAN #4/0.

\* AS REQUIRED  
 O = OWNER FURNISHED  
 C = CONTRACTOR FURNISHED

BILL OF MATERIAL					
KEY	ITEM	DESCRIPTION	O/C	QTY	STOCK NUMBER
A		NEENAH 1640D COVER AND FRAME	X	1	E16-01-121
B		12" RISE CONCRETE COLLAR -PRECAST-		2	CALL CHAMPION PRECAST, TROY, MO. (573-384-5855)
C		45' X 36" X DIA. ELBOW (STEEL WHEN REQUIRED)		PER	ENG. DESIGN

NO DATE REVISIONS AND RECORD OF ISSUE BY CHK APP FLM

CITY OF COLUMBIA, MISSOURI  
 DISTRIBUTION ASSEMBLIES

ENGINEER DHC DRAWN DT  
 CHECKED 8-08-03 DATE 8-08-03 REV. DATE 10-12-09 JTB

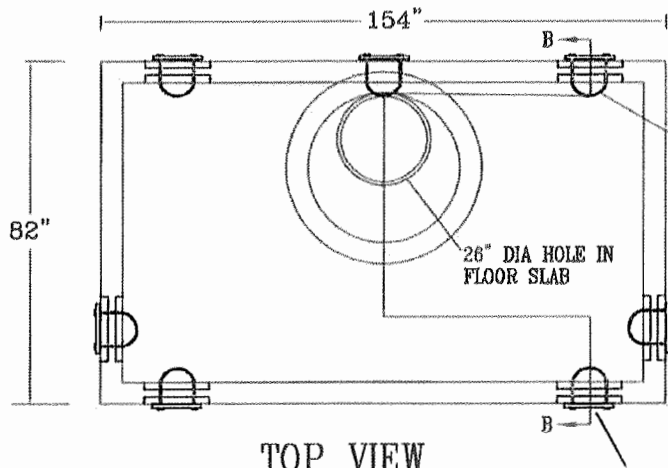
TRAFFIC RATED - LARGE CAPACITY  
 SECONDARY HANDHOLE

V8-24









GALVANIZED 1" STOCK DOUBLE BOLT THROUGH PULLING IRON WITH BACKING PLATE, (TYP. OF 7) F/I BY PRECAST CONCRETE VENDOR

ORDER DIRECTLY FROM:

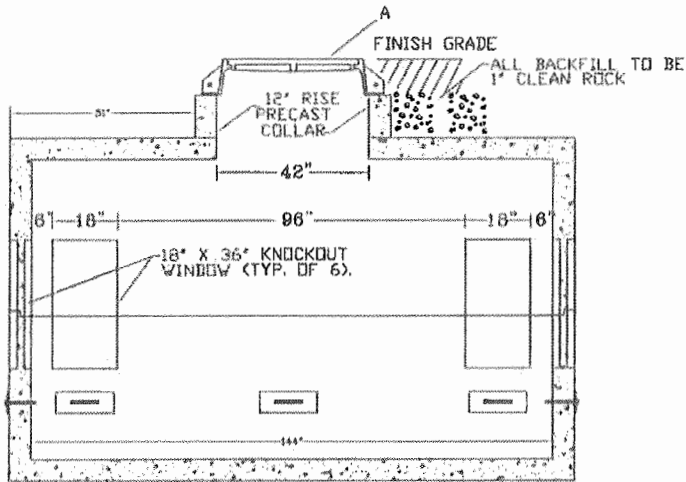
PRECISION PRECAST  
 2801 OLD HWY 63S  
 COLUMBIA, MO 65201  
 ATTN: DAVE ROTHOVE  
 OFFICE (573) 442-0995  
 FAX (573) 474-8493  
 CELL 573-289-8260

drothove@precision-precast.com

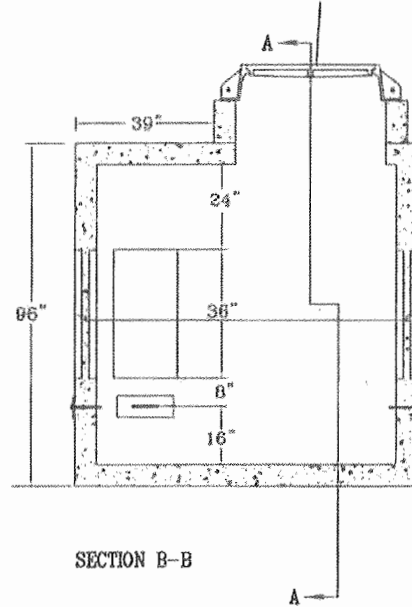
TOP VIEW  
 W/ MANHOLE COVER  
 REMOVED FOR DETAIL

Note: East Jordan Iron Works #181272 is not an acceptable equivalent to the Neenah R-1640-D because it is too heavy.

NEENAH R-1640-D COVER & FRAME, LABELED 'ELECTRIC' W/ DROP HANDLES, F/I BY CONTRACTOR THAT INSTALLS THE MANHOLE



SECTION A-A



SECTION B-B

\* AS REQUIRED  
 O = OWNER FURNISHED  
 C = CONTRACTOR FURNISHED

BILL OF MATERIAL

KEY	ITEM	DESCRIPTION	O	C	QTY	STOCK NUMBER
A		CAST IRON MANHOLE COVER (BY INSTALLING CONTRACTOR)	X		1	16-01-121

NO DATE REVISIONS AND RECORD OF ISSUE BY CHK/APP/FLM

CITY OF COLUMBIA, MISSOURI  
 DISTRIBUTION ASSEMBLIES

ENGINEER	DHC	DRAWN
CHECKED	3-25-10	DATE

7'x12' PRECAST  
 CONCRETE MANHOLE

V4

Contract Exhibit

# EXHIBIT B

None – reserved for future use

Contract Exhibit

# EXHIBIT C

None – reserved for future use



Contract Exhibit

# EXHIBIT D

City approved form for Contractor's Performance Bond

**#84BCSGS2554  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Selcon Construction, LLC

as Principal, hereinafter called Contractor, and Hartford Fire Insurance Company

a corporation organized under the laws of the State of Connecticut,  
and authorized to transact business in the State of Missouri as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, in the amount of one million dollars and no cents (\$1,000,000.00) 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 7-19-17, entered into Contract with Owner for: Directional Boring Crew Services Projects accordance with specifications prepared by the City of Columbia, 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, 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:

- a. Complete the Contract in accordance with its terms and conditions, or
- b. 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 or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds 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.

process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

- ii. 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.
  - iii. 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.
4. 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 presents to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

Columbia, Missouri, on this 19 day of July, 2017.

CONTRACTOR: Selcon Construction, LLC (Seal)

BY: Jay Allen

SURETY COMPANY: Hartford Fire Insurance Company

BY: [Signature] (Seal)

(Attorney-in-Fact)

BY: [Signature]  
(Missouri Representative)

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

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Code: 84-531476**

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Theresa Bommarito, Erin Hamra, Gregory Horton, AL Jannett, Sherry Jehling, Bradley S. Johnson, Laura Laramore, Debra Lyerla, Kari Wilkinson of FARMINGTON, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above Instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Nora M. Stranko*

Nora M. Stranko  
 Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 3, 2017

Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

Contract Exhibit

# EXHIBIT E

City approved form for Contractor's Labor and  
Materials Bond

#84BCSGS2544

**LABOR & MATERIAL PAYMENT BOND**

Selcon

KNOW ALL MEN BY THESE PRESENTS, that we, Construction, LLC as Principal, hereinafter called Contractor, and Hartford Fire Ins. Co. a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of one million dollars and no cents (\$1,000,000.00) 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 7-19-17 entered into a Contract with Owner for Directional Boring Crew Services Projects, in accordance with drawings and specifications prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such that if the Contractor shall promptly make payment 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:

1. 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, or rental of equipment directly applicable to the Contract.
2. 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.
3. No suit or action shall be commenced hereunder by any claimant:
  - i Unless claimant, other than one having a direct Contract 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

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 its 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 Columbia, mo, on this 19 day of July, 2017.

(SEAL)

Selcon Construction, LLC.  
Contractor

By: Joy Oles

(SEAL)

Hartford Fire Insurance Company  
Surety Company

By: [Signature]  
Attorney-in-Fact

By: [Signature]  
Missouri Representative

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

# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
 BOND, T-12  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 Bond.Claims@thehartford.com  
 call: 888-266-3488 or fax: 860-757-5835

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Code: 84-531476**

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
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- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Theresa Bommarito, Erin Hamra, Gregory Horton, AL Jannett, Sherry Jehling, Bradley S. Johnson, Laura Laramore, Debra Lyerla, Kari Wilkinson of FARMINGTON, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 8, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Nora M. Stranko*

Nora M. Stranko  
 Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 3, 2017

Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President



Contract Exhibit

# EXHIBIT F

Contractor's Insurance Certificate



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2016

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).

<b>PRODUCER</b> First State Insurance Agency 204 E. Liberty St.  Farmington MO 63640		<b>CONTACT NAME:</b> Erin N. Hamra, CIC <b>PHONE (A/C, No. Ext):</b> 636.377.8500 <b>FAX (A/C, No):</b> 636.377.8300 <b>E-MAIL ADDRESS:</b> ehamra@fsia.bz															
<b>INSURED</b> Selcon Construction LLC PO Box 338  Jonesburg MO 63351		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C: National Fire Ins. Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: Continental Casualty Company	20443	INSURER C: National Fire Ins. Co. of Hartford	20478	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: National Fire Ins. Co. of Hartford	20478																
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**      **CERTIFICATE NUMBER: 16/17**      **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 SUBR INSD 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6018575316	10/1/2016	10/1/2017	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 Property damage-single limit \$
B	<input checked="" type="checkbox"/> 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		6018575347	10/1/2016	10/1/2017	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6018575350	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	6018575333	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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
B	Pollution Liability		5099612094	10/1/2016	10/1/2017	Gen Aggregate \$2,000,000
A	Rented/Leased Equipment		6018575316	10/1/2016	10/1/2017	Equipment \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 CNA75079XX - Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement  
 CNA74705XX - Contractors' General Liability Extension Endorsement  
 CNA63359XX - Contractors Extended BA Plus Coverage Endorsement  
 CA0444 - Waiver of Transfer Rights of Recovery  
 Umbrella Liability is "follow form" to the Underlying Policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Columbia  
 701 E. Broadway, 5th Fl.  
 P.O. Box 6015  
 Columbia, MO 65205

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

Erin Hamra/ENH

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Contract Exhibit

# EXHIBIT G

Contractor's Affidavit for Final Payment

AFFIDAVIT FOR FINAL PAYMENT

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

Contractor Address City State

hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, covering work to be performed and material to be furnished for:

Name of Project

WHEREAS, Contractor has performed work, and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

\_\_\_\_\_ DOLLARS,

Balance of said Contract

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise, Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

Contractor

Personally appeared before me, a Notary Public, within and for the County of \_\_\_\_\_

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

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

(Notary Public)

Contract Exhibit

# EXHIBIT H

Final Receipt of Payment and Release

**FINAL RECEIPT OF PAYMENT AND RELEASE**

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

\_\_\_\_\_ hereinafter called "Subcontractor" who heretofore entered into a Subcontract with \_\_\_\_\_, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

\_\_\_\_\_  
(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Contract Exhibit

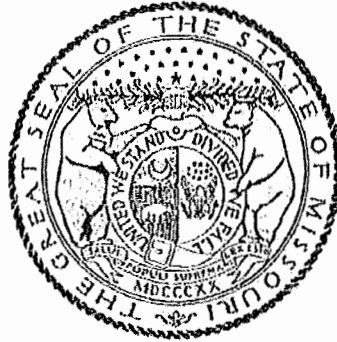
# EXHIBIT I

Missouri Division of Labor Standards Annual Wage  
Order

# 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	1/17		\$32.42	55	60	\$22.40
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	1/17		\$28.96	11	8	\$24.99
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	1/17		\$22.08	124	74	\$12.86
Marble Finisher	1/17		\$14.29	124	74	\$9.09
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	1/17		\$29.31	124	74	\$14.56
Terrazzo Finisher	1/17		\$19.08	124	74	\$14.56
Tile Setter	1/17		\$22.08	124	74	\$12.86
Tile Finisher	1/17		\$14.29	124	74	\$9.09
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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  
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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.

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**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 preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

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

**BOONE COUNTY  
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	1/17	\$24.53	32	31	\$9.98 + 3%
Groundman	9/16	\$29.11	9	12	\$5.25 + 36%
Groundman - Tree Trimmer	1/17	\$18.14	32	31	\$7.19 + 3%
<b>Laborer</b>					
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
<b>Operating Engineer</b>					
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
<b>Truck Driver-Teamster</b>					
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. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

**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.

Contract Exhibit

# EXHIBIT J

**Affidavit of Compliance with Prevailing Wage Law**

**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)

\_\_\_\_\_ of the \_\_\_\_\_,

(Position)

(Company Name)

a (Corporation), (Partnership), (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 Annual Wage Order No. \_\_\_\_\_ issued by the Missouri Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in carrying out the Contract and work in connection with:

\_\_\_\_\_ (Name of Project)

located at \_\_\_\_\_ in

\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

Personally appeared before me, a Notary Public, within and for the County of

\_\_\_\_\_.

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

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

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)



Contract Exhibit

# EXHIBIT K

Work Authorization Affidavit



**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 Selcon Construction, 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.

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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

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

(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](mailto: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

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



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

- 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

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: 1132897

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: 1132897

**Approved by:**

<b>Employer</b> Selcon Construction, LLC	
<b>Name (Please Type or Print)</b> Yvonne M Poston	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 10/06/2016
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 10/06/2016

Company ID Number: 1132897

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Selcon Construction, LLC
Company Facility Address	313 North Gladstone Ave. Jonesburg, MO 63351
Company Alternate Address	PO Box 338 Jonesburg, MO 63351
County or Parish	MONTGOMERY
Employer Identification Number	201538694
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	2



Company ID Number: 1132897

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

MISSOURI

2 site(s)

Company ID Number: 1132897

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

Name Yvonne Poston  
Phone Number (573) 474 - 2065  
Fax Number (636) 488 - 3374  
Email Address vonniep@sellcon.us

Name Joy Oden  
Phone Number (573) 474 - 2065  
Fax Number (636) 488 - 3374  
Email Address joyo@sellcon.us

Name Patti Hopper  
Phone Number (573) 474 - 2065 ext. 1005  
Fax Number (636) 488 - 3374  
Email Address pattih@sellcon.us

Name Yvonne M Poston  
Phone Number (573) 474 - 2065  
Fax Number (636) 488 - 3374  
Email Address vonniep@sellcon.us

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Contract Exhibit

# EXHIBIT L

Contractor's Proposal and Pricing

*Silcon*

OPTIVIEW

**DIRECTIONAL BORING CREW  
SERVICES**

**TERM & SUPPLY**

**RFQ # 50/2017**

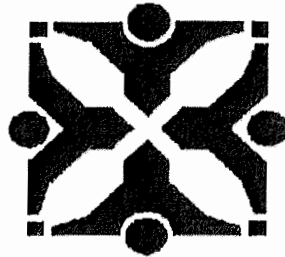
**BID RESPONSE PACKET**

**CITY OF COLUMBIA  
REQUEST FOR QUOTATION**

**DIRECTIONAL BORING CREW SERVICES**

**TERM & SUPPLY**

**RFQ # 50/2017**



**FINANCE/PURCHASING DIVISION  
LAWRENCE LUCK  
PURCHASING AGENT  
701 E. BROADWAY, 5<sup>TH</sup> FLOOR  
COLUMBIA, MO 65201**

**PROJECT MANAGER:  
DAN CLARK  
ENGINEERING SUPERVISOR**

**PURCHASING CONTACT:  
MICHELLE SORENSEN, CPPB  
573-874-6317**

**REQUEST FOR QUOTATION # 50/2017  
CLOSING DATE: 2:00 pm, CST, March 14, 2017**

## TABLE OF CONTENTS

### **DIRECTIONAL BORING CREW SERVICES**

#### **TERM & SUPPLY**

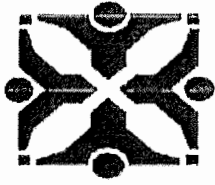
Bidding Information  
Notice to Bidders  
Bid Response information  
DBE  
Subcontracting  
Prevailing Wage  
Executive Order 12549 Regarding Debarment and Suspension  
Certification of Non-Resident/Foreign Contractors  
Non Collision  
Addendum(s)  
Validity of Bids  
Permits  
Work Authorization and Everify  
Statement of Bidders Qualifications  
Instructions To Bidders  
Reserves Rights/Awards

#### **ATTACHMENTS**

- (A) Term and Supply Specifications
- (B) Bid Bond
- (C) Missouri Division of Labor Standards Annual Wage Order - #23
- (D) Everify/Work Authorization Affidavit
- (E) Statement of Bidders Qualifications
- (F) W-9

#### **APPENDIX**

- 1 Sample Contract



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

**PLEASE READ THIS DOCUMENT IN ITS ENTIRETY**

**The Request for Quote and the Sample Contract provide information for the bidding, insurance and final award of contract.**

**Notice: The City of Columbia utilizes the electronic bid program lonwave to send notifications of bid opportunities. TO REGISTER, GO TO: <http://www.qocolumbiarno.com/Finance/Services/app/proc.php>**

**Questions concerning this bid process may be directed to the City's Purchasing Division at 573-874-7376 or to Procurement Officer Michelle Sorensen at 573-874-6317, or by email to: [Michelle.Sorensen@CoMo.gov](mailto:Michelle.Sorensen@CoMo.gov)**





# CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

## NOTICE TO BIDDERS

### DIRECTIONAL BORING CREW SERVICES TERM & SUPPLY

Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, **BY ELECTRONIC BID PROCESS OR HARD PAPER COPY** at 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 until: 2:00 pm, CST, March 14, 2017 for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications.

**Pre-Bid Conference** A pre-bid conference will not be held. Please direct any questions and/or concerns to Michelle Sorensen (573)874-6317; [Michelle.Sorensen@CoMo.gov](mailto:Michelle.Sorensen@CoMo.gov)

**Contract Documents:** Bidders shall review the sample contract, the City of Columbia terms and conditions, attached as appendix 1. Any contract for this work shall include all terms set forth in the sample contract.

**Bonding:** Each Bidder shall submit a bid bond, in an amount of fifty thousand dollars (\$50,000.00), 5% of the estimated annual cost of one million dollars (\$1,000,000.00), to the Division of Purchasing, prior to the bid closing date and time.

### **Acceptable forms of Bid Bonds include:**

1.) Original bond on the **City of Columbia bid bond form (Exhibit A)** or a certified check made payable to the City of Columbia; or

2.) An electronic bid bond provided by Surety2000.com, as verified by an eleven-digit code which is generated by the Surety2000 system and provided by the contractor in his/her bid submission. Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the bidder to enter into contract within sixty (60) days at the price bid, if accepted by the City.

**Costs Not To Exceed:** Under no circumstances shall the amount of payment from the City to Contractor exceed the amount of one million dollars (\$1,000,000.00) per term of contract.

**Term and Renewal Terms:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. If the Prevailing Wage Order has changed, City shall provide Contractor with the applicable Prevailing Wage order with its notice. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term which shall include compliance with the applicable Prevailing Wage Order. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.

**Prevailing Wages:** is included in the RFQ . The City shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, shall be paid to all workers performing work under the contract. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the contract.

## BID RESPONSE

### PRIVATE COMMON COLLECTION SEWER ELIMINATION PROJECTS TERM & SUPPLY

THE UNDERSIGNED BIDDER, having examined the specifications, general 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 quotation; (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. **Missouri Sales and Use Tax are not to be included in this pricing.**

#### SECTION I

To furnish all labor, equipment, materials and supplies necessary to complete the work described in this bid document. State firm fixed unit pricing for the tasks in the following table.



### ADDENDUM 3

Line Item	Item Description	QTY	UNITS	UNIT PRICE
1	TRENCH 24" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	7.25
2	TRENCH 36" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	8.00
3	TRENCH 48" DEEP TO OPEN A DITCH, NO PIPE	1	LINEAR FOOT, NO ROCK	9.00
4	TRENCH 24" DEEP, PLACE ONE (1) 2" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	7.50
5	TRENCH 36" DEEP, PLACE ONE (1) 3" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	8.25
6	TRENCH 36" DEEP, PLACE ONE (1) 4" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	8.50
7	TRENCH 48" DEEP, PLACE ONE (1) 3" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	8.50
8	TRENCH 48" DEEP, PLACE ONE (1) 4" PVC, CONDUIT FROM CITY STOREROOM	1	LINEAR FOOT, NO ROCK	9.00
9	PLACE ADD'NL 2" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	2.00
10	PLACE ADD'NL 3" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	2.25
11	PLACE ADD'NL 4" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	3.75
12	PLACE ADD'NL 5" PVC FROM STOREROOM IN TRENCH ALREADY OPENED	1	LINEAR FOOT	4.00
13	DIRECTIONAL BORE, FURNISH & INSTALL FOUR (4) 1.5" INNERDUCTS	1	LINEAR FOOT	17.00
14	DIRECTIONAL BORE, FURNISH & INSTALL FOUR (4) 1.5" INNERDUCTS	1	LINEAR FOOT-ROCK RATE	85.00
15	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" ROLL PIPE	1	LINEAR FOOT	14.25
16	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" ROLL PIPE	1	LINEAR FOOT-ROCK RATE	70.00
17	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" PVC BOREGARD	1	LINEAR FOOT	14.25
18	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 2" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	70.00
19	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 3" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT	15.25
20	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 3" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT-ROCK RATE	77.00
21	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 4" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT	17.25
22	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 4" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT-ROCK RATE	83.00
23	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 5" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT	20.00
24	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) 5" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT-ROCK RATE	95.00
25	DIRECTIONAL BORE ONE (1) 8" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT	30.00
26	DIRECTIONAL BORE & INSTALL ONE (1) 8" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	115.00
27	DIRECTIONAL BORE & INSTALL ONE (1) 10" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT	33.00
28	DIRECTIONAL BORE & INSTALL ONE (1) 10" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	124.00

29	DIRECTIONAL BORE & INSTALL ONE (1) 12" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT	40.00
30	DIRECTIONAL BORE & INSTALL ONE (1) 12" PVC, PIPE FROM CITY STOREROOM	1	LINEAR FOOT-ROCK RATE	145.00
31	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 1.5" INNERDUCT	1	LINEAR FOOT	2.00
32	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 1.5" INNERDUCT	1	LINEAR FOOT-ROCK RATE	13.00
33	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" ROLL PIPE	1	LINEAR FOOT	5.25
34	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" ROLL PIPE	1	LINEAR FOOT-ROCK RATE	34.00
35	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" PVC BOREGARD	1	LINEAR FOOT	5.25
36	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 2" PVC BOREGARD	1	LINEAR FOOT-ROCK RATE	34.00
37	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 3" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT	6.90
38	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 3" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT-ROCK RATE	40.00
39	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 4" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT	8.00
40	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 4" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT-ROCK RATE	50.00
41	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 5" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT	10.00
42	DIRECTIONAL BORE, FURNISH & INSTALL ONE (1) ADD'NL 5" PVC BOREGARD -- FROM STOREROOM	1	LINEAR FOOT-ROCK RATE	53.00
43	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 12" STEEL CASING (.188 MIN THICKNESS)	1	LINEAR FOOT	190.00
44	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 12" STEEL CASING (.188 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	475.00
45	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 16" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT	220.00
46	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 16" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	500.00
47	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 18" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT	250.00
48	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 18" STEEL CASING (.250 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	530.00
49	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 20" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	265.00
50	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 24" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	300.00
51	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 24" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	600.00
52	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 28" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	310.00
53	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 28" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	640.00
54	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 30" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT	340.00

55	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 20" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	540.00
56	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 30" STEEL CASING (.3125 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	690.00
57	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 32" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	380.00
58	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 32" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	800.00
59	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 36" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	400.00
60	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 36" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	1000.00
61	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 42" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	580.00
62	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 42" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	1600.00
63	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 48" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT	700.00
64	JACK & DRY BORE, FURNISH & INSTALL ONE (1) 48" STEEL CASING (.4377 MIN THICKNESS)	1	LINEAR FOOT-ROCK RATE	2000.00
65	EXCAVATE & PLACE HANDHOLE 4' X 5' X 4', NOT IN ROCK	1	EACH	1500.00
66	EXCAVATE & PLACE SECONDARY VAULT, NOT IN ROCK	1	EACH	320.00
67	DIG INTO MANHOLE WITH KNOCKOUT, NOT IN ROCK	1	EACH	510.00
68	EXCAVATE & PLACE V-1 MANHOLE, NOT IN ROCK	1	EACH	1900.00
69	EXCAVATE & PLACE V-3 MANHOLE, NOT IN ROCK	1	EACH	3500.00
70	EXCAVATE & PLACE V-4 MANHOLE, NOT IN ROCK	1	EACH	4450.00
71	EXCAVATE & PLACE V-2 SWITCHGEAR PAD, NOT IN ROCK	1	EACH	1270.00
72	PLACE V-7 SWITCHGEAR PAD, NOT IN ROCK	1	EACH	1270.00
73	DIG INTO EXISTING SINGLE PHASE PAD TRANSFORMER, NOT IN ROCK	1	EACH	325.00
74	DIG INTO EXISTING THREE PHASE PAD TRANSFORMER, NOT IN ROCK	1	EACH	635.00
75	DIG INTO EXISTING SECONDARY VAULT, NOT IN ROCK	1	EACH	200.00
76	EXCAVATE & PLACE V8 PULL BOX, NOT IN ROCK	1	EACH	1050.00
77	EXCAVATE & PLACE V8-24 PULL BOX, NOT IN ROCK	1	EACH	1050.00
78	PLACE L-7 STREET LIGHT	1	EACH	100.00
79	PLUMB & POUR 3-PHASE TRANSFORMER PAD	1	EACH	1500.00
80	SET 2" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH	450.00
81	SET 3" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH	450.00
82	SET 4" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH	450.00
83	SET 5" RISER ON POLE FOR 1ST TEN (10) FEET	1	EACH	450.00
84	CONCRETE/ASPHALT REMOVAL	1	SQUARE FOOT	6.50
85	CONCRETE REPAIR	1	SQUARE FOOT	45.00
86	ASPHALT REPAIR	1	SQUARE FOOT	22.00
87	REMOVE SOLID ROCK FOR THE PLACEMENT OF UTILITIES	1	CUBIC YARD	300.00

88	PROVIDE 2" PE ROLL PIPE MATERIAL TO JOBSITE	1	PER FOOT	1.00
89	HOURLY RATE GENERAL FOREMAN	1	REGULAR RATE	94.18
90	HOURLY RATE GENERAL FOREMAN	1	OVERTIME RATE	125.70
91	HOURLY RATE GENERAL FOREMAN	1	DOUBLE TIME RATE	162.60
92	HOURLY RATE FOREMAN	1	REGULAR RATE	89.18
93	HOURLY RATE FOREMAN	1	OVERTIME RATE	122.38
94	HOURLY RATE FOREMAN	1	DOUBLE TIME RATE	150.50
95	HOURLY RATE JOURNEYMAN LINEMAN	1	REGULAR RATE	84.18
96	HOURLY RATE JOURNEYMAN LINEMAN	1	OVERTIME RATE	115.61
97	HOURLY RATE JOURNEYMAN LINEMAN	1	DOUBLE TIME RATE	141.03
98	HOURLY RATE LINEMAN OPERATOR	1	REGULAR RATE	73.53
99	HOURLY RATE LINEMAN OPERATOR	1	OVERTIME RATE	101.50
100	HOURLY RATE LINEMAN OPERATOR	1	DOUBLE TIME RATE	123.05
101	HOURLY RATE OPERATOR	1	REGULAR RATE	73.53
102	HOURLY RATE OPERATOR	1	OVERTIME RATE	101.50
103	HOURLY RATE OPERATOR	1	DOUBLE TIME RATE	123.05
104	HOURLY RATE GROUNDMAN	1	REGULAR RATE	58.29
105	HOURLY RATE GROUNDMAN	1	OVERTIME RATE	78.81
106	HOURLY RATE GROUNDMAN	1	DOUBLE TIME RATE	97.15
107	HOURLY RATE GENERAL FOREMAN	1	REGULAR RATE	94.41
108	HOURLY RATE GENERAL FOREMAN	1	OVERTIME RATE	125.70
109	HOURLY RATE GENERAL FOREMAN	1	DOUBLE TIME RATE	162.60
110	HOURLY RATE FOREMAN	1	REGULAR RATE	89.41
111	HOURLY RATE FOREMAN	1	OVERTIME RATE	125.70
112	HOURLY RATE FOREMAN	1	DOUBLE TIME RATE	162.60
113	HOURLY RATE PIPEFITTER	1	REGULAR RATE	84.41
114	HOURLY RATE PIPEFITTER	1	OVERTIME RATE	109.11
115	HOURLY RATE PIPEFITTER	1	DOUBLE TIME RATE	133.31
116	HOURLY RATE OPERATING ENGINEER	1	REGULAR RATE	68.65
117	HOURLY RATE OPERATING ENGINEER	1	OVERTIME RATE	95.15
118	HOURLY RATE OPERATING ENGINEER	1	DOUBLE TIME RATE	111.69
119	HOURLY RATE TRUCK DRIVER	1	REGULAR RATE	54.59
120	HOURLY RATE TRUCK DRIVER	1	OVERTIME RATE	78.62
121	HOURLY RATE TRUCK DRIVER	1	DOUBLE TIME RATE	99.13
122	HOURLY RATE SKILLED LABORER	1	REGULAR RATE	53.47
123	HOURLY RATE SKILLED LABORER	1	OVERTIME RATE	75.02
124	HOURLY RATE SKILLED LABORER	1	DOUBLE TIME RATE	99.65
125	AIR COMPRESSOR 185 CFM 120 PSI OR SIMILAR EQUIPMENT	1	Per Hour	18.00
126	PICKUP TRUCK 1/2 TON	1	Per Hour	10.00
127	PICKUP TRUCK 3/4 TON	1	Per Hour	11.00
128	PICKUP TRUCK 1 TON	1	Per Hour	12.00
129	1 TON FLATBED TRUCK	1	Per Hour	13.00
130	2 TON FLATBED TRUCK	1	Per Hour	20.00
131	ROAD TRACTOR	1	Per Hour	55.00
132	1 TON UTILITY VAN WITH TOOLS	1	Per Hour	12.50
133	2 TON UTILITY VAN WITH TOOLS	1	Per Hour	21.00

134	LOW BOY TRAILER	1	Per Hour	8.00
135	TAG TRAILER	1	Per Hour	7.50
136	PIPE HAULING TRAILER	1	Per Hour	7.50
137	WIRE TRAILER	1	Per Hour	7.50
138	CONDUIT TRAILER	1	Per Hour	7.50
139	2 TON FLATBED TRAILER	1	Per Hour	7.50
140	DIRECTIONAL BORING MACHINE 5,000 TO 11,000 LBS THRUST RATED	1	Per Hour	70.00
141	DIRECTIONAL BORING MACHINE 12,000 TO 24,000 LBS THRUST RATED	1	Per Hour	100.00
142	DIRECTIONAL BORING MACHINE 25,000 TO 50,000 LBS THRUST RATED	1	Per Hour	150.00
143	DIRECTIONAL BORING MACHINE 51,000 TO 70,000 LBS THRUST RATED	1	Per Hour	200.00
144	ROCK DIRECTIONAL BORING MACHINE 30,000 LBS & UNDER THRUST RATED	1	Per Hour	245.00
145	ROCK DIRECTIONAL BORING MACHINE 31,000 TO 40,000 LBS THRUST RATED	1	Per Hour	280.00
146	ROCK DIRECTIONAL BORING MACHINE 41,000 TO 60,000 LBS THRUST RATED	1	Per Hour	320.00
147	CASE 580M FRONT LOADER BACKHOE OR SIMILAR	1	Per Hour	32.00
148	KUBOTA KX121 TRACKHOE OR SIMILAR	1	Per Hour	25.00
149	ROCK HAMMER FOR BACKHOE	1	Per Hour	55.00
150	SKID LOADER OR SIMILAR EQUIPMENT	1	Per Hour	25.00
151	VACTOR PD2100 VACUUM TRUCK OR SIMILAR	1	Per Hour	125.00
152	DITCH WITCH VACUUM EXCAVATOR TRAILER FX60 OR SIMILAR	1	Per Hour	60.00
153	BULLDOZER UNDER 20,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	45.00
154	BULLDOZER OVER 20,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	52.00
155	TRACK LOADER (HIGHLIFT) OR SIMILAR EQUIPMENT	1	Per Hour	70.00
156	SINGLE AXLE DUMP TRUCK	1	Per Hour	28.00
157	TANDEM AXLE DUMP TRUCK	1	Per Hour	44.00
158	BUCKET TRUCK, 55' OR LESS	1	Per Hour	30.00
159	BUCKET TRUCK, MORE THAN 55'	1	Per Hour	55.00
160	DIGGER DERRICK TRUCK	1	Per Hour	30.00
161	MINI EXCAVATOR-2,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	20.00
162	MINI EXCAVATOR-5,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	22.00
163	MINI EXCAVATOR-8,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	24.00
164	MINI EXCAVATOR-12,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	28.00
165	MINI EXCAVATOR-16,000 LB OR SIMILAR EQUIPMENT	1	Per Hour	32.00
166	EXCAVATOR-20,000 LB PLUS OR SIMILAR EQUIPMENT	1	Per Hour	60.00
167	HAMMER FOR EXCAVATOR-20,000 LB PLUS OR SIMILAR EQUIPMENT	1	Per Hour	130.00
168	MANHOLE CONFINED SPACE VENTILATION & HOIST RESCUE PACKAGE	1	Per Hour	17.00



169	10,000 LB WINCH FOR PULLING CABLE OR SIMILAR EQUIPMENT	1	Per Hour	20.00
170	30,000 LB WINCH FOR PULLING CABLE OR SIMILAR EQUIPMENT	1	Per Hour	35.00
171	STREET SWEEPER	1	Per Hour	29.00
172	MATERIALS MARKUP IN PERCENT ABOVE COST FOR OTHER MATERIALS PROVIDED	1	Percentage	15%

SECTION II

2.1 **DBE** If bidder is certified as a DBE firm (disadvantaged business enterprise), please indicate and provide documentation of certification with bid response. DBE? Yes  No

2.2 **Subcontracting** If bidder proposes to use subcontractors for this project, bidder shall supply the information below for each subcontractor bidder proposes to use on the project. This information shall be submitted no later than three business days after bid closing.

<u>Subcontractor Name/Address</u>	<u>Work Assigned</u>	<u>DBE Firm? Yes or No</u> (Disadvantaged Enterprise)
_____	_____	_____
_____	_____	_____

2.3 **Prevailing Wages** All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #23 (attachment B). If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

2.4 **Executive Order 12549 Regarding Debarment and Suspension** By submission of its response, the Bidder certifies that neither he/she nor their principals are 1.) presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency, 2) have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses stated above and have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

2.5 **Certification of Non-Resident/Foreign Contractors:** If the contractor is a foreign corporation or nonresident contractor, it is agreed that the contractor shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo

2.6 **Contract Documents:** Bidders shall review the sample contract attached as Appendix 1. Any contract for this work shall include all terms and conditions set forth in the sample contract.

**SECTION III**

**3.1 Non Collusion** In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

**3.2 Addendum(s)** The Undersigned acknowledges that he/she has received a complete set of the RFQ and the contract documents and receipt of the following Addenda:

<u>Addendum No. and Date</u>	<u>Addendum No. and Date</u>
#1 2/22/2017	#4 3/22/2017
#2 3/12/2017	
#3 3/16/2017	

**3.3 Validity of Bids** In submitting this bid it is understood that the right is reserved by the City, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.

**3.4 PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all Work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.

**3.5 WORK AUTHORIZATION AND EVERIFY:** attachment C must be filled out and included in response submission. Including a copy of company Everify

**3.6 STATEMENT OF BIDDERS QUALIFICATIONS:** attachment D must be filled out and included in Response submission, along with:

- A. Number of years experience bidder's firm has in Directional Boring work.
- B. Furnish a minimum of three companies or clients serviced for same type of work described herein, within the last three years. Include complete contact information (ie- contact name, telephone number, brief description of work performed, dollar value).
- C. In the line item section, provide a list of trucks, equipment and tools proposed to be furnished for the jobs in this contract. At a minimum, the Contractor should have ready access to the following list of equipment, or similar equipment:

BACKHOES/TRACKHOES  
580M Case  
KX121 Kubota

AIR COMPRESSOR  
185 CFM 120 PSI

VEHICLES  
½, ¾, & 1 Ton Pickup Trucks  
Road Tractor  
1 & 2 Ton Utility Vans with tools



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

### NOTICE TO BIDDERS ADDENDUM #1 RFQ: 50/2017 DIRECTIONAL BORING CREW SERVICES TERM & SUPPLY

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

#### General Clarifications:

1. Attached is the corrected line item for RFQ – Lines 89-176 were duplicated and have been removed
2. No other changes

#### ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. 50/2017. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm Selcon Construction, LLC Date 3/14/17

Signed Jay Oelen



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

**NOTICE TO BIDDERS  
ADDENDUM #2 RFQ: 50/2017  
DIRECTIONAL BORING CREW SERVICES  
TERM & SUPPLY**

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

**General Clarifications:**

1. Bid is extended to March 21, 2017. Closing at 2:00pm CST
2. Attached are corrected line items and attachment for necessary equipment for RFQ –
3. No other changes

**ACKNOWLEDGEMENT OF ADDENDUM #2**

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Quotation No. 50/2017. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm Selcon Construction, LLC. Date 3/14/17  
Signed Joy Oden



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

### NOTICE TO BIDDERS ADDENDUM #3 RFQ: 50/2017 DIRECTIONAL BORING CREW SERVICES TERM & SUPPLY

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

#### General Clarifications:

1. Bid is extended to April 4, 2017. Closing at 2:00pm CST
2. Attached are corrected line items for RFQ – I have included the equipment list from addendum 2 for convenience. No change to that document.
3. No other changes

#### ACKNOWLEDGEMENT OF ADDENDUM #3

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #3 have been incorporated in their proposal and are a part of Request for Quotation No. 50/2017. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm Selkon Construction, LLC Date 3/28/17

Signed Joy Oden



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

### NOTICE TO BIDDERS ADDENDUM #4 RFQ: 50/2017 DIRECTIONAL BORING CREW SERVICES TERM & SUPPLY

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

#### General Clarifications:

1. Clarification plan sheets attached
2. No other changes

#### ACKNOWLEDGEMENT OF ADDENDUM #4

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #4 have been incorporated in their proposal and are a part of Request for Quotation No. 50/2017. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm Selcon Construction, LLC Date 3/28/17

Signed Jay Selcon

#### TRAILERS

Low Boy Trailer

Tag Trailer

Pipe Hauling Trailer

#### VACUUM TRUCKS & TRAILERS

Vactor PD2100

Ditch Witch FX60

#### DIRECTIONAL BORING MACHINES

5,000 to 11,000 lbs thrust rated

12,000 to 24,000 lbs thrust rated

25,000 to 50,000 lbs thrust rated

26,000 to 70,000 lbs thrust rated

#### DIRECTIONAL BORING TOOLING

Dirt reamers from 4" to 24"

Rock reamers from 8" to 24"

#### ROCK DIRECTIONAL BORING MACHINES

30,000 lbs & under thrust rated

31,000 to 40,000 lbs thrust rated

41,000 to 60,000 lbs thrust rated

Prior to any contract renewal, the following three (3) criteria must be met by the contractor:

- 1) Vendor's performance during the prior contract period must have been acceptable to the City. The City shall be the sole judge as to whether the vendor's performance has been acceptable; and whether the vendor has properly fulfilled the contract terms, conditions and intent.
- 2) Vendor's requests for price adjustment are determined by the City to be reasonable and competitive.
- 3) All renewals must be in writing and signed by both parties prior to renewal becoming effective.

The Contractor will work under the supervision of the Electric Department or Water Department Distribution Superintendent who will assign work orders.

- D. Give a statement of how many qualified people are now in your employ and whether they are Union or non-Union. If Union, to what Union do they belong?

If you do not have sufficient people in your employ to handle this contract, state source of additional skilled people required and list their qualifications.

Bid should include the names of key project personnel expected to be directly employed in the work and list their qualifications/experience.

- E. Provide Financial Statement with sufficient information to show bidder's financial ability and



**Selcon Construction, LLC has 10 qualified construction personnel (supervisors, machine operator and laborers) that are employed. All personnel are non-union.**

**Key project personnel:**

**Bryan Jonas 17 years' experience in the utility construction field**

**Experience includes operating machinery and crew supervisor**

**Joy Oden 13 years' experience in the office doing clerical work**

**Selcon Construction, LLC**  
Balance Sheet  
September 30, 2016

**ASSETS**

**CURRENT ASSETS**

Cash - Checking	\$ 10,037
Prepaid Insurance	9,490
Total current assets	<u>19,527</u>

**PROPERTY & EQUIPMENT**

Vehicles	244,469
Less: Accumulated Depreciation	<u>(124,620)</u>
Net property & equipment	<u>119,849</u>

**TOTAL ASSETS**

\$ 139,376

**LIABILITIES AND EQUITY**

**CURRENT LIABILITIES**

Accrued Payables	\$ 430
Retirement Plan Payable	6,468
Accrued Payroll	6,998
Due to Sellenriek Construction, Inc.	81,750
Current Maturities of Long-Term Debt	<u>31,000</u>
Total current liabilities	<u>126,646</u>

**LONG-TERM LIABILITIES**

CBBC Note #6012	99,040
Less Current Maturities of Long-Term Debt	<u>(31,000)</u>
Total long-term liabilities	<u>68,040</u>

**TOTAL LIABILITIES**

194,686

**MEMBERS' EQUITY**

Beginning Capital	5,413
Current Period Net Income (Loss)	<u>(60,723)</u>
Total Members' Equity	<u>(55,310)</u>

**TOTAL LIABILITIES AND EQUITY**

\$ 139,376

See Accountants' Compilation Report

responsibility to carry on the work.

**3.7 W-9:** attachment E must be filled out and included in response submission

SECTION IV

**4.1 INSTRUCTIONS TO BIDDERS**

The purpose of the attached specifications is to give detailed data 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 set forth herein and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions as are made shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with these specifications.

Exceptions to Specifications – Pages:

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All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the bid submitted bidder shall furnish all information requested herein by filling in the blanks on the submitted copy of this specification.

Bidder shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, 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.

**4.2 SALES TAX EXEMPTION:** Section 144.062 RSMo, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The City shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, Telephone (573) 751-2836.

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 City will not carry insurance against such loss or damage until the acceptance of the project.

Bidder shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, 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 City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, bidder qualifications and experience, and items required for completion.

**4.3 BONDING:** Each Bidder shall submit a bid bond, in an amount of fifty thousand dollars (\$50,000.00), 5% of the estimated annual cost of one million dollars (\$1,000,000.00) to the Division of Purchasing, prior to the bid closing date and time.

On award of the contract, the successful contractor shall furnish a performance bond and a **labor and material payment bond**, each for one hundred percent (100%) of the anticipated annual contract amount of one million dollars (\$1,000,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

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 other proposed contract documents, that person may submit to the Engineer a written request for an interpretation thereof. 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 Engineer will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name and address of the Bidder and the post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for: *50/2017 DIRECTIONAL BORING CREW SERVICES*

#### **4.4 INSURANCE REQUIREMENTS:**

Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by contractor under the contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Workers' Compensation & Employers Liability:** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Commercial General Liability:** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Auto Liability:** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event contractor does not own automobiles, contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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 City 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.

The City, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the contract between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of the contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

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

The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the contractor and/or their employees and/or their subcontractors in the performance of this contract.

SECTION V

**5.1 Reserved Rights/ Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" shall mean best; the best bid is not necessarily the lowest bid.

**BIDDERS SIGNATURE:**

*Joy Oden*

Firm Selkon Const. LLC

Individual Joy Oden

Title manager

313 N. Gladstone Ave.

Address Jonesburg, MO, 63351

Phone 513-474-2065

steves@selkon.us  
heaths@selkon.us

Email: joyo@selkon.us

Date 3/14/2017

**BID BOND**  
(Bid Security)

KNOW ALL MEN BY THESE PRESENTS, that we, Selcon Construction, LLC  
as PRINCIPAL and Hartford Fire  
Insurance Co. as SURETY, are held and firmly bound unto the City of  
Columbia, Missouri, ("City") in the sum of  
Fifty Thousand and 00/100 ----- Dollars  
(\$ 50,000.00) ("Bid Security"), for the payment of which sum well and truly to  
be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has  
submitted a bid dated March 10, 2017, to enter into a contract in writing for the  
Directional Boring Crew Services Project; RFQ #50/2017

NOW, THEREFORE,

IF said Bid shall be rejected, or in the alternate,

IF Principal shall not withdraw the bid within the period specified therein after the  
opening of bids, or, if no period be specified, within ninety (90) days after the bid  
opening, or in the alternate,

IF said Bid shall be accepted and the Principal shall execute and deliver a contract  
in the form of contract attached hereto, properly competed with all attachments and  
requirements pertaining thereto, and shall furnish a bond for the faithful performance of  
said contract, and for the payment of all persons performing labor or furnishing materials  
in connection therewith, shall in all other respects perform the agreement created by the  
acceptance of said Bid within twenty (20) days after such Contract Documents are  
presented to Principal for signature, or in the alternate,

In the event of the withdrawal of the Bid within the period specified, or the failure  
to enter into such contract within the time specified, then the Bid Security shall  
immediately become due and payable and forfeited to the City as liquidated damages.  
Principal and Surety agree that this is a fair and reasonable approximation of the actual  
damages incurred by the City for the Principal's failure to honor its bid and that the  
liquidated damages in this section are not penal in nature but rather the parties' attempt  
to fairly quantify the actual damages incurred by the City for the Principal's refusal to  
honor its bid.

The Surety, for value received, hereby stipulates and agrees that the obligations  
of said Surety and its bond shall be in no way impaired or affected by the extension of  
the time within which the City may accept such Bid; and said Surety does hereby waive  
notice of any such extension.

**IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as or corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth herein.**

Selcon Construction, LLC

PRINCIPAL

By: Jay Oden

(Signature)

Printed Name: Jay Oden

Title: Manager

Date: March 10, 2017

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies": as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (3) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

Hartford Fire Insurance Company

SURETY

By: Gregory R. Horton

(Signature)

Printed Name: Gregory R. Horton

Title: Attorney-In-Fact

Date: March 10, 2017



# POWER OF ATTORNEY

**Direct Inquiries/Claims to:**  
**THE HARTFORD**  
 BOND, T-12  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
 call: 888-266-3488 or fax: 860-757-5835

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Code: 84-531476**

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Theresa Bommarito, Erin Hamra, Gregory Horton, AL Jannett, Sherry Jehling, Bradley S. Johnson, Laura Laramore, Debra Lyerla, Kari Wilkinson of FARMINGTON, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Nora M. Stranko*

Nora M. Stranko  
 Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 10, 2017

Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

STATEMENT OF BIDDER QUALIFICATIONS

Each Bidder for the work included in the specifications and drawings 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: Selcon Construction, LLC
- 2. Business Address: 313 N. Gladstone Ave.
- 3. Date Organized: 08/09/2004                      4. Date Incorporated: -
- 5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number. Type of Business: LLC                      Federal Tax ID # 20-1538694
- 6. Number of years engaged in contracting business under present firm name: 13 years
- 7. If you have done business under a different name, please give that name and location:  
\_\_\_\_\_
- 8. Percent (%) of work done by own staff: 100 %
- 9. Have you ever failed to complete any work awarded to your company? NO  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
- 10. Have you ever defaulted on a contract? NO  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
- 11. List a minimum of three recent projects completed within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.  
Attached  
\_\_\_\_\_  
\_\_\_\_\_

- 12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:  
Attached  
\_\_\_\_\_  
\_\_\_\_\_

Directional Boring Crew Services

Term & Supply

RFQ #50/2017

3.6 Statement of Bidders Qualifications

Number of years experience bidder's firm has in Directional Boring Work - 13 years

**Completed Projects – Sellenriek Construction Inc. Contractor**

**City of Kingdom 573-592-0588 Curt Warfield**

- Job Name: Thunderbird Lighting – Placing of duct \$10,680.00

**City of Sturgeon 573-687-3321 John Gingrich**

- Job Name: Sturgeon Lagoon – Directional drill across and under creek and sludge fields \$26,900.00

**Consolidated PWSD No. 1 573-449-0324 Bob Leonard**

- Job Name: Silver Fork on Old # 7 -Directional Boring \$69,600.00

**Projects in Progress – Selcon Construction LLC Contractor**

**Emery Sapp & Sons 573-445-8331 Brian Burks**

- Job Name: Nursery Heights Phase 1 – Directional Boring \$20,000.00
- Job Name: Fox Creek Subdivision – Directional Boring \$30,500.00

## 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.

<b>1 Name</b> (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Selcon Construction, LLC</b>	
<b>2 Business name/disregarded entity name</b> , if different from above	
<b>3 Check appropriate box for federal tax classification; check only one of the following seven boxes:</b> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<b>4 Exemptions</b> (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
<b>5 Address</b> (number, street, and apt. or suite no.) <b>313 North Gladstone Ave</b>	<b>Requester's name and address</b> (optional) <b>City of Columbia</b> <b>701 E. Broadway, 5th Floor</b> <b>Columbia, MO 65201</b>
<b>6 City, state, and ZIP code</b> <b>Jonesburg, MO 63351</b>	
<b>7 List account number(s)</b> here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 *How to get a TIN* on page 3.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
2	0	-	1	5	3	8	6	9	4

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### 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 ▶ *Joey DeLeon*      Date ▶ *3/14/2017*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
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. See *What is FATCA reporting?* on page 2 for further information.

**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.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its Instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SELCON CONSTRUCTION, LLC  
EQUIPMENT LIST

EquipID	VIN	Description
001	1HTMMAAN86H188835	2006 INTL ALTEC CHASSIS MODEL AA755
SC002	1GBS7H4C7XJ106073	1999 CHEV C70 TRUCK
SC003	1HTSHAAR1SH612008	1995 INTL 4900 D YELLOW
SC004	1HTSHZ3R1LH272940	1990 INT'L TANDOM DUMP TRUCK 4900 2 DR WHITE DIESEL
SC005	1HTSDPNN0NH438233	1992 INT'L 4900 DUMP TRUCK
SC006	1FDXF46F22EB14647	2002 FORD F450 W/ REEL CARRIER
SC007	1FDYR90L4LVA06362	1990 FORD L-9000
SC008	1FDUF4GY0CEA13580	2012 FORD SUPER DUTY F450
SC009	1HTSHAAR1TH382455	1996 INT'L 4900 2 DR WHITE WATER TRUCK
SC001T	47SF282T0Y1017335	2000 REDI-HAUL TRAILER
SC002T	16J01625A1045557	2010 BELSHE WB14-2EP TRAILER 14000#
SC003T	1TKC02425VM127792	1997 MD BB TRAILKING TRAILER-FLATBED
SC004T	16JF0162761041825	2006 DITCH WITCH BELSHE T18-2EP TRAILER
SC005T	47FS272T1X1016008	1999 REDI HAUL TRAILER



CITY OF COLUMBIA, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530 RSMo  
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Montgomery )  
 ) SS.  
State of Missouri )

My name is Joy Oden. I am an authorized agent of Selcon Const., 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 City of Columbia. This business does not knowingly employ any person who 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 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Joy Oden  
Affiant  
Joy Oden  
Printed Name

Personally appeared before me, a Notary Public, within and for the County of Montgomery.

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 14<sup>th</sup> day of March, 2017.  
My Commission expires May 02, 2019.



PATTI HOPPER  
My Commission Expires  
May 2, 2019  
Montgomery County  
Commission #15551151

Patti Hopper  
(Notary Public)



Company ID Number: 1132897

**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 Selcon Construction, 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.

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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

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

(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](mailto: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

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

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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

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

Company ID Number: 1132897

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: 1132897

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: 1132897

**Approved by:**

<b>Employer</b> Selcon Construction, LLC	
<b>Name (Please Type or Print)</b> Yvonne M Poston	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 10/06/2016
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 10/06/2016



Company ID Number: 1132897

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Selcon Construction, LLC
Company Facility Address	313 North Gladstone Ave. Jonesburg, MO 63351
Company Alternate Address	PO Box 338 Jonesburg, MO 63351
County or Parish	MONTGOMERY
Employer Identification Number	201538694
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	2

# E-Verify

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Company ID Number: 1132897

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

MISSOURI

2 site(s)





Company ID Number: 1132897

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

Name Yvonne Poston  
Phone Number (573) 474 - 2065  
Fax Number (636) 488 - 3374  
Email Address vonniep@sellcon.us

Name Joy Oden  
Phone Number (573) 474 - 2065  
Fax Number (636) 488 - 3374  
Email Address joyo@sellcon.us

Name Patti Hopper  
Phone Number (573) 474 - 2065 ext. 1005  
Fax Number (636) 488 - 3374  
Email Address pattih@sellcon.us

Name Yvonne M Poston  
Phone Number (573) 474 - 2065  
Fax Number (636) 488 - 3374  
Email Address vonniep@sellcon.us



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Bid Submitted By:  
SELCON CONSTRUCTION, LLC  
313 North Gladstone Avenue  
P.O. Box 237  
Jonesburg, MO 63351

RECEIVED  
APR 04 2017

BY: *Se* ..... *William*

RFQ #50/2017  
Directional Boring Crew Services  
Closing Date and Time : April 4, 2017 2:00pm CST

City of Columbia  
Finance/Purchasing Division  
Lawrence Luck – Purchasing Agent  
701 E. Broadway, 5<sup>th</sup> Floor  
Columbia, MO 65201

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

5th

day of

September

20

17


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


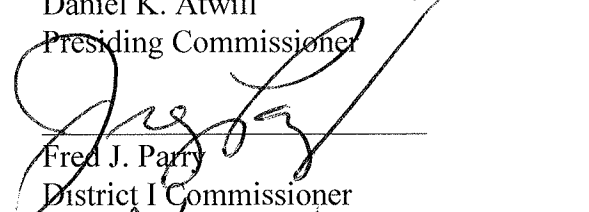
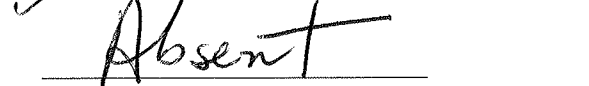
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract CS170386002 – Written Language Translation Services to purchase Written Language Translation Services from Language Access Multicultural People (LAMP) of St. Louis, 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 Language Translation Services.

Done this 5th day of September, 2017

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

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

399-2017

# Boone County Purchasing

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



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

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: August 10, 2017  
RE: Cooperative Contract CS170386002 – Written Language Translation Services

Purchasing requests permission to use contract CS170386002 for Written Language Translation Services established by the State of Missouri with Language Access Multicultural People (LAMP) of St. Louis, Missouri as a cooperative contract. The contract provides written language translation services needed by Boone County such as the Sheriff's Office, the Court Administrator, and the Prosecuting Attorney's Office.

The County will receive necessary translation services at the following prices:

Service	Price
Price per word for Written Language Translation Service	\$.12/word
Price Per Hour for Copy Editing/Proofreading Services	\$29.00/hour
Price Per Hour for Formatting Written Language Translation Documents	\$29.00/hour
Price per Placement of Translated Document on CD	\$1.00/CD
Price per Placement of Translated Document on Flash Drive	\$14.00/Flash Drive
Firm, Fixed Percentage (Mark-Up) for Emergency-Rush Job Services	15%

It is noted that Language Access Multicultural People (LAMP) ranked second of 11 vendors that bid to the state, offers competitive pricing as well as experienced personnel, has previously successfully performed translation service for the County, and is a Missouri business.

The contract runs August 1, 2017 through July 31, 2018 and may be renewed for two additional years. Pricing will not increase for the renewal options. This is a county-wide term & supply contract.

**PURCHASE AGREEMENT  
FOR  
CS170386002 – Language Translation Services - Written**

**THIS AGREEMENT** dated the 5<sup>TH</sup> day of September 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Language Access Multicultural People (LAMP)**, 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 **Language Translation Services-Written**, in compliance with all bid specifications and any addenda issued for the State of Missouri Contract CS170386002, and the Standard Terms and Conditions of Boone County, Missouri. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with 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 State of Missouri Contract CS170386002, and the Standard Terms and Conditions of Boone County, Missouri shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with language translation services-written, as specified and priced in State of Missouri's contract CS170386002. Mandatory Languages required: Arabic, Bosnian, Burmese, Cambodian, Chinese, Farsi, French, German, Greek, Hmong, Hindi, Italian, Japanese, Korean, Nepali, Romanian, Russian, Somali, Spanish, Ukrainian, Urdu, and Vietnamese. Prices for services as follows:

<b>Service</b>	<b>Price</b>
Price per word for Written Language Translation Service	\$.12/word
Price Per Hour for Copy Editing/Proofreading Services	\$29.00/hour
Price Per Hour for Formatting Written Language Translation Documents	\$29.00/hour
Price per Placement of Translated Document on CD	\$1.00/CD
Price per Placement of Translated Document on Flash Drive	\$14.00/Flash Drive
Firm, Fixed Percentage (Mark-Up) for Emergency-Rush Job Services	15%

3. **Contract Term** - This agreement shall commence on **the date written above and extend through July 31, 2018** subject to the provisions for termination specified below.

4. **Billing and Payment** - All billing shall be invoiced to the using department. 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

399-2017

the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

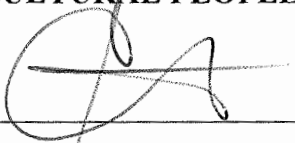
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

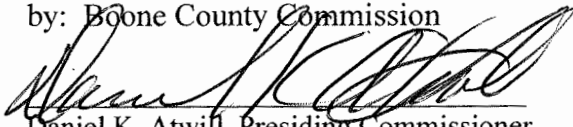
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

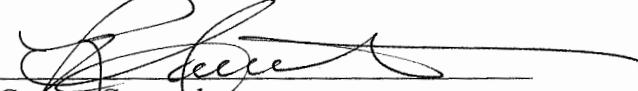
**LANGUAGE ACCESS  
MULTICULTURAL PEOPLE (LAMP)**

by   
title EXECUTIVE DIRECTOR

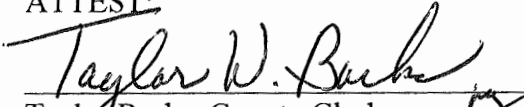
**BOONE COUNTY, MISSOURI**

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

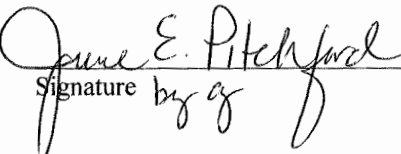
**APPROVED AS TO FORM:**

  
County Counselor

**ATTEST:**

  
Taylor Burks, County Clerk

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

  
Signature by June E. Pitchford

8/29/17  
Date

Term & Supply-Countywide  
No Encumbrance 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 such 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.

**Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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 Worker's 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.

**Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

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

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**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.

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

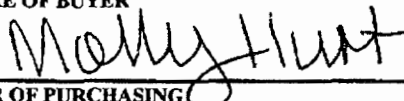
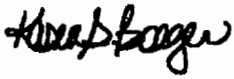
If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose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





## NOTICE OF AWARD

State Of Missouri  
Office Of Administration  
Division Of Purchasing  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing>

<b>SOLICITATION NUMBER</b> RFPS30034901700386	<b>CONTRACT TITLE</b> Written Language Translation Services - Statewide
<b>CONTRACT NUMBER</b> CS170386002	<b>CONTRACT PERIOD</b> August 1, 2017 through July 31, 2018
<b>REQUISITION/REQUEST NUMBER</b> N/A	<b>SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID</b> 4313078780 1/MB000105578
<b>CONTRACTOR NAME AND ADDRESS</b> Language Access Multicultural People (LAMP) 8050 Watson RD Suite 340 St. Louis, MO 63119	<b>STATE AGENCY'S NAME AND ADDRESS</b> State of Missouri Various Agency Locations
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  The proposal submitted by Language Access Multicultural People (LAMP) in response to RFPS30034901700386 is accepted in its entirety.	
<b>BUYER</b> Molly Hurt	<b>BUYER CONTACT INFORMATION</b> Email: Molly.Hurt@oa.mo.gov Phone: (573) 751-8900 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> June 29, 2017
<b>DIRECTOR OF PURCHASING</b>  Karen S. Boeger	



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
REQUEST FOR PROPOSAL (RFP)**

**SOLICITATION/OPPORTUNITY (OPP) NO.:** RFPS30034901700386  
**TITLE:** Written Language Translation Services  
**ISSUE DATE:** 12/13/16

**REQ NO.:** N/A  
**BUYER:** Molly Hurt  
**PHONE NO.:** (573) 751-8900  
**E-MAIL:** Molly.Hurt@oa.mo.gov

**RETURN PROPOSAL NO LATER THAN: 1/11/17 AT 2:00 PM CENTRAL TIME (END DATE)**

**VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

	(U.S. Mail)	or	(Courier Service)
<b>RETURN PROPOSAL TO:</b>	<b>PURCHASING PO BOX 809 JEFFERSON CITY MO 65102-0809</b>		<b>PURCHASING 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517</b>

**CONTRACT PERIOD: Effective Date of Contract through One Year**

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**Various State Agencies**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

**SIGNATURE REQUIRED**

<b>VENDOR NAME</b> Language Access Multicultural People (LAMP)		<b>MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)</b>	
<b>MAILING ADDRESS</b> 8050 Watson Rd. Suite 340			
<b>CITY, STATE, ZIP CODE</b> Saint Louis, MO 63119			
<b>CONTACT PERSON</b> Eduardo Vera		<b>EMAIL ADDRESS</b> evera@ccstl.org	
<b>PHONE NUMBER</b> (314) 842-0062		<b>FAX NUMBER</b> (314) 842-1303	
<b>VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)</b> <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> IRS Tax-Exempt			
<b>AUTHORIZED SIGNATURE</b> 		<b>DATE</b> 12-22-16	
<b>PRINTED NAME</b> Eduardo Vera		<b>TITLE</b> Executive Director	

# Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at [https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf). (This document is also on the Bid Board referenced above.)

**Notice:** The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf).

- Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
- In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

**Addendum Document:** If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).



1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select**, and then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select**, and then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List**.
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. Click on **Review Response** from the navigation bar.
7. Click on **Retract** if your response needs to be revised.
8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
9. Click on **Respond** and revise as applicable.
10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.

- **HARD COPY RESPONSES**: Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

**End of Instructions for Submitting Solicitation Response**

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of written language translation services as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - I
- 6) Terms and Conditions
- 7) Attachments 1 - 2 The vendor is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the MissouriBUYS web site at: <https://www.missouribuys.mo.gov>. It shall be the sole responsibility of the vendor to obtain each of the attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain a copy of the attachments.

### **1.2 Background Information:**

1.2.1 Various State of Missouri agencies such as the Department of Mental Health, the Department of Health and Senior Services, the Department of Social Services, the Department of Labor and Industrial Relations, the Department of Economic Development Division of Workforce Development etc. have utilized the written translation services contracts.

- a. The languages which have been most frequently translated are as follows: Arabic, Bosnian, Burmese, Chinese, Farsi, French, Hmong, Korean, Russian, Somali, Spanish, and Vietnamese.

1.2.2 There are current contracts for written language translation services. A copy of the contracts can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the internet at: <http://oa.mo.gov/purchasing>. In addition, all proposal and evaluation documentation leading to the award of those contracts may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z14060 or the contract numbers C314060001, C314060002, C314060003, and C314060004 when searching for these documents.

1.2.3 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## 2. CONTRACTUAL REQUIREMENTS

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide written translation services for any agency of the State of Missouri (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.
- a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the University of Missouri system and the Judicial and Legislative branches of the State of Missouri.
- 2.1.2 The contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to "the contractor" throughout this document shall also be deemed to include the person/personnel provided by the contractor.
- 2.1.3 Mandatory Languages – If a state agency requests written language translation services for any of the following languages, the contractor must perform the written language translation services as requested.
- a. Arabic;
  - b. Bosnian;
  - c. Burmese;
  - d. Cambodian;
  - e. Chinese;
  - f. Farsi;
  - g. French;
  - h. German;
  - i. Greek;
  - j. Hmong;
  - k. Hindi;
  - l. Italian;
  - m. Japanese;
  - n. Korean;
  - o. Nepali;
  - p. Romanian;
  - q. Russian;
  - r. Somali;
  - s. Spanish;
  - t. Ukrainian;
  - u. Urdu; and
  - v. Vietnamese.
- 2.1.4 Other Languages – If a state agency requests written language translation services for other languages proposed by the contractor on the Pricing Page of the contractor's awarded proposal, the contractor shall perform the written language translation service as requested.
- 2.1.5 The contractor shall perform all services to the sole satisfaction of the state agency.
- 2.1.6 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.

- 2.1.7 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide written language translation services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 2.1.8 The contractor shall provide all written language translation services within the United States. The contractor shall not provide offshore services.
- 2.2 Assignment of Services Requirements:
- 2.2.1 In the event multiple contracts exist for a particular language, the state agency shall contact the lowest priced contractor for the particular language for written language translation services, except as otherwise stated herein.
- a. Upon request by the state agency for written translation services, the contractor shall review the anticipated needs of the state agency and shall advise the state agency within twenty-four (24) hours after receipt of the state agency's request whether services for written translation services can be provided by the contractor within the timeframe specified by the state agency.
  - b. In the event the lowest priced contractor is unable to provide the requested written language translation services due to unavailability of a qualified translator, in the event of a determination by the state agency of an unacceptable translator, or in the event the contractor doesn't respond within a required timeframe, the state agency shall contact the next lowest priced contractor. If additional contracts exist, the state agency shall continue to use the same criteria to arrange for written language translation services until the needs of the state agency are met.
  - c. The contractor must decline to provide the requested written translation service if competent translators in the requested language are not available in the timeframe required by the state agency.
  - d. If requested by the state agency, the contractor shall provide resumes with references for written language translators available for use by the state agency. The contractor shall not be required to submit more than six (6) resumes.
  - e. Based on the reviews of resumes, security clearance information required elsewhere herein, or prior experience with a written language translator, the state agency reserves the right to determine any written language translator as unacceptable and to reject any or all of the written language translators selected by the contractor as unacceptable. The state agency should provide the contractor with justification for the rejection; however, the decision of the state agency shall be final and without recourse.
- 2.2.2 For emergency-rush job services, the contractor must immediately advise the state agency if the contractor can meet the state agency's needs regarding written translation services. If the contractor does not contact the state agency within a reasonable timeframe (as determined by the state agency on a case by case basis depending on the required emergency written translation services), the contractor shall agree and understand that the state agency shall have the right to contact the next lowest priced contractor to obtain the necessary emergency written language translation services. For purposes of this document, an emergency-rush job services shall be defined as services requested within twenty-four (24) hours or services that require written language translation in excess of two thousand (2,000) words in an eight (8) hour day.

2.2.3 In the event the contractor is unable to perform written language translation services on a consistent basis as determined by the State of Missouri, the contractor may be considered to be in breach of contract and subject to appropriate action and remedies by the State of Missouri, Division of Purchasing.

### 2.3 Specific Performance Requirements:

2.3.1 The contractor shall provide written language translation services which shall include the following:

- a. The contractor shall translate the document at the same reading level as the document provided to the contractor.
- b. The contractor shall translate the document in a format specified by the state agency. All documents must be provided in written form unless otherwise approved by the state agency.
  - 1) The state agency may request translated documents be formatted in the same manner as the documents submitted for translating.
  - 2) The state agency may request translated documents be formatted and saved on a CD or flash drive.
- c. The contractor shall review each translated document prior to delivery to the state agency to ensure that the translated document is linguistically accurate and consistent with the formatting and technical specifications of the original document.
- d. All written language translations are subject to review by another translator or another qualified party (at the state agency's cost) for accuracy. The state agency is not required to provide prior notice to the contractor of the review.
- e. The contractor shall agree and understand that the final judge of the quality of written language translation services provided by the contractor shall be the state agency.
  - 1) If it is determined by the state agency that any completed written language translation is unacceptable, the contractor shall provide a replacement written language translation at no additional cost to the state agency in a timeframe determined by the state agency.
  - 2) The contractor shall agree that the accuracy of the written language translation(s) shall be to the sole satisfaction of the state agency. Upon request by the state agency, the contractor shall correct written language translations in order to improve the quality of a written language translation.

2.3.2 The contractor shall provide written language translation services using written language translators who comply with the following requirements:

- a. Must be competent in the state agency requested language;
- b. Must possess sufficient education, training, and experience to proficiently translate written English documents to the state agency requested language or documents from the state agency requested language to written English documents. The contractor agrees that the demonstrated proficiency of the written language translator shall be to the sole satisfaction of the state agency and also agrees to replace any written language translator that does not demonstrate satisfactory proficiency.
  - 1) A single written language translator shall be used to complete each document to ensure continuity and consistency in terminology, syntax, and style. Written language translations

shall be correct in industry-specific terminology, ethnically sensitive tone, and appropriate marketing dialogue.

- c. If required by the state agency, written language translators must be accredited through the American Translator Association.
  - d. Written language translators shall not provide services in excess of forty (40) hours per week for an individual state agency, unless requested or approved by the state agency.
    - 1) For purposes of this document, a week shall be defined as a period of seven (7) continuous calendar days.
  - e. If requested by the state agency, any written language interpreter provided by the contractor must have a successful security background check performed by the Missouri State Highway Patrol at the expense of the contractor prior to the provision of services. Proof of a successful security background check shall be provided to the state agency upon request.
- 2.3.3 In accordance with all applicable laws, regulations, and procedures, the contractor and the contractor's translator shall maintain strict confidentiality of all information and records which the contractor or the contractor's translator may come into contact with or be privy to in the course of providing services. The contractor and the contractor's translator shall affirm in writing that confidential information shall not be disclosed either during or after the provision of services or following the termination of the translator's employment/association with the contractor.
- 2.3.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 2.4 State Agency Requirements:**
- 2.4.1 The state agency will attempt to give at least twenty-four (24) hours notice to the contractor of a cancellation of services previously requested.
  - 2.4.2 The state agency will provide the contractor with documents for translating. The state agency may submit the documents to the contractor via mail, fax, email, other delivery, etc.
  - 2.4.3 In the event a conflict or problem occurs with any translator provided by the contractor, the state agency will notify the contractor of the conflict or problem.
- 2.5 Delivery Requirements:**
- 2.5.1 Upon the agreement by the contractor to provide written language translation services for the state agency, the state agency and the contractor shall establish a mutually agreeable timeframe for the return of translated documents to the state agency. The timeframe shall be based on the needs of the state agency. In the event of a dispute over the timeframe, the decision of the state agency shall be final and without recourse.
  - 2.5.2 The contractor shall deliver translated documents by the method requested by the state agency and to the address requested by the state agency.
- 2.6 Other Requirements:**
- 2.6.1 Missouri Statewide Contract Quarterly Usage Report
  - 2.6.2 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

<b>Data Element</b>	<b>Description</b>
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 2.6.3 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 2.6.4 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment I which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov).
- 2.6.5 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**2.7 Invoicing and Payment Requirements:**

2.7.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.7.2 Invoicing – Upon completion of a translation job, the contractor shall invoice the state agency that received the written language translation services. The contractor's invoice must include the name of the contractor's translator who provided the written language translation service, the language translated, the number of words translated, a total price for the job, proof of the cost to return the translated document to the state agency, and if applicable, any formatting charges.

2.7.3 Payments – Upon receipt and approval of a properly prepared invoice from the contractor by the state agency and approval of the written translation services provided by the contractor, the contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page of the contractor's awarded proposal and in accordance with the following:

- a. The contractor shall be paid a firm, fixed price per word for written language translation services. English shall be used as the base language for calculating the number of words for translation.
- b. The contractor shall be paid a firm, fixed price per hour for copy editing/proofing reading services.
- c. The contractor shall be paid a firm, fixed price per hour for formatting written language translation documents.
- d. In the event the state agency requests that written language translation documents be submitted on a CD, the contractor shall be paid the firm, fixed price per CD as stated on the Pricing Page of the contractor's awarded proposal.
- e. In the event the state agency requests that written language translation documents be submitted on a flash drive, the contractor shall be paid the firm, fixed price per flash drive as stated on the Pricing Page of the contractor's awarded proposal.
- f. In the event the contractor provides written language translation services for an emergency-rush job as defined herein, the contractor shall be paid in accordance with the firm, fixed percentage of the total written language translation job charged for such service as stated on the Pricing Page in addition to the price per word for written language translation services.
  - 1) For example, if the total written language translation job is one hundred dollars (\$100) and the emergency-rush job firm, fixed percentage of the total written language translation job is ten percent (10%), the contractor shall be paid an additional ten dollars (\$10) for a total of one hundred and ten dollars (\$110) for the emergency-rush job written language translation job.



- g. In the event the contractor provides written language translation services for any additional languages specified on the Pricing Page of the contractor's awarded proposal, the contractor shall be paid in accordance with the firm, fixed price per word for each specified language.
- h. The contractor shall be responsible for any costs related to correcting written language translations formatted or translated incorrectly. Payments will not be made for written language translations that are not completed in accordance with any corrections requested by the state agency.
- i. The contractor shall be reimbursed for the cost to return the translated documents to the state agency upon proof of cost.

The contractor shall understand that each state agency shall be responsible for the payment of written language translation services provided for that state agency only.

- 2.7.4 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
  - 2.7.5 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
  - 2.7.6 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
  - 2.7.7 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
  - 2.7.8 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.
- 2.8 Missouri Statewide Contract Quarterly Administrative Fee:**
- 2.8.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
  - 2.8.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15<sup>th</sup> calendar day of the month immediately following the end of the calendar quarter, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
  - 2.8.3 Payments shall be made using one of the following acceptable payment methods:
    - **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 - 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor

understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.8.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.8.5 Missouri Statewide Contract Quarterly Administrative Fee Report:

2.8.6 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

2.8.7 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.8.8 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 2. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mall:** Division of Purchasing,  
P.O. Box 809, Jefferson City MO 65102-0809  
OR  
Division of Purchasing,  
301 West High Street, Room 630, Jefferson City, MO 65101-1517
- **Fax:** (573) 526-9815
- **Email:** [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov)

2.8.9 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.9 Other Contractual Requirements:

2.9.1 Contract - A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any

contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.9.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.9.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 2.9.4 Termination - The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.9.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.9.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.

a. Therefore, the contractor must have and maintain insurance in compliance with the following:

1) Liability Insurance – The contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc.

- The limits of liability for all types of liability coverage shall not be less than \$2,000,000 per occurrence.
- The general and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- Self-insurance coverage or another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

2) Errors and Omissions Liability Insurance - The State of Missouri will not be responsible for any mistakes or omissions by any contractor in performance of services provided under contract. Limitation of liability includes, but is not limited to, unintentional, negligent, willful or intentional mistakes or omissions by any contractor, employee of contractor, or subcontractor. Furthermore, the State of Missouri will not be responsible for any acts of the contractor that occur during the course of the performance of the contract, but are not related to the services being provided. These acts include all criminal and civil acts that may give rise to liability. The contractor and subcontractor(s) shall have and maintain Errors and Omissions Liability insurance with minimum limits of \$1,000,000 per incident, loss or person, as applicable. If defense costs are paid within limit of liability, the contractor shall maintain limits of \$2,000,000 per incident, loss or person as applicable.

b. The contractor shall provide written evidence of the insurance to the state agency prior to performance under the contract. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement for the general and other non-professional liability insurance naming the State of Missouri as an additional insured and for the crime insurance/Dishonesty Bond, naming the State of Missouri as a loss payee, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage.

- c. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

2.9.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
  - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
  - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.9.8 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
- b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.

- 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 days after the effective date of the first renewal period the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.
- 2.9.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.
- 2.9.10 Authorized Personnel:
- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
  - c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
  - d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
    - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
    - 2) Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

- 3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 2.9.11 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.9.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.
- 2.9.13 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 2.9.14 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
  - b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 2.10 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
- 2.10.1 Applicable Laws and Regulations - In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.
- a. Uniform Administrative Requirements - OMB Circular A-102 - Grants and Cooperative Agreements with State and Local Governments; and 2 CFR 215 - Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
  - b. Cost Principles:
    - 1) 2 CFR 225 - State, Local and Indian Tribal Governments (OMB Circular A-87);
    - 2) 2 CFR 230 - Non-Profit Organizations (OMB Circular A-122);
    - 3) 2 CFR 220 Educational Institutions (OMB Circular A-21);
    - 4) 48 CFR 31.2 - For-Profit Organizations; and

## 5) 45 CFR 74 Appendix E – Hospitals.

- 2.10.2 Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. The percentage of the total costs of the program or project which will be financed with Federal funds;
  - b. The dollar amount of Federal funds for the project or program; and
  - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 2.10.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 2.10.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 2.10.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 2.10.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 2.10.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 2.10.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 2.10.9 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:  
(<http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>)
- 2.10.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 2.10.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.



2.10.12 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- h. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
- i. Missouri Governor's E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

## 2.11 Business Associate Provisions:

2.11.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

- a. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
  - 1) "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - 2) "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
  - 3) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
  - 4) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

- 5) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - 6) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
  - 7) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - 8) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - 9) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - 10) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
  - 11) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
  - 12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
  - 13) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
  - c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
  - d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

**2.11.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:**

- a. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.
- b. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- c. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- d. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- e. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- f. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
- g. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
- h. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

**2.11.3 Obligations and Activities of the Contractor:**

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
  - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
  - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
  - 3) Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
  - 4) Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

- 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security

Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
  - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
  - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its

employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

**2.11.4 Obligations of the State Agency:**

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

**2.11.5 Expiration/Termination/Cancellation -** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

**2.11.6 Breach of Contract -** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

### 3. PROPOSAL SUBMISSION INFORMATION

#### 3.1 Submission of Proposals:

- 3.1.1 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.
- a. The exhibits, forms, and Pricing Page provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
  - b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page, etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
  - c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
- 3.1.2 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
  - b. The vendor should include three (3) additional copy along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.
- 3.1.3 Confidential Materials: Pursuant to section 610.021, RSMo, the vendor's proposal and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- a. The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "*liberally construed and their exceptions strictly construed*" to promote the public policy that records are open unless otherwise provided by law.
  - b. Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a

contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. The vendor should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety.

- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
- 1) Vendor's entire proposal;
  - 2) Vendor's pricing;
  - 3) Vendor's proposed method of performance including schedule of events and/or deliverables;
  - 4) Vendor's experience information including customer lists or references; and
  - 5) Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- d. On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website and attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- e. Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal and submits information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- f. Imaging Ready - Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system.
- 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid and Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.
  - 2) Also, in preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should



limit proposal content to items that provide substance, quality of content, and clarity of information.

- 3.1.4 To facilitate the evaluation process, the vendor is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. The proposal should be page numbered.
  - b. The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.
  - c. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
- 3.1.5 Questions Regarding the RFP – Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
  - b. Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Written records of the questions and answers will not be maintained. Vendors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.
  - c. The vendor may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
- 3.2 **Competitive Negotiation of Proposals** - The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
  - 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.
  - 3.2.3 Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

**3.3 Evaluation and Award Process:**

3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contracts shall be awarded to the lowest and best proposals.

Cost	100 points
Vendor's Experience and Reliability, Expertise of Personnel, and Method of Performance	90 points
MBE/WBE Participation	10 points
<b>TOTAL</b>	<b>200 points</b>

3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the vendor, if deemed necessary by the Division of Purchasing. In addition, the vendor may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the vendor's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing.

3.3.3 The State of Missouri reserves the right to award up to three (3) contracts.

**3.4 Evaluation of Cost:**

3.4.1 Pricing – The vendor must provide pricing for all line items as required on the Pricing Page.

3.4.2 Objective Evaluation of Cost – The cost evaluation shall be based on the sum of the (1) price per word for written language translation services multiplied by 60,000 words for mandatory languages, plus, (2) price per hour for copy editing/proofreading services multiplied by 160 hours, plus, (3) price per hour for formatting written language translation documents multiplied by 160 hours, plus (4) price per placement of translated document on CD, plus, (5) price per placement of translated document on Flash Drive, plus, (6) the percentage quoted on the Pricing Page for emergency-rush jobs using a hypothetical annual figure of \$600.

- a. The evaluation of cost will include the original contract period and any potential renewal periods.
- b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost Evaluation points (100)}}{100} = \text{Assigned Cost Points}$$

- c. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

**3.5 Evaluation of Vendor's Experience and Reliability, Expertise of Personnel, and Method of Performance:**

**3.5.1** Experience and reliability of the vendor's organization will be considered subjectively in the evaluation process. Therefore, the vendor is advised to submit information concerning the vendor's organization and information documenting the vendor's experience in past performances, especially those performances related to the requirements of this RFP. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.

- a. **Vendor Information** - The vendor should provide information about the vendor's organization on Exhibit A.
- b. **Experience** - The vendor should provide information related to previous and current services/contracts of the vendor or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.
  - 1) As part of the evaluation process, the State of Missouri may contact the vendor's references, including references not listed or identified within the vendor's proposal but who have current or previous experiences with the vendor.
  - 2) The vendor shall agree and understand that the State of Missouri is not obligated to contact the vendor's references.

**3.5.2** The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- a. **Personnel Expertise** - The vendor should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The vendor may also submit resumes for such key personnel.
  - 1) The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.
- b. **Personnel Qualifications** - If personnel are not yet hired, the vendor should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

**3.5.3** **Evaluation of Method of Performance** - Proposals will be subjectively evaluated based on the vendor's plan for performing the requirements of the RFP. Therefore, the vendor should present information which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and which confirms the vendor's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

- a. **Description of Proposed Services** - Exhibit D is provided for the vendor's use in providing information about the proposed method of performance. In addition, each paragraph within the Contractual Requirements should be addressed by providing a description of how the vendor proposes to perform or comply with the requirement and otherwise detailing the vendor's understanding and ability to successfully perform the requirement. When responding to the appropriate provisions in the Contractual Requirements, the vendor should identify the paragraph or subparagraph number and then provide the additional elaboration describing the vendor's plans for performing or meeting the requirement.

**3.6 Evaluation of Vendor's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:**

3.6.1 In order for the Division of Purchasing (Purchasing) to meet the provisions of Executive Order 05-30, the vendor should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

3.6.2 The vendor's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Vendors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Vendors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Vendors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.6.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Vendor's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \begin{matrix} \text{Maximum} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{Evaluation points} \\ (10) \end{matrix} = \begin{matrix} \text{Assigned} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{points} \end{matrix}$$

3.6.4 If the vendor is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the vendor must provide the following information with the proposal.

- a. **Participation Commitment** - If the vendor is proposing MBE/WBE participation, the vendor must complete Exhibit E, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.
  - b. **Documentation of Intent to Participate** - The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- 3.6.5 **Commitment** - If the vendor's proposal is awarded, the percentage level of MBE/WBE participation committed to by the vendor on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.
- 3.6.6 **Definition - Qualified MBE/WBE:**
- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
  - b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
  - c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.
- 3.6.7 **Resources** - A listing of several resources that are available to assist vendors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)  
 Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809  
 Phone: (877) 259-2963 or (573) 751-8130  
 Fax: (573) 522-8078  
 Web site: <http://o eo .mo .gov>

3.7 **Miscellaneous Submittal Information:**

- 3.7.1 **Organizations for the Blind and Sheltered Workshop Preference** - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
- 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
  - 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - 3) If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the following information with the proposal:
    - Participation Commitment - The vendor must complete Exhibit E, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
    - Documentation of Intent to Participate - The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).
- NOTE: If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b. A list of Missouri sheltered workshops can be found at the following internet address:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- c. The websites for the Missouri Lighthouse for the Blind and the Alhpointe Association for the Blind can be found at the following internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alhpointe.org>
- d. Commitment - If the vendor's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.

3.7.2 Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:
  - Participation Commitment - The vendor must complete Exhibit E, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
  - Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
    - ✓ a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
    - ✓ a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

NOTE:

- a) If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b) If the SDVE and SDV are listed on the following internet address, the vendor is not required to provide the SDV Documents listed above.  
<http://content.oe.mo.gov/sites/default/files/sdvelisting.pdf>
- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
- 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
  - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
  - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
  - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
  - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.
- 3.7.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathml/28500005301.html?&me=285.530>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit G must be submitted prior to an award of a contract.
- 3.7.4 Debarment Certification – The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., Exhibit H with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.7.5 The vendor should complete and submit Exhibit I, Miscellaneous Information.
- 3.7.6 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)



- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

**4. PRICING PAGE**

**4.1 Written Language Translation Services** – The vendor shall provide a firm, fixed price for each of the following for the original contract period and a maximum price for each potential renewal period for providing services in accordance with the provisions and requirements of this RFP. (UNSPSC 82111804)

Each price must be the price applicable for all languages identified as mandatory. Different pricing for any of the languages identified as mandatory will not be accepted and shall not be submitted.

The vendor shall not include a minimum charge for written language translation services.

All costs associated with providing the required written language translation services, with the exception of the cost to return the translated documents to the state agency, shall be included in the stated prices.

Mandatory Languages: Arabic, Bosnian, Burmese, Cambodian, Chinese, Farsi, French, German, Greek, Hmong, Hindi, Italian, Japanese, Korean, Nepali, Romanian, Russian, Somali, Spanish, Ukrainian, Urdu, and Vietnamese				
Line Item	Description	Original Contract Period Firm, Fixed price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
1	Price per Word for Written Language Translation Services	\$ <u>0.12</u> per word	\$ <u>0.12</u> per word	\$ <u>0.12</u> per word
2	Price per Hour for Copy Editing/Proofreading Services	\$ <u>29.00</u> per hour	\$ <u>29.00</u> per hour	\$ <u>29.00</u> per hour
3	Price per Hour for Formatting Written Language Translation Documents	\$ <u>29.00</u> per hour	\$ <u>29.00</u> per hour	\$ <u>29.00</u> per hour
4	Price per Placement of Translated Document on CD	\$ <u>1.00</u> per CD	\$ <u>1.00</u> per CD	\$ <u>1.00</u> per CD
5	Price per Placement of Translated Document on Flash Drive	\$ <u>14.00</u> per flash drive	\$ <u>14.00</u> per flash drive	\$ <u>14.00</u> per flash drive

**4.2 Emergency – Rush Job Services** – The vendor shall state a firm, fixed percentage of a total written language translation service job charged to the state agency, if the state agency requested emergency-rush job services. The vendor shall understand and agree that the percentage quoted must remain firm and unchanged for all potential contract periods.

Line Item 6 15% Firm, fixed percentage for emergency-rush job services

**4.3 Other Languages** – The vendor should provide a list of any additional languages, for which the vendor is able to provide written language translation services at the firm, fixed prices stated above.

Albanian, Amharic, Dari, Hungarian, Kurdish, Nepali, Oromo, Portuguese, Romanian, Swahili, Taiwanese, Turkish, and Urdu.

**EXHIBIT A**  
**VENDOR INFORMATION**

The vendor should provide the following information about the vendor's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Provide a listing of the contracts the vendor has held in the last three years for written translation services including the language translated.

Client Name	Duration of Contract	Service Provided	Language	Value

- c. Describe the nature the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.
- d. List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE**

The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Vendor Name or Subcontractor Name: _____	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone Number <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

**EXHIBIT C**

**EXPERTISE OF PERSONNEL**

(Complete this Exhibit for personnel proposed. Resumes for key personnel may also be provided)

<b>Personnel</b>	<b>Background and Expertise of Personnel and Planned Duties</b>
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	

**EXHIBIT D****METHOD OF PERFORMANCE**

The vendor should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the vendor should specifically address each of the following issues:

1. The vendor should respond to the provisions in the Contractual Requirements by (1) identifying each specific paragraph and subparagraph by paragraph number and (2) providing a description of how, when, by whom, with what, to what degree, why, where, etc. the vendor will satisfy the requirements required herein.
  
2. The vendor should describe the following:
  - How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
  
  - Total Personnel Resources - The vendor should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the vendor has other ongoing contracts that also require personnel resources, the vendor should document how sufficient resources will be provided to the State of Missouri.
  
3. Economic Impact to Missouri - the vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
  - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
  
  - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
  
  - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

**EXHIBIT E**

**PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor's proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the vendor must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

<b>MBE Participation Commitment Table</b>		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed MBE</b>  <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total MBE Percentage:</b>	<b>%</b>	

WBE Participation Commitment Table		
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed WBE <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total WBE Percentage:</b>	%	

Organization for the Blind Sheltered Workshop Commitment Table	
By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 1% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:



<b>SDVE Participation Commitment Table</b>		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>	<b>Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed SDVE</b> <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total SDVE Percentage:</b>	%	

**EXHIBIT F**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's proposal.

*~ Copy This Form For Each Organization Proposed ~*

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

**This Section To Be Completed by Participating Organization:**

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

Indicate appropriate business classification(s):

\_\_\_\_ MBE \_\_\_\_ WBE \_\_\_\_ Organization for the Blind \_\_\_\_ Sheltered Workshop \_\_\_\_ SDVE

Name of Organization: \_\_\_\_\_

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (if SDVE, provide MO Address): \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

SDVE's Website \_\_\_\_\_ Certification (or attach copy of certification)

Address: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_ SDV's Signature: \_\_\_\_\_

(Please Print)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (as the participating organization) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or  
SDVE)*

\_\_\_\_\_  
*Date  
(Dated no earlier than  
the RFP issuance date)*

**EXHIBIT F, continued**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following SDV documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The vendor should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified above to the Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Purchasing.

Date SDV Documents were Submitted: \_\_\_\_\_

Previous Proposal/Contract Number for Which the SDV Documents were Submitted:

(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the Purchasing within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the Purchasing will remove the SDVE and associated SDV from the database.)

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT G**

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- |                      |   |
|----------------------|---|
| <b><u>BOX A:</u></b> | To be completed by a non-business entity as defined below.  |
| <b><u>BOX B:</u></b> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.uscis.gov/e-verify">http://www.uscis.gov/e-verify</a> . |
| <b><u>BOX C:</u></b> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.  |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A - CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT G, continued**

**(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)**

**BOX B - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

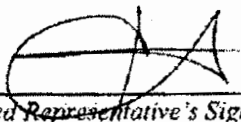
**EXHIBIT G, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

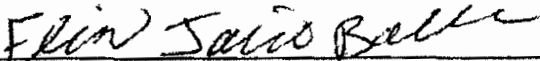
The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Eduardo Vera (Name of Business Entity Authorized Representative) as Executive Director (Position/Title) first being duly sworn on my oath, affirm LAMP (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that LAMP (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

	_____
Authorized Representative's Signature	Eduardo Vera Printed Name
_____	_____
Executive Director Title	12-22-16 Date
_____	_____
evera@ccstl.org E-Mail Address	851145 E-Verify Company ID Number

Subscribed and sworn to before me this 22nd of December <sup>2016</sup>. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of St. Louis, State of  
(NAME OF COUNTY)  
Missouri, and my commission expires on NOV 3, 2020.  
(NAME OF STATE) (DATE)

	_____
Signature of Notary	12-22-16 Date



FERIAL JASHM BAYATI  
My Commission Expires  
November 3, 2020  
St. Louis County  
Commission #16033967

**EXHIBIT G, continued**

*(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)*

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that LAMP (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

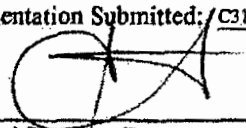
Name of Missouri State Agency or Public University\* to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: January 2014

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: C314060004 (if known)

Eduardo Vera  
Authorized Business Entity Representative's  
Name (Please Print)

  
Authorized Business Entity  
Representative's Signature

Language Access Multicultural People (LAMP)  
Business Entity Name

12-22-16  
Date

evera@ccstl.org  
E-Mail Address

851145  
E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

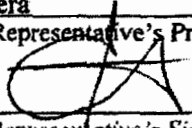
**EXHIBIT H**

**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.

<u>Language Access Multicultural People (LAMP)</u>	<u>966771920</u>
Company Name	DUNS # (if known)
<u>Eduardo Vera</u>	<u>Executive Director</u>
Authorized Representative's Printed Name	Authorized Representative's Title
	<u>12-22-16</u>
Authorized Representative's Signature	Date

**Instructions for Certification**

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



**EXHIBIT I**

**MISCELLANEOUS INFORMATION**

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

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: <a href="http://sl.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf">http://sl.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf</a> )	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: <ol style="list-style-type: none"> <li>1. _____ Unique good or service.                         <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> </li> <li>2. _____ Foreign firm hired to market Missouri services/products to a foreign country.                         <ul style="list-style-type: none"> <li>• Identify foreign country: _____</li> </ul> </li> <li>3. _____ Economic cost factor exists                         <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> </li> <li>4. _____ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.                         <ul style="list-style-type: none"> <li>• Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____%</li> <li>• Specify what contract work would be performed outside the United States: _____</li> </ul> </li> </ol>		

**Employee/Conflict of Interest:**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

**Registration of Business Name (if applicable) with the Missouri Secretary of State:** The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

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

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

**Attachments #1-2**

**The Attachments are a separate link that must be downloaded separately from the MissouriBUYS Statewide eProcurement System at: <https://missouribuy.com/bidboard.html>.**

**STATE OF MISSOURI  
DIVISION OF PURCHASING  
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing (Purchasing). The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a supplier, vendor, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.com>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP

was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

#### 4. PREPARATION OF PROPOSALS

- a. Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

#### 5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### 6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

*Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.*

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

### 13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

### 14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

### 15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

### 16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

### 17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the vendor/contractor.

### 18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Purchasing immediately.
- b. Upon learning of any such actions, Purchasing reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

### 19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

### 20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age,

disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## 21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## 22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

## 23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 10-19-15



**EXHIBIT A**  
**VENDOR INFORMATION**

a. Language Access Multicultural People (LAMP) is a nonprofit organization that is part of Catholic Charities St. Louis. Since 1997, LAMP has provided professional interpretation and written translation services in Missouri.

LAMP has 14 full-time staff members and 285 trained on-call interpreters/translators who collectively are fluent in more than 45 languages. This includes 28 trained interpreters who are licensed in American Sign Language (ASL). With this level of staffing, growing by 6-7 new interpreters each month, it will be well within LAMP's capacity to fulfill all the State of Missouri requests, while continuing LAMP's other professional commitments.

LAMP's services are available during business hours, Monday through Friday, 8:00 am – 5:00 pm. LAMP's after hours service starts at 5:00pm during the work week, and are available anytime on weekends or holidays. LAMP has a translation coordinator who will handle all translation jobs and jobs.

Qualifications

Since 1997, Language Access Multicultural People (LAMP), began providing 24/7 interpretation services to St. Louis-area immigrants, refugees, as well as, deaf and hard of hearing individuals. Eduardo Vera, LAMP's executive director who has been with LAMP for 13 years, has considerable managerial/supervisory expertise, significant experience in providing interpreting training, and has worked extensively with St. Louis-area providers including those where LAMP has interpreting/translation service contracts and other non-profits.

LAMP is a member of the American Translator Association (ATA). LAMP also is a licensed provider for the nationally recognized Bridging the Gap (BTG) and Cultural Competency training in Missouri. These licenses are provided through The Cross Cultural Health Care Program (CCHCP).

**EXHIBIT A**

**VENDOR INFORMATION**

The vendor should provide the following information about the vendor's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted. **SEE ATTACHED DOCUMENT CONT. OF EXHIBIT A**
- b. Provide a listing of the contracts the vendor has held in the last three years for written translation services including the language translated.

<b>Client Name</b>	<b>Duration of Contract</b>	<b>Service Provided</b>	<b>Language</b>	<b>Value</b>
<i>Captive Marketing</i>	<i>Client for the last 2 years</i>	<i>Written translation/voice over</i>	<i>Spanish, Chinese, and Korean</i>	<i>\$7,848.52</i>
<i>Wentzville School District</i>	<i>Client for the last 4 years</i>	<i>Written translation Services</i>	<i>Spanish</i>	<i>\$6,740.00</i>
<i>Barnes Jewish Hospital</i>	<i>Client for the last 8years</i>	<i>Written Translations</i>	<i>All languages</i>	<i>\$15,894.02</i>

- c. Describe the nature the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.
  - *Captive marketing provides audio video design and installation services. We translated marketing material from English to Spanish, Chinese, and Korean.*
  - *Wentzville School District, we translated the school handbook into Spanish.*
  - *Barnes Jewish Hospital, we translated all their written medical documents.*
- d. List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.
 

*Captive Marketing – current vendor- we are able to provide translators / interpreters locally who can also go to their location to record or voice the job.*

*Wentzville School District - we provide in-person interpreting, written translations, over the interpreters, are affordable, meet deadlines and we are a Missouri based company.*

*Barnes Jewish Hospital-we are the most affordable, accurate, and professional. Also, we provide in-person interpreting for their patients.*

**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE**

The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Vendor Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
<b>Name of Reference Company:</b>	Ritenour School District
<b>Address of Reference Company</b> <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	2420 Woodson Rd. St. Louis, MO 63114
<b>Reference Contact Person Information:</b> <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone Number <input checked="" type="checkbox"/> E-mail Address	Rolanda Dodds-Piggs 314-493-6014 <a href="mailto:piggsr@ritenourschool.org">piggsr@ritenourschool.org</a>
<b>Dates of Services:</b>	01/01/2016-current
<b>If service/contract has terminated, specify reason:</b>	
<b>Dollar Value of Services</b>	\$6,097.79
<b>Description of Services Performed</b>	Written translations

**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE**

The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Vendor Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
<b>Name of Reference Company:</b>	Wentzville R-IV School District
<b>Address of Reference Company</b> ✓ Street Address ✓ City, State, Zip	One Campus Drive Wentzville, Missouri 63385
<b>Reference Contact Person Information:</b> ✓ Name ✓ Phone Number ✓ E-mail Address	Billie DeFriese P: (314) 362-8886
<b>Dates of Services:</b>	01/01/2016 - Current
<b>If service/contract has terminated, specify reason:</b>	
<b>Dollar Value of Services</b>	\$6,740.00
<b>Description of Services Performed</b>	Written translation (all languages)

**EXHIBIT B****CURRENT/PRIOR EXPERIENCE**

The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Vendor Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
<b>Name of Reference Company:</b>	Barnes Jewish Hospital
<b>Address of Reference Company</b> ✓ Street Address ✓ City, State, Zip	1 Barnes Jewish Hospital Plaza, St. Louis, MO 63110
<b>Reference Contact Person Information:</b> ✓ Name ✓ Phone Number ✓ E-mail Address	Elvedin Arnautovic P: (314) 362-8886
<b>Dates of Services:</b>	01/01/2016 - Current
<b>If service/contract has terminated, specify reason:</b>	
<b>Dollar Value of Services</b>	\$15,894.02
<b>Description of Services Performed</b>	Written translation (all languages)

**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE**

The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Vendor Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
<b>Name of Reference Company:</b>	Captiva Marketing
<b>Address of Reference Company</b> <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
<b>Reference Contact Person Information:</b> <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone Number <input checked="" type="checkbox"/> E-mail Address	Bonnie Kuhn P: (314) 822-3656
<b>Dates of Services:</b>	01/01/2016 - Current
<b>If service/contract has terminated, specify reason:</b>	
<b>Dollar Value of Services</b>	\$7,848.52
<b>Description of Services Performed</b>	Written translation (all languages)

**EXHIBIT C**

**EXPERTISE OF PERSONNEL**

(Complete this Exhibit for personnel proposed. Resumes for key personnel may also be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
<p>1. <u>Frial Bayati</u> (Name) <u>Translation Coordinator</u> (Title) <u>Oversees all translation request</u> (Proposed Role/Function) <u>160</u> (Number of Hours per Month Person is Proposed to Provide Services)</p>	<p>Frial Bayati, Translation Coordinator, has been employed by LAMP since 2012. She served as an Arabic interpreter for three years and she has earned a Bridging the Gap certificate. Prior to her promotion, she assisted our Project Coordinator in overseeing all aspects of the translation process.</p>
<p>2. <u>Senka Galesic</u> (Name) <u>Bosnian Translator</u> (Title) <u>In-house translator</u> (Proposed Role/Function) <u>160</u> (Number of Hours per Month Person is Proposed to Provide Services)</p>	<p>Senka Galesic, staff interpreter/translator and a native from Bosnia moved to St. Louis in 1995. She has been with LAMP for over 14 years (the last three as a staff member) and speaks Bosnian/Serbo-Croatian. She has earned a Bridging the Gap certificate as well as a Mental Health Interpreter certificate.</p>
<p>3. <u>Emina Esmerovic</u> (Name) <u>Account Executive</u> (Title) <u>Reports</u> (Proposed Role/Function) <u>160</u> (Number of Hours per Month Person is Proposed to Provide Services)</p>	<p>Emina Esmerovic is responsible of handling these accounts that require any reporting including but not limited to: compliance, usage, language type, and invoicing. She has been with LAMP for over 10 years and earned a Bridging the Gap certificate as well as a Mental Health Interpreter certificate.</p>
<p>4. <u>Dzana Nelson</u> (Name) <u>Account Manager</u> (Title) <u>Accounts Payable &amp; Invoicing</u> (Proposed Role/Function) <u>160</u> (Number of Hours per Month Person is Proposed to Provide Services)</p>	<p>Dzana Nelson, LAMP's Account Manager and a native of Bosnia, has worked since 2000. Her duties include producing LAMP's financial reports and working closely with all of the program's accounts, and invoicing.</p>
<p>5. <u>Eduardo Vera</u> (Name) <u>Executive Director</u> (Title) <u>Agency Operations</u> (Proposed Role/Function) <u>160</u> (Number of Hours per Month Person is Proposed to Provide Services)</p>	<p>Eduardo Vera, LAMP's Executive Director and a native of Argentina, has served in that position since January 2013. Prior to his promotion, he served for nine years as LAMP's Project Coordinator. Through successful course completion at the Cross Cultural Health Care Program, he is a licensed trainer for Cultural Competency (CTG) training and Bridging the Gap (BTG, medical interpreting) training. <b>SEE ATTACHED CONT OF EXHIBIT C</b></p>

**EXHIBIT C**

**EXPERTISE OF PERSONNEL**

(Complete this Exhibit for personnel proposed. Resumes for key personnel may also be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
<p>1. <u>Cynthia Chavez</u> (Name) <u>Project Coordinator</u> (Title) <u>Makes sure all projects are on time</u> (Proposed Role/Function) <u>160</u> (Number of Hours per Month Person is Proposed to Provide Services)</p>	<p>Cynthia Chavez, LAMP's Project Coordinator has been employed by LAMP since 2014. She currently oversees all aspects of projects timelines, HR activities, Contracts, interpreter compliance, and Training. Prior to her promotion she was the Social Media Coordinator and Marketing and Community Outreach Assistant, managed all of LAMP's social media accounts and participated in LAMP's Marketing and Outreach Team projects and events. She is also a licensed trainer for Bridging the Gap.</p>
<p>2. <u>Beatriz Nunez Hernandez</u> (Name) <u>Community Outreach/Marketing Coordinator</u> (Title) <u>Any issues with contract</u> (Proposed Role/Function) <u>160</u> (Number of Hours per Month Person is Proposed to Provide Services)</p>	<p>Beatriz Nunez Hernandez, LAMP's Outreach &amp; Marketing Coordinator and a native of Mexico, has been employed by the program since 2005. She served as Romance Language Team Leader Coordinator for eight years. She has earned a Bridging the Gap certificate as well as a Mental Health Interpreter certificate. Beatriz works to promote LAMP's vision and mission to the community, creates mutually beneficial relationships with referral agencies.</p>
<p>3. <u>Ferozan Sadat</u> (Name) <u>Switchboard Operator</u> (Title) <u>LAMP's operator</u> (Proposed Role/Function) <u>160</u> (Number of Hours per Month Person is Proposed to Provide Services)</p>	<p>Ferozan Sadat, LAMP's Switchboard Operator, assists answering the phone and connecting callers to the correct person or department. She has been employed by the program since 2010. She speaks Dari/Farsi and has earned a Bridging the Gap certificate.</p>
<p>4. <u>Translators</u> (Name) <u>Translator/Interpreter</u> (Title) <u>Translate written documents</u> (Proposed Role/Function) <u>On-call</u> (Number of Hours per Month Person is Proposed to Provide Services)</p>	<p>285 trained on-call translators/interpreters Facilitates understanding in communication between two or more people who speak different languages. Candidate should possess strong bicultural knowledge, excellent oral and written bilingual ability in target language and English.</p>
<p>5. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)</p>	



**EXHIBIT D**

- 1.-
- 2. **CONTRACTUAL REQUIREMENTS**
- 2.1 -2.1.1 (a.) Acknowledged
- 2.1.2 LAMP has full capability to carry out the requirements listed in the RFP. LAMP has 14 full-time staff members and 285 trained on-call interpreters/translators who collectively are fluent in more than 45 languages.
- 2.1.3 LAMP is able to provide written translation in any of the mandatory languages as requested.
- 2.1.4 A list of other available languages and pricing provided on pricing page.
- 2.1.5 Acknowledged
- 2.1.6 Acknowledged
- 2.1.7 Acknowledged
- 2.1.8 LAMP solely employs interpreters/translators within the United States.
- 2.2 -2.2.1 (a. b. c. d. e) Acknowledged
- 2.2.2 Acknowledged
- 2.2.3 Acknowledged
- 2.3 -2.31 (a. b. c. d. e.) Acknowledged
- 2.3.2 (a. b. c. d. e.) In compliance – (see attachment B Interpreter’s qualifications)
- 2.3.3 All LAMP staff, interpreters, and translators signed a confidentiality agreement to maintain strict confidentiality of all information during and after the provision of services.
- 2.3.4 Acknowledged
- 2.4 (2.4.1, 2.4.2, 2.4.3) Acknowledged
- 2.5 (2.5.1, 2.5.2) Acknowledged
- 2.6 (2.6.1, 2.6.2) Acknowledged
- 2.6.3 Acknowledged
- 2.6.4 Acknowledged
- 2.6.5 Acknowledged
- 2.7 -2.7.1 (a. b.), 2.7.2, 2.7.3 (a. b. c. d. e. f. g. h. i.) 2.7.4, 2.7.5, 2.7.6, 2.7.7, 2.7.8 Acknowledged
- 2.9 -2.91 (a. b. c.)- 2.9.2, 2.9.3- (a. b.)- 2.9.4 Acknowledged
- 2.9.5 (a. b. c.) Agreed – in compliance
- 2.9.6 (a. b. c.) Agreed- in compliance
- 2.9.7 Agreed/Acknowledged
- 2.9.8 N/A
- 2.9.9 Agreed/ Acknowledged
- 2.9.10 In compliance
- 2.9.11 Acknowledged
- 2.9.12 Acknowledged
- 2.9.13 Agreed/Acknowledged
- 2.9.14 In compliance
- 2.10-2.10.1 (a. b) - 2.10.2 (a. b. c.), 2.10.3- 2.10.4- 2.10.5- 2.10.6- 2.10.7- 2.10.8- 2.10.9-2.10.10- 2.10.11,2.10.12) in compliance/Acknowledged
- 2.11-2.11.1 (a. b. c. d.)- 2.11.2 (a. b. c. d. e. f. g. h.)-2.11.3 (a. b. c. d. e. f. g. h. i. j. k. l. m. n. o. p) - 2.11.4 (a. b. c. d.)-2.11.5 (a.)-2.11.6 - Acknowledged

2.-

(2.1) LAMP's Translation Coordinator ensures new requests are processed in timely fashion on daily basis.

**LAMP's translation process:**

1.-In order to provide an accurate quote for a translation project we ask our clients to submit their name and title, contact information, company name, subject matter of the documents, target and source languages, number of words, desired project deadline, any specific instructions, and billing information.

2.-We analyze the project and after we review the information submitted, we will assess the complexity, including the types of industry experts required, the target language and scope of the project.

3.-We are ready to send a quote and for project approval

4.-Once we received approval, project coordinator will select the linguist.

5.-After the translated material is completed; an equally qualified linguist edits the translated document for accuracy.

6.-The translation is reviewed and final delivery is made. Translation Coordinator is available if any client's inquiry.

(2.2) LAMP has 14 full-time staff members and 285 trained on-call interpreters/translators who collectively are fluent in more than 45 languages. LAMP's services are available 24/7.

3.

(3.1) Language Access Multicultural People (LAMP) will provide written translation services to the State of Missouri.

(3.2) currently, all interpreters employed by LAMP are Missouri based and pay the appropriate taxes to the State.

(3.3) Lamp is a nonprofit organization part of Catholic Family Services. Any revenue acquired supports the Charities' state-wide programs.

4. PRICING PAGE

4.1 **Written Language Translation Services** – The vendor shall provide a firm, fixed price for each of the following for the original contract period and a maximum price for each potential renewal period for providing services in accordance with the provisions and requirements of this RFP. (UNSPSC 82111804)

Each price must be the price applicable for all languages identified as mandatory. Different pricing for any of the languages identified as mandatory will not be accepted and shall not be submitted.

The vendor shall not include a minimum charge for written language translation services.

All costs associated with providing the required written language translation services, with the exception of the cost to return the translated documents to the state agency, shall be included in the stated prices.

Mandatory Languages: Arabic, Bosnian, Burmese, Cambodian, Chinese, Farsi, French, German, Greek, Hmong, Hindi, Italian, Japanese, Korean, Nepali, Romanian, Russian, Somali, Spanish, Ukrainian, Urdu, and Vietnamese				
Line Item	Description	Original Contract Period Firm, Fixed price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
1	Price per Word for Written Language Translation Services	\$ <u>0.12</u> per word	\$ <u>0.12</u> per word	\$ <u>0.12</u> per word
2	Price per Hour for Copy Editing/Proofreading Services	\$ <u>29.00</u> per hour	\$ <u>29.00</u> per hour	\$ <u>29.00</u> per hour
3	Price per Hour for Formatting Written Language Translation Documents	\$ <u>29.00</u> per hour	\$ <u>29.00</u> per hour	\$ <u>29.00</u> per hour
4	Price per Placement of Translated Document on CD	\$ <u>1.00</u> per CD	\$ <u>1.00</u> per CD	\$ <u>1.00</u> per CD
5	Price per Placement of Translated Document on Flash Drive	\$ <u>14.00</u> per flash drive	\$ <u>14.00</u> per flash drive	\$ <u>14.00</u> per flash drive

4.2 **Emergency – Rush Job Services** – The vendor shall state a firm, fixed percentage of a total written language translation service job charged to the state agency, if the state agency requested emergency-rush job services. The vendor shall understand and agree that the percentage quoted must remain firm and unchanged for all potential contract periods.

Line Item 6 15% Firm, fixed percentage for emergency-rush job services

4.3 **Other Languages** – The vendor should provide a list of any additional languages, for which the vendor is able to provide written language translation services at the firm, fixed prices stated above.

Albanian, Amharic, Dari, Hungarian, Kurdish, Nepali, Oromo, Portuguese, Romanian, Swahili, Taiwanese, Turkish, and Urdu.

**Hurt, Molly**

---

**From:** Hurt, Molly  
**Sent:** Tuesday, March 21, 2017 12:03 PM  
**To:** Vera, Eduardo  
**Subject:** RFPS30034901700386 for Statewide Written Translation Services Request for Additional Information

Thank you for the proposal submitted in response to RFPS30034901700386 for Statewide Written Translation Services.

Paragraph 3.7.3 of the RFP requires completion and submission of the applicable portions of Exhibit G, *Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization*, in order to affirm your enrollment and participation in the E-Verify federal work authorization program. Therefore, before the State of Missouri can consider awarding a contract to Language Access Multicultural People (LAMP), **Box B** on the Business Entity Certification, Enrollment Documentation, And Affidavit of Work Authorization Exhibit (**Exhibit G**) of the RFP, and all documentation required in **Box B** must be completed and submitted to my attention at the address indicated below.

Thank you for your attention to this matter.

*Molly (Berkbigler) Hurt*

*Buyer II  
OA, Division of Purchasing  
Phone: (573) 751-8900  
Email: [Molly.Hurt@oa.mo.gov](mailto:Molly.Hurt@oa.mo.gov)*

**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 Catholic Charities of St. Louis (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.

# E-Verify



Company ID Number: 851145

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

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(i)) 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



(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](mailto: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



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

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

- 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

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

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,

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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: 851145

Approved by:

<b>Employer</b> Catholic Charities of St. Louis	
<b>Name (Please Type or Print)</b> Les Lexow	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 02/06/2015
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 02/06/2015



DOLORIS M. DANIELS  
My Commission Expires  
July 28, 2017  
St. Louis City  
Commission #13403737

*Dolores M. Daniels*  
DOLORIS M DANIELS



Company ID Number: 851145

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Catholic Charities of St. Louis
Company Facility Address	4532 Lindell Blvd. St Louis, MO 63108
Company Alternate Address	
County or Parish	SAINT LOUIS CITY
Employer Identification Number	430653270
North American Industry Classification Systems Code	624
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	1

# E-Verify

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Company ID Number: 851145

**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: 851145

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

Name	Les Lexow
Phone Number	(314) 367 - 5500 ext. 1122
Fax Number	(314) 367 - 2982
Email Address	llexow@ccstl.org



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## Hurt, Molly

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**From:** Hurt, Molly  
**Sent:** Tuesday, March 21, 2017 12:04 PM  
**To:** Vera, Eduardo  
**Subject:** RFPS30034901700386 for Statewide Written Translation Services Request for Additional Information  
**Attachments:** How to obtain Vendor No Tax Due.docx

The State of Missouri, Division of Purchasing (Purchasing) has received your response to RFPS30034901700386 for Statewide Written Translation Services.

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order for Purchasing to be able to consider your response to the RFP noted above, you must verify that you are either registered to collect sales and/or use tax in Missouri, or you are not making retail sales of tangible personal property or providing taxable services in Missouri. You can provide this verification by submitting an official "Vendor No Tax Due" certificate issued by the Missouri Department of Revenue. The Department of Revenue will issue the "Vendor No Tax Due" certificate if you are properly registered to collect and have properly remitted sales and/or use tax, or if you are not making retail sales in Missouri. Once the "Vendor No Tax Due" certificate is issued, submit it **NO LATER THAN April 4, 2017** to my attention at the address noted above. (The certificate may also be faxed to my attention at 573-526-9816 or scanned/emailed to me at [molly.hurt@oa.mo.gov](mailto:molly.hurt@oa.mo.gov).) **If you do not provide the "Vendor No Tax Due" certificate by the date specified above and/or maintain a compliant tax status, it may render your proposal unacceptable for further consideration.**

You may obtain a "Vendor No Tax Due" certificate by contacting the Missouri Department of Revenue. The attached document provides information on how to obtain the "Vendor No Tax Due" certificate. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>. **Make sure you request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement.**

***Molly (Berkbigler) Hurt***

*Buyer II  
OA, Division of Purchasing  
Phone: (573) 751-8900  
Email: [Molly.Hurt@oa.mo.gov](mailto:Molly.Hurt@oa.mo.gov)*

TAXATION DIVISION  
P O BOX 3666  
JEFFERSON CITY MO 65105-3666



*Missouri*  
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268  
Fax: (573) 522-1265  
E-mail: [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov)

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LANGUAGE ACCESS MULTICULTURAL PEOPLE LLC  
8050 WATSON RD SUITE 340  
SAINT LOUIS MO 63119

April 3, 2017

RE: FEDERAL IDENTIFICATION NUMBER: 431307878

Dear SIR OR MADAM:

Thank you for contacting the Department of Revenue. This is in response to your request for a Vendor No Tax Due in accordance with House Bill 600, Section 34.040.7 RSMo.

Enclosed please find the requested Vendor No Tax Due.

If you require additional information, please feel free to contact us at the above address or telephone number.

TAXATION DIVISION

TF:DU3393

Enclosure

CBN045  
201709300300615

TAXATION DIVISION  
P O BOX 3666  
JEFFERSON CITY MO 65105-3666



*Missouri*  
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268  
Fax: (573) 522-1265  
E-mail: taxclearance@dor.mo.gov

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## VENDOR NO TAX DUE

LANGUAGE ACCESS MULTICULTURAL PEOPLE LLC    DATE ISSUED:    APRIL 3, 2017  
8050 WATSON RD SUITE 340  
SAINT LOUIS MO 63119

FEDERAL IDENTIFICATION NUMBER: 431307878

The Missouri Department of Revenue certifies that based on the information provided the above listed taxpayer/vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. As a result, the above vendor and its disclosed affiliates are in compliance with Section 34.040.7, RSMo.

This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Department as a result of audit or determination of successor liability.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

DIRECTOR OF REVENUE OR DELEGATE  
STATE OF MISSOURI

BY:

A handwritten signature in black ink that reads "Esta Zaring".

Esta Zaring  
Administrator, Business Tax

TF:DU3393

CBN045  
201709300300615







STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF PURCHASING (PURCHASING)  
 REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901700386  
 TITLE: Written Language Translation Services  
 ISSUE DATE: 12/13/16

REQ NO.: N/A  
 BUYER: Molly Hurt  
 PHONE NO.: (573) 751-8900  
 E-MAIL: Molly.Hurt@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 1/11/17 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: PURCHASING		PURCHASING
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

**SIGNATURE REQUIRED**

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

# Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at [https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf). (This document is also on the Bid Board referenced above.)

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf).

- Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
- In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

**Addendum Document:** If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select, and** then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select, and** then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
  2. Select the **Solicitations** tab.
  3. Select **View Current Solicitations**.
  4. Select **My List**.
  5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
  6. Click on **Review Response** from the navigation bar.
  7. Click on **Retract** if your response needs to be revised.
  8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
  9. Click on **Respond** and revise as applicable.
  10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES**: Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

**End of Instructions for Submitting Solicitation Response**

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of written language translation services as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - I
- 6) Terms and Conditions
- 7) Attachments 1 - 2 The vendor is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the MissouriBUYS web site at: <https://www.missouribuys.mo.gov>. It shall be the sole responsibility of the vendor to obtain each of the attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain a copy of the attachments.

### 1.2 Background Information:

1.2.1 Various State of Missouri agencies such as the Department of Mental Health, the Department of Health and Senior Services, the Department of Social Services, the Department of Labor and Industrial Relations, the Department of Economic Development Division of Workforce Development etc. have utilized the written translation services contracts.

- a. The languages which have been most frequently translated are as follows: Arabic, Bosnian, Burmese, Chinese, Farsi, French, Hmong, Korean, Russian, Somali, Spanish, and Vietnamese.

1.2.2 There are current contracts for written language translation services. A copy of the contracts can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the internet at: <http://oa.mo.gov/purchasing>. In addition, all proposal and evaluation documentation leading to the award of those contracts may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z14060 or the contract numbers C314060001, C314060002, C314060003, and C314060004 when searching for these documents.

1.2.3 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## 2. CONTRACTUAL REQUIREMENTS

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide written translation services for any agency of the State of Missouri (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.
- a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the University of Missouri system and the Judicial and Legislative branches of the State of Missouri.
- 2.1.2 The contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to "the contractor" throughout this document shall also be deemed to include the person/personnel provided by the contractor.
- 2.1.3 Mandatory Languages – If a state agency requests written language translation services for any of the following languages, the contractor must perform the written language translation services as requested.
- a. Arabic;
  - b. Bosnian;
  - c. Burmese;
  - d. Cambodian;
  - e. Chinese;
  - f. Farsi;
  - g. French;
  - h. German;
  - i. Greek;
  - j. Hmong;
  - k. Hindi;
  - l. Italian;
  - m. Japanese;
  - n. Korean;
  - o. Nepali;
  - p. Romanian;
  - q. Russian;
  - r. Somali;
  - s. Spanish;
  - t. Ukrainian;
  - u. Urdu; and
  - v. Vietnamese.
- 2.1.4 Other Languages – If a state agency requests written language translation services for other languages proposed by the contractor on the Pricing Page of the contractor's awarded proposal, the contractor shall perform the written language translation service as requested.
- 2.1.5 The contractor shall perform all services to the sole satisfaction of the state agency.
- 2.1.6 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.

- 2.1.7 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide written language translation services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 2.1.8 The contractor shall provide all written language translation services within the United States. The contractor shall not provide offshore services.
- 2.2 Assignment of Services Requirements:**
- 2.2.1 In the event multiple contracts exist for a particular language, the state agency shall contact the lowest priced contractor for the particular language for written language translation services, except as otherwise stated herein.
- a. Upon request by the state agency for written translation services, the contractor shall review the anticipated needs of the state agency and shall advise the state agency within twenty-four (24) hours after receipt of the state agency's request whether services for written translation services can be provided by the contractor within the timeframe specified by the state agency.
  - b. In the event the lowest priced contractor is unable to provide the requested written language translation services due to unavailability of a qualified translator, in the event of a determination by the state agency of an unacceptable translator, or in the event the contractor doesn't respond within a required timeframe, the state agency shall contact the next lowest priced contractor. If additional contracts exist, the state agency shall continue to use the same criteria to arrange for written language translation services until the needs of the state agency are met.
  - c. The contractor must decline to provide the requested written translation service if competent translators in the requested language are not available in the timeframe required by the state agency.
  - d. If requested by the state agency, the contractor shall provide resumes with references for written language translators available for use by the state agency. The contractor shall not be required to submit more than six (6) resumes.
  - e. Based on the reviews of resumes, security clearance information required elsewhere herein, or prior experience with a written language translator, the state agency reserves the right to determine any written language translator as unacceptable and to reject any or all of the written language translators selected by the contractor as unacceptable. The state agency should provide the contractor with justification for the rejection; however, the decision of the state agency shall be final and without recourse.
- 2.2.2 For emergency-rush job services, the contractor must immediately advise the state agency if the contractor can meet the state agency's needs regarding written translation services. If the contractor does not contact the state agency within a reasonable timeframe (as determined by the state agency on a case by case basis depending on the required emergency written translation services), the contractor shall agree and understand that the state agency shall have the right to contact the next lowest priced contractor to obtain the necessary emergency written language translation services. For purposes of this document, an emergency-rush job services shall be defined as services requested within twenty-four (24) hours or services that require written language translation in excess of two thousand (2,000) words in an eight (8) hour day.

2.2.3 In the event the contractor is unable to perform written language translation services on a consistent basis as determined by the State of Missouri, the contractor may be considered to be in breach of contract and subject to appropriate action and remedies by the State of Missouri, Division of Purchasing.

### 2.3 Specific Performance Requirements:

2.3.1 The contractor shall provide written language translation services which shall include the following:

- a. The contractor shall translate the document at the same reading level as the document provided to the contractor.
- b. The contractor shall translate the document in a format specified by the state agency. All documents must be provided in written form unless otherwise approved by the state agency.
  - 1) The state agency may request translated documents be formatted in the same manner as the documents submitted for translating.
  - 2) The state agency may request translated documents be formatted and saved on a CD or flash drive.
- c. The contractor shall review each translated document prior to delivery to the state agency to ensure that the translated document is linguistically accurate and consistent with the formatting and technical specifications of the original document.
- d. All written language translations are subject to review by another translator or another qualified party (at the state agency's cost) for accuracy. The state agency is not required to provide prior notice to the contractor of the review.
- e. The contractor shall agree and understand that the final judge of the quality of written language translation services provided by the contractor shall be the state agency.
  - 1) If it is determined by the state agency that any completed written language translation is unacceptable, the contractor shall provide a replacement written language translation at no additional cost to the state agency in a timeframe determined by the state agency.
  - 2) The contractor shall agree that the accuracy of the written language translation(s) shall be to the sole satisfaction of the state agency. Upon request by the state agency, the contractor shall correct written language translations in order to improve the quality of a written language translation.

2.3.2 The contractor shall provide written language translation services using written language translators who comply with the following requirements:

- a. Must be competent in the state agency requested language;
- b. Must possess sufficient education, training, and experience to proficiently translate written English documents to the state agency requested language or documents from the state agency requested language to written English documents. The contractor agrees that the demonstrated proficiency of the written language translator shall be to the sole satisfaction of the state agency and also agrees to replace any written language translator that does not demonstrate satisfactory proficiency.
  - 1) A single written language translator shall be used to complete each document to ensure continuity and consistency in terminology, syntax, and style. Written language translations



shall be correct in industry-specific terminology, ethnically sensitive tone, and appropriate marketing dialogue.

- c. If required by the state agency, written language translators must be accredited through the American Translator Association.
  - d. Written language translators shall not provide services in excess of forty (40) hours per week for an individual state agency, unless requested or approved by the state agency.
    - 1) For purposes of this document, a week shall be defined as a period of seven (7) continuous calendar days.
  - e. If requested by the state agency, any written language interpreter provided by the contractor must have a successful security background check performed by the Missouri State Highway Patrol at the expense of the contractor prior to the provision of services. Proof of a successful security background check shall be provided to the state agency upon request.
- 2.3.3 In accordance with all applicable laws, regulations, and procedures, the contractor and the contractor's translator shall maintain strict confidentiality of all information and records which the contractor or the contractor's translator may come into contact with or be privy to in the course of providing services. The contractor and the contractor's translator shall affirm in writing that confidential information shall not be disclosed either during or after the provision of services or following the termination of the translator's employment/association with the contractor.
- 2.3.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 2.4 State Agency Requirements:**
- 2.4.1 The state agency will attempt to give at least twenty-four (24) hours notice to the contractor of a cancellation of services previously requested.
- 2.4.2 The state agency will provide the contractor with documents for translating. The state agency may submit the documents to the contractor via mail, fax, email, other delivery, etc.
- 2.4.3 In the event a conflict or problem occurs with any translator provided by the contractor, the state agency will notify the contractor of the conflict or problem.
- 2.5 Delivery Requirements:**
- 2.5.1 Upon the agreement by the contractor to provide written language translation services for the state agency, the state agency and the contractor shall establish a mutually agreeable timeframe for the return of translated documents to the state agency. The timeframe shall be based on the needs of the state agency. In the event of a dispute over the timeframe, the decision of the state agency shall be final and without recourse.
- 2.5.2 The contractor shall deliver translated documents by the method requested by the state agency and to the address requested by the state agency.
- 2.6 Other Requirements:**
- 2.6.1 Missouri Statewide Contract Quarterly Usage Report
- 2.6.2 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 2.6.3 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 2.6.4 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 1 which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov).
- 2.6.5 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**2.7 Invoicing and Payment Requirements:**

- 2.7.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 2.7.2 Invoicing – Upon completion of a translation job, the contractor shall invoice the state agency that received the written language translation services. The contractor's invoice must include the name of the contractor's translator who provided the written language translation service, the language translated, the number of words translated, a total price for the job, proof of the cost to return the translated document to the state agency, and if applicable, any formatting charges.
- 2.7.3 Payments – Upon receipt and approval of a properly prepared invoice from the contractor by the state agency and approval of the written translation services provided by the contractor, the contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page of the contractor's awarded proposal and in accordance with the following:
- a. The contractor shall be paid a firm, fixed price per word for written language translation services. English shall be used as the base language for calculating the number of words for translation.
  - b. The contractor shall be paid a firm, fixed price per hour for copy editing/proofing reading services.
  - c. The contractor shall be paid a firm, fixed price per hour for formatting written language translation documents.
  - d. In the event the state agency requests that written language translation documents be submitted on a CD, the contractor shall be paid the firm, fixed price per CD as stated on the Pricing Page of the contractor's awarded proposal.
  - e. In the event the state agency requests that written language translation documents be submitted on a flash drive, the contractor shall be paid the firm, fixed price per flash drive as stated on the Pricing Page of the contractor's awarded proposal.
  - f. In the event the contractor provides written language translation services for an emergency-rush job as defined herein, the contractor shall be paid in accordance with the firm, fixed percentage of the total written language translation job charged for such service as stated on the Pricing Page in addition to the price per word for written language translation services.
    - 1) For example, if the total written language translation job is one hundred dollars (\$100) and the emergency-rush job firm, fixed percentage of the total written language translation job is ten percent (10%), the contractor shall be paid an additional ten dollars (\$10) for a total of one hundred and ten dollars (\$110) for the emergency-rush job written language translation job.

- g. In the event the contractor provides written language translation services for any additional languages specified on the Pricing Page of the contractor's awarded proposal, the contractor shall be paid in accordance with the firm, fixed price per word for each specified language.
- h. The contractor shall be responsible for any costs related to correcting written language translations formatted or translated incorrectly. Payments will not be made for written language translations that are not completed in accordance with any corrections requested by the state agency.
- i. The contractor shall be reimbursed for the cost to return the translated documents to the state agency upon proof of cost.

The contractor shall understand that each state agency shall be responsible for the payment of written language translation services provided for that state agency only.

2.7.4 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.7.5 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

2.7.6 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.

2.7.7 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

2.7.8 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

## 2.8 Missouri Statewide Contract Quarterly Administrative Fee:

2.8.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

2.8.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15<sup>th</sup> calendar day of the month immediately following the end of the calendar quarter, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.8.3 Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor

understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.8.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.8.5 Missouri Statewide Contract Quarterly Administrative Fee Report:

2.8.6 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

2.8.7 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.8.8 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 2. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing,  
P.O. Box 809, Jefferson City MO 65102-0809  
OR  
Division of Purchasing,  
301 West High Street, Room 630, Jefferson City, MO 65101-1517
- **Fax:** (573) 526-9815
- **Email:** [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov)

2.8.9 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.9 **Other Contractual Requirements:**

2.9.1 Contract - A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any

contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.9.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.9.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 2.9.4 Termination - The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.9.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.9.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.

- a. Therefore, the contractor must have and maintain insurance in compliance with the following:
  - 1) Liability Insurance – The contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc.
    - The limits of liability for all types of liability coverage shall not be less than \$2,000,000 per occurrence.
    - The general and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured.
    - Self-insurance coverage or another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
  - 2) Errors and Omissions Liability Insurance - The State of Missouri will not be responsible for any mistakes or omissions by any contractor in performance of services provided under contract. Limitation of liability includes, but is not limited to, unintentional, negligent, willful or intentional mistakes or omissions by any contractor, employee of contractor, or subcontractor. Furthermore, the State of Missouri will not be responsible for any acts of the contractor that occur during the course of the performance of the contract, but are not related to the services being provided. These acts include all criminal and civil acts that may give rise to liability. The contractor and subcontractor(s) shall have and maintain Errors and Omissions Liability insurance with minimum limits of \$1,000,000 per incident, loss or person, as applicable. If defense costs are paid within limit of liability, the contractor shall maintain limits of \$2,000,000 per incident, loss or person as applicable.
- b. The contractor shall provide written evidence of the insurance to the state agency prior to performance under the contract. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement for the general and other non-professional liability insurance naming the State of Missouri as an additional insured and for the crime insurance/Dishonesty Bond, naming the State of Missouri as a loss payee, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage.

- c. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

2.9.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
  - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
  - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.9.8 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
- b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.



- 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 days after the effective date of the first renewal period the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.
- 2.9.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.
- 2.9.10 Authorized Personnel:
- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
  - c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
  - d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
    - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
    - 2) Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

- 3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 2.9.11 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.9.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.
- 2.9.13 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 2.9.14 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
  - b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 2.10 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
- 2.10.1 Applicable Laws and Regulations - In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.
- a. Uniform Administrative Requirements - OMB Circular A-102 - Grants and Cooperative Agreements with State and Local Governments; and 2 CFR 215 - Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
  - b. Cost Principles:
    - 1) 2 CFR 225 - State, Local and Indian Tribal Governments (OMB Circular A-87);
    - 2) 2 CFR 230 - Non-Profit Organizations (OMB Circular A-122);
    - 3) 2 CFR 220 Educational Institutions (OMB Circular A-21);
    - 4) 48 CFR 31.2 - For-Profit Organizations; and

## 5) 45 CFR 74 Appendix E – Hospitals.

- 2.10.2 Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. The percentage of the total costs of the program or project which will be financed with Federal funds;
  - b. The dollar amount of Federal funds for the project or program; and
  - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 2.10.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 2.10.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 2.10.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 2.10.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 2.10.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 2.10.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 2.10.9 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:  
(<http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>)
- 2.10.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 2.10.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

2.10.12 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- h. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
- i. Missouri Governor's E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

## 2.11 Business Associate Provisions:

2.11.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

- a. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
  - 1) "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - 2) "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
  - 3) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
  - 4) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

- 5) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - 6) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
  - 7) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - 8) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - 9) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - 10) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
  - 11) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
  - 12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
  - 13) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
  - c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
  - d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

**2.11.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:**

- a. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.
- b. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- c. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- d. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- e. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- f. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
- g. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
- h. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

**2.11.3 Obligations and Activities of the Contractor:**

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
  - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
  - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
  - 3) Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
  - 4) Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

- 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
  - d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
  - e. By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
  - f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
  - g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
  - h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
  - i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security

- Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
  - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its



employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

#### 2.11.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

2.11.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

2.11.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

### 3. PROPOSAL SUBMISSION INFORMATION

#### 3.1 Submission of Proposals:

3.1.1 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.

- a. The exhibits, forms, and Pricing Page provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
- b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page, etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
- c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

3.1.2 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

- a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
- b. The vendor should include three (3) additional copy along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.

3.1.3 Confidential Materials: Pursuant to section 610.021, RSMo, the vendor's proposal and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

- a. The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "*liberally construed and their exceptions strictly construed*" to promote the public policy that records are open unless otherwise provided by law.
- b. Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a

contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. The vendor should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety.

- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
  - 1) Vendor's entire proposal;
  - 2) Vendor's pricing;
  - 3) Vendor's proposed method of performance including schedule of events and/or deliverables;
  - 4) Vendor's experience information including customer lists or references; and
  - 5) Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- d. On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website and attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- e. Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal and submits information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- f. Imaging Ready - Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system.
  - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid and Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.
  - 2) Also, in preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should

limit proposal content to items that provide substance, quality of content, and clarity of information.

- 3.1.4 To facilitate the evaluation process, the vendor is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. The proposal should be page numbered.
  - b. The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.
  - c. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
- 3.1.5 Questions Regarding the RFP – Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
  - b. Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Written records of the questions and answers will not be maintained. Vendors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.
  - c. The vendor may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
- 3.2 Competitive Negotiation of Proposals -** The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
  - 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.
  - 3.2.3 Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

**3.3 Evaluation and Award Process:**

3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contracts shall be awarded to the lowest and best proposals.

Cost	100 points
Vendor's Experience and Reliability, Expertise of Personnel, and Method of Performance	90 points
MBE/WBE Participation	10 points
<b>TOTAL</b>	<b>200 points</b>

3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the vendor, if deemed necessary by the Division of Purchasing. In addition, the vendor may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the vendor's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing.

3.3.3 The State of Missouri reserves the right to award up to three (3) contracts.

**3.4 Evaluation of Cost:**

3.4.1 Pricing – The vendor must provide pricing for all line items as required on the Pricing Page.

3.4.2 Objective Evaluation of Cost – The cost evaluation shall be based on the sum of the (1) price per word for written language translation services multiplied by 60,000 words for mandatory languages, plus, (2) price per hour for copy editing/proofreading services multiplied by 160 hours, plus, (3) price per hour for formatting written language translation documents multiplied by 160 hours, plus (4) price per placement of translated document on CD, plus, (5) price per placement of translated document on Flash Drive, plus, (6) the percentage quoted on the Pricing Page for emergency-rush jobs using a hypothetical annual figure of \$600.

- a. The evaluation of cost will include the original contract period and any potential renewal periods.
- b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost Evaluation points (100)}}{100} = \text{Assigned Cost Points}$$

- c. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

**3.5 Evaluation of Vendor's Experience and Reliability, Expertise of Personnel, and Method of Performance:**

3.5.1 Experience and reliability of the vendor's organization will be considered subjectively in the evaluation process. Therefore, the vendor is advised to submit information concerning the vendor's organization and information documenting the vendor's experience in past performances, especially those performances related to the requirements of this RFP. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.

- a. Vendor Information - The vendor should provide information about the vendor's organization on Exhibit A.
- b. Experience - The vendor should provide information related to previous and current services/contracts of the vendor or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.
  - 1) As part of the evaluation process, the State of Missouri may contact the vendor's references, including references not listed or identified within the vendor's proposal but who have current or previous experiences with the vendor.
  - 2) The vendor shall agree and understand that the State of Missouri is not obligated to contact the vendor's references.

3.5.2 The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- a. Personnel Expertise - The vendor should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The vendor may also submit resumes for such key personnel.
  - 1) The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.
- b. Personnel Qualifications - If personnel are not yet hired, the vendor should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.5.3 Evaluation of Method of Performance - Proposals will be subjectively evaluated based on the vendor's plan for performing the requirements of the RFP. Therefore, the vendor should present information which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and which confirms the vendor's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

- a. Description of Proposed Services - Exhibit D is provided for the vendor's use in providing information about the proposed method of performance. In addition, each paragraph within the Contractual Requirements should be addressed by providing a description of how the vendor proposes to perform or comply with the requirement and otherwise detailing the vendor's understanding and ability to successfully perform the requirement. When responding to the appropriate provisions in the Contractual Requirements, the vendor should identify the paragraph or subparagraph number and then provide the additional elaboration describing the vendor's plans for performing or meeting the requirement.

**3.6 Evaluation of Vendor's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:**

3.6.1 In order for the Division of Purchasing (Purchasing) to meet the provisions of Executive Order 05-30, the vendor should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

3.6.2 The vendor's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Vendors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Vendors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Vendors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.6.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Vendor's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \begin{matrix} \text{Maximum} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{Evaluation points} \\ \text{(10)} \end{matrix} = \begin{matrix} \text{Assigned} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{points} \end{matrix}$$

3.6.4 If the vendor is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the vendor must provide the following information with the proposal.

- a. Participation Commitment - If the vendor is proposing MBE/WBE participation, the vendor must complete Exhibit E, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.
  - b. Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- 3.6.5 Commitment – If the vendor’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the vendor on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.
- 3.6.6 Definition -- Qualified MBE/WBE:
- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
  - b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
  - c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.
- 3.6.7 Resources - A listing of several resources that are available to assist vendors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)  
 Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809  
 Phone: (877) 259-2963 or (573) 751-8130  
 Fax: (573) 522-8078  
 Web site: <http://o eo .mo .gov>

**3.7 Miscellaneous Submittal Information:**

- 3.7.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.



a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the following information with the proposal:

- **Participation Commitment** - The vendor must complete Exhibit E, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- **Documentation of Intent to Participate** - The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following internet address:

<http://dese.mo.gov/special-education/sheltered-workshops/directories>

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

d. **Commitment** - If the vendor's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.

3.7.2 Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and I CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:
  - Participation Commitment - The vendor must complete Exhibit E, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
  - Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
    - ✓ a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
    - ✓ a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

NOTE:

- a) If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b) If the SDVE and SDV are listed on the following internet address, the vendor is not required to provide the SDV Documents listed above.  
<http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>

- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
- 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
  - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
  - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
  - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
  - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

3.7.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit G must be submitted prior to an award of a contract.

3.7.4 Debarment Certification – The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., Exhibit H with the proposal. This document must be satisfactorily completed prior to award of the contract.

3.7.5 The vendor should complete and submit Exhibit I, Miscellaneous Information.

3.7.6 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)

- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

4. **PRICING PAGE**

4.1 **Written Language Translation Services** – The vendor shall provide a firm, fixed price for each of the following for the original contract period and a maximum price for each potential renewal period for providing services in accordance with the provisions and requirements of this RFP.  
(UNSPSC 82111804)

Each price must be the price applicable for all languages identified as mandatory. Different pricing for any of the languages identified as mandatory will not be accepted and shall not be submitted.

The vendor shall not include a minimum charge for written language translation services.

All costs associated with providing the required written language translation services, with the exception of the cost to return the translated documents to the state agency, shall be included in the stated prices.

Mandatory Languages: Arabic, Bosnian, Burmese, Cambodian, Chinese, Farsi, French, German, Greek, Hmong, Hindi, Italian, Japanese, Korean, Nepali, Romanian, Russian, Somali, Spanish, Ukrainian, Urdu, and Vietnamese				
Line Item	Description	Original Contract Period Firm, Fixed price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
1	Price per Word for Written Language Translation Services	\$ _____ per word	\$ _____ per word	\$ _____ per word
2	Price per Hour for Copy Editing/Proofreading Services	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
3	Price per Hour for Formatting Written Language Translation Documents	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
4	Price per Placement of Translated Document on CD	\$ _____ per CD	\$ _____ per CD	\$ _____ per CD
5	Price per Placement of Translated Document on Flash Drive	\$ _____ per flash drive	\$ _____ per flash drive	\$ _____ per flash drive

4.2 **Emergency – Rush Job Services** – The vendor shall state a firm, fixed percentage of a total written language translation service job charged to the state agency, if the state agency requested emergency-rush job services. The vendor shall understand and agree that the percentage quoted must remain firm and unchanged for all potential contract periods.

Line Item 6 \_\_\_\_\_ Firm, fixed percentage for emergency-rush job services

4.3 **Other Languages** – The vendor should provide a list of any additional languages, for which the vendor is able to provide written language translation services at the firm, fixed prices stated above.

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**EXHIBIT A**  
**VENDOR INFORMATION**

The vendor should provide the following information about the vendor's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Provide a listing of the contracts the vendor has held in the last three years for written translation services including the language translated.

Client Name	Duration of Contract	Services Provided	Language	

- c. Describe the nature the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.
- d. List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE**

The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Vendor Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For)</b>	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone Number <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

**EXHIBIT C**

**EXPERTISE OF PERSONNEL**

(Complete this Exhibit for personnel proposed. Resumes for key personnel may also be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function) _____ (Number of Hours per Month Person is Proposed to Provide Services)	



**EXHIBIT D****METHOD OF PERFORMANCE**

The vendor should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the vendor should specifically address each of the following issues:

1. The vendor should respond to the provisions in the Contractual Requirements by (1) identifying each specific paragraph and subparagraph by paragraph number and (2) providing a description of how, when, by whom, with what, to what degree, why, where, etc. the vendor will satisfy the requirements required herein.
  
2. The vendor should describe the following:
  - How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
  - Total Personnel Resources - The vendor should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the vendor has other ongoing contracts that also require personnel resources, the vendor should document how sufficient resources will be provided to the State of Missouri.
  
3. Economic Impact to Missouri - the vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
  - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
  - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
  - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

**EXHIBIT E**

**PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the vendor must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

<b>MBE Participation Commitment Table</b>		
<i>(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</i>		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed MBE</b> <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total MBE Percentage:</b>	<b>%</b>	

<b>WBE Participation Commitment Table</b>		
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed WBE</b> <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total WBE Percentage:</b>	<b>%</b>	

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

<b>SDVE Participation Commitment Table</b>		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>	<b>Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed SDVE</b> <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total SDVE Percentage:</b>	<b>%</b>	

**EXHIBIT F**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's proposal.

*~ Copy This Form For Each Organization Proposed ~*

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

**This Section To Be Completed by Participating Organization:**

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

Indicate appropriate business classification(s):

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ Organization for the Blind \_\_\_\_\_ Sheltered Workshop \_\_\_\_\_ SDVE

Name of Organization: \_\_\_\_\_

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

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

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

Address (If SDVE, provide MO Address): \_\_\_\_\_

Phone #: \_\_\_\_\_

City: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

Certification # \_\_\_\_\_

SDVE's Website Address: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_ (Please Print)

SDV's Signature: \_\_\_\_\_

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (as the participating organization) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)*

\_\_\_\_\_  
*Date  
(Dated no earlier than the RFP issuance date)*

**EXHIBIT F, continued**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following SDV documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The vendor should check the appropriate statement below and, if applicable, provide the requested information.

No, I have not previously submitted the SDV documents specified above to the Purchasing and therefore have enclosed the SDV documents.

Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Purchasing.

Date SDV Documents were Submitted: \_\_\_\_\_

Previous Proposal/Contract Number for Which the SDV Documents were Submitted:  
\_\_\_\_\_  
(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the Purchasing within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the Purchasing will remove the SDVE and associated SDV from the database.)

<b>FOR STATE USE ONLY</b>	
SDV Documents - Verification Completed By:	
_____	_____
Buyer	Date

**EXHIBIT G**

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A - CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT G, continued**

*Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.*

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



**EXHIBIT G, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

_____	_____
<i>Authorized Representative's Signature</i>	<i>Printed Name</i>
_____	_____
<i>Title</i>	<i>Date</i>
_____	_____
<i>E-Mail Address</i>	<i>E-Verify Company ID Number</i>

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_, I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

_____	_____
<i>Signature of Notary</i>	<i>Date</i>

**EXHIBIT G, continued**

*Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box E.*

**BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security - Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University\* to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University - St. Louis; Missouri Southern State University - Joplin; Missouri Western State University - St. Joseph; Northwest Missouri State University - Maryville; Southeast Missouri State University - Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_ (if known)

\_\_\_\_\_  
Authorized Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT H**

**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.

Company Name	DUNS # (if known)
Authorized Representative's Printed Name	Authorized Representative's Title
<i>Authorized Representative's Signature</i>	Date

**Instructions for Certification**

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

**EXHIBIT I**

**MISCELLANEOUS INFORMATION**

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

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

**Employee/Conflict of Interest:**

<p>Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:</p>	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**Registration of Business Name (if applicable) with the Missouri Secretary of State:** The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

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

<b>Proposed Subcontractor Name and Address</b>	<b>Service Proposed to be Provided by the Proposed Subcontractor</b>

**Attachments #1-2**

**The Attachments are a separate link that must be downloaded separately from the MissouriBUYS Statewide eProcurement System at: <https://missouribuy.com/bidboard.html>.**

**STATE OF MISSOURI  
DIVISION OF PURCHASING  
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing (Purchasing). The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a supplier, vendor, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.com>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP

was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

#### 4. PREPARATION OF PROPOSALS

- a. Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

#### 5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### 6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.



- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize *certified minority and women-owned businesses* in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

### 13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

### 14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

### 15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

### 16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

### 17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the vendor/contractor.

### 18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Purchasing immediately.
- b. Upon learning of any such actions, Purchasing reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

### 19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

### 20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age,

disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## 21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## 22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

## 23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 10-19-15

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the 5th day of September 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 #1 to 19-15JUL14 – Logging & Recording System for Joint Communications.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment #1 for Logging and Recording System for Joint Communications.

Done this 5th day of September, 2017.

ATTEST:

*Taylor W. Burks*  
Taylor W. Burks  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Absent*

Janet M. Thompson  
District II Commissioner

400-2017

# Boone County Purchasing

Robert Wilson  
Buyer



613 E. Ash St, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: August 28, 2017  
RE: Amendment #1 to Contract 19-15JUL14 – Logging & Recording System  
for Joint Communications

The name on Contract 19-15JUL14 – Logging & Recording System for Joint Communications is being changed from Dictation Sales and Services, Inc. to Dictation Sales and Services, Inc. dba Equature.

cc: Contract File  
Dave Dunford, Radio Consultant  
Chad Martin, Director Joint Communications

**CONTRACT AMENDMENT NUMBER ONE**

**PURCHASE AGREEMENT FOR  
LOGGING & RECORDING SYSTEM  
FOR BOONE COUNTY PUBLIC SAFETY JOINT COMMUNICATIONS  
BOONE COUNTY, MISSOURI**

The Agreement **19-15JUL14** dated November 18, 2014 made by and between Boone County, Missouri and Dictation Sales and Services, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Change name on contract from Dictation Sales and Services, Inc. to Dictation Sales and Services, Inc, dba Equature.
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.

**DICTION SALES & SERVICES, INC.  
DBA EQUATURE**

**BOONE COUNTY, MISSOURI**

by *Gloria Kaminski*  
title ADMINISTRATOR

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

APPROVED AS TO FORM:

ATTEST:

*[Signature]*  
County Counselor

*Taylor W. Burks*  
Taylor Burks, 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.)

*Jane Pitchford* by *[Signature]* 08/29/17 2703-70050  
Signature Date No Encumbrance Required Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 5th day of September 20 17

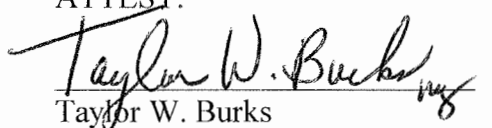
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Letter of Agreement between Boone County, The Department of Homeland Security and the Federal Emergency Management Agency for Conduct of an Integrated Emergency Management Course.

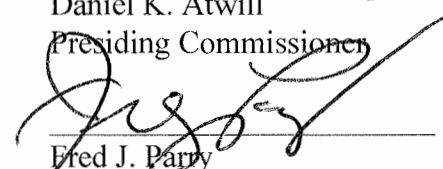
The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Letter of Agreement.

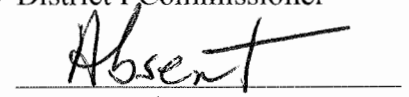
Done this 5th day of September, 2017.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

Emergency Management Institute  
U.S. Department of Homeland Security  
16825 South Seton Avenue  
Emmitsburg, Maryland 21727



**FEMA**

**JUN 19 2017**

Terry Cassil  
Director  
Columbia-Boone County  
2145 County Drive  
Columbia, MO, 65202

Subject: Engagement Letter

Dear Mr. Cassil:

I am pleased to confirm the commitment of the Federal Emergency Management Agency (FEMA), Emergency Management Institute (EMI), to conduct a community-specific Integrated Emergency Management Course (IEMC) for Columbia-Boone County, Missouri, at the National Emergency Training Center (NETC) in Emmitsburg, Maryland, November 13-16, 2017. Our next steps are contingent upon receiving a signed copy of the enclosed Letter of Agreement (LOA). Please sign and return this LOA by August 15, 2017.

Your IEMC will be assigned a class manager and an exercise director from the IEMC training staff. Within one month of receipt of your signed LOA, the class manager will contact your community point of contact to begin the process of building an IEMC specific to Columbia-Boone County, Missouri. Among the first steps of this process will be the conduct of a virtual Pre-Course Analysis meeting. This meeting will facilitate a discussion of the course details and requirements; and will allow the assigned exercise director and class manager to begin gathering needed information from and about Columbia-Boone County, Missouri.

Experience has shown that this course is most successful when chief elected and/or appointed officials, executives and department heads participate and learn how to enhance their community's emergency management system. The active participation of these officials is a key factor considered by EMI in assessing the value and benefit of conducting an IEMC program for your jurisdiction.

To meet federal requirements, the class manager and exercise director will need to complete all course related documents no later than 16 weeks prior to the start of your IEMC. This will include instructional and exercise related material provided by Columbia-Boone County, Missouri.

The following documents are enclosed to assist with the design and development of the course; IEMC Course Development Information; FEMA/EMI Recommended Participant list; NETC Standard Operating Procedure 119-24 explaining the stipend system; NETC Standard Operating



Terry Cassil, Director  
Page 2

Procedures 119-22 identifying the policies, procedures and standards of conduct on Federal property at NETC; and a template for community submitted Section 508 compliant material. A Student Identification (SID) Number is required to complete General Admissions Application (FEMA Form 119-25-1). If participants do not have a SID, they may register and obtain a SID number at <https://cdp.dhs.gov/femasid>. When they enter and use the system they will be able to print off and retain a student identification card.

In addition to providing an opportunity for team building among represented departments and agencies, the exercises conducted during the course often reveal areas where plans and procedures need to be modified or additional staff training is required. Since course development and delivery involves a substantial resource commitment by both FEMA and your jurisdiction, we also encourage participants make a commitment to continue to work together after the course to improve their emergency management capabilities and address any deficiencies noted during the exercise. We appreciate your support in ensuring that the appropriate follow-up activities occur, including submission of a brief report to us (see Letter of Agreement §1.i).

We look forward to working with you and your staff in the development and delivery of this community-specific IEMC. If you have questions about your upcoming IEMC, please contact Hakim B. Allah, D.M., Chief, Integrated Emergency Management Branch, EMI, at 301-447-1097 or email [hakim.allah@fema.dhs.gov](mailto:hakim.allah@fema.dhs.gov).

Sincerely,



Tony Russell, CEM  
Superintendent  
Emergency Management Institute

Enclosures

Letter of Agreement

Integrated Emergency Management Course (IEMC) Course Development Information

FEMA/EMI Recommended Participant List

NETC SOP 119-24 – Administration of the Student Stipend Program

NETC SOP 119-22 – Conduct on the NETC Campus

cc:

Kathy Fields, Regional Administrator (Acting), FEMA Region VII

Tom Akins, Regional Training Manager, FEMA Region VII

Dennis Prevett, Federal Preparedness Coordinator, FEMA Region VII

Jack Raetz, State Training Officer, Missouri State Emergency Management Division

**LETTER OF AGREEMENT  
BETWEEN  
COLUMBIA-BOONE COUNTY, MISSOURI  
DEPARTMENT OF HOMELAND SECURITY,  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
FOR CONDUCT OF AN  
INTEGRATED EMERGENCY MANAGEMENT COURSE**

By acceptance of the Federal Emergency Management Agency's (FEMA)/Emergency Management Institute's (EMI) offer to conduct an Integrated Emergency Management Course (IEMC) at the National Emergency Training Center (NETC) in Emmitsburg, Maryland, for Columbia-Boone County, Missouri, November 13-16, 2017, we mutually agree to the following conditions:

**1. Columbia-Boone County, Missouri will:**

- a. Recommend key elected and appointed officials attend the entire course and participants represent positions consistent with those contained on the FEMA/EMI Recommended Participant List, as appropriate for your jurisdiction.
- b. In addition to personnel listed on the Recommended Participant List, at a minimum, provide one qualified individual from each of the following disciplines to assist by working in the exercise control group: fire, Emergency Medical System (EMS), law enforcement, and public works. Other individuals may be needed for specialized assistance to include emergency management, public health, hospital/medical, community/human services (mass care/shelter) and public administration.
- c. Provide FEMA with copies of plans [(e.g., emergency operations, Continuity of Operations (COOP), Continuity of Government (COG)], standard operating procedures, maps, etc., needed for exercise scenario development.
- d. Provide a Community Point of Contact (POC) who has principle responsibility for emergency management/homeland security in the Columbia-Boone County, Missouri to meet with FEMA staff during virtual Pre-Course Analysis (PCA) meetings to:
  - address course logistics and requirements;
  - determine and select the type of hazard(s) and core capabilities to be addressed during course exercises;
  - establish course objectives;
  - assist in assembling an exercise design team meeting (initial planning conference) for the course exercise activities; and
  - in conjunction with the EMI POC, establish a mutually agreed upon strategy/timeline for periodic communication and coordination updates/status to be used prior to course start date.
- e. Provide Community POC (who may be the same person as in (§1.f) to coordinate student logistics, including: collecting and forwarding applications; classroom and exercise facility audiovisual and communication needs; arranging for classroom breaks, etc.

Letter of Agreement

Page 2

- f. Each participant will need to complete and submit the General Admissions Application (FEMA Form 119-25-1) to the Community POC. If participants need to obtain a Student Identification (SID) number have them register at <https://cdp.dhs.gov/femasid>. Typically, a minimum of 55 students are required to conduct this course with a not to exceed of 75 students. The applications will be submitted no later than 6 weeks prior to the course start date by the Community POC either by email at [netc-admissions@fema.dhs.gov](mailto:netc-admissions@fema.dhs.gov) or by mail to:

National Emergency Training Center  
Attn: Admissions Office  
16825 South Seton Avenue  
Emmitsburg, MD 21727

- g. Acknowledge that student stipends will be reimbursed to the individual participants from the jurisdiction in accordance with National Emergency Training Center (NETC) Standard Operating Procedures 119-24 (enclosed).
- h. Comply with NETC Standard Operating Procedures 119-24 regarding non-reimbursable items; i.e., meal ticket, break ticket, etc.
- i. Within six (6) months after the training, provide the Integrated Emergency Management Branch Chief with a HSEEP-consistent After-Action Report to [fema-emi-iemb@fema.dhs.gov](mailto:fema-emi-iemb@fema.dhs.gov).
- j. Comply with NETC Standard Operating Procedures 119-22 regarding the policies, procedures and standards of conduct on Federal property at NETC
- k. Section 508 of the American with Disabilities Act Compliance:
- all electronic and information technology deliverables developed for EMI will meet the standard outlined in Section 508 of the American with Disabilities Act. If proposing the addition of any non-FEMA materials for inclusion in the training, all materials must be submitted 16 weeks in advance of November 13, 2017, no later than July 24, 2017.
  - agree that materials that are not submitted before the deadline to be made Section 508 compliant will not be incorporated into the Integrated Emergency Management Course (IEMC).
  - FEMA reserves the right to exclude materials from inclusion that are inconsistent with Section 508 of the American with Disabilities Act.
  - arrangements will be made in advance to present any necessary non-incorporated materials, either before or after the IEMC, but in every case outside of the IEMC. All materials presented or used during the IEMC must be approved and Section 508 compliant
  - FEMA is committed to making its electronic and information technologies accessible to individuals with disabilities by meeting or exceeding the requirements of Section 508 of the Rehabilitation Act (29 U.S.C 749d), as amended in 1998. Section 508 is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities.

Letter of Agreement

Page 3

2. FEMA will:


- a. Conduct virtual PCA meetings, with community officials to accomplish administrative requirements and begin the development of jurisdiction-specific exercises.
- b. In conjunction with the jurisdiction, establish a mutually agreed upon strategy/timeline for periodic communication and coordination updates/status to be used prior to course start date.
- c. Develop a community-specific IEMC and conduct the course at the location designated by the jurisdiction.
- d. Provide instructors and student course materials for the IEMC. Course material will be delivered in paperless format whenever possible.
- e. Develop all course exercise materials for the IEMC.
- f. Supplement course audiovisual and communications needs for the jurisdiction, if required.
- g. Provide course certificates to participants who successfully complete the program.

Return this completed Letter of Agreement (LOA) to:

FEMA/EMI  
IEM Branch, Room F-114  
16825 South Seton Avenue  
Emmitsburg, MD 21727

In the event that any of the conditions cannot be met, it is understood that FEMA has the option to cancel the course and will not be responsible for any expenses incurred in preparation for the training activity.


For Jurisdiction:

  
TERRY CASSIL  
Director  
Columbia-Boone County, MO

Date

6-26-2017

For FEMA:

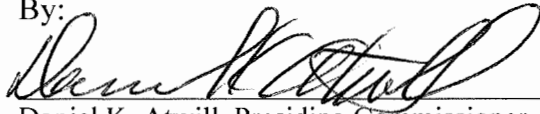
  
TONY RUSSELL, CEM  
Superintendent  
Emergency Management Institute

Date

7/2/17

**BOONE COUNTY, MISSOURI**

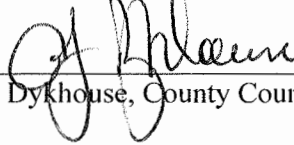
By:

  
Daniel K. Atwill, Presiding Commissioner

ATTEST:


  
Taylor W. Burks, County Clerk

APPROVED AS TO FORM:

  
CJ Dykhouse, 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.

 08/24/2017  
Auditor Date  
Travel 2702-37220 \$47,000  
Meals 2702-37230 \$9,375

## FEMA/EMI RECOMMENDED PARTICIPANT LIST

<http://training.fema.gov/iemc/iemcpos.aspx>

Mayor/County Executive	Public Works Director
City/County Manager	Assistant Public Works Director
City/County Attorney	Water Superintendent
City/County Council Members	Street Superintendent
Public Information Officer	Sewer Superintendent
School Superintendent	Building and Safety Official
Jurisdiction Elected/Appointed Official	Electric Company Representative
Jurisdiction Department Head	Gas Company Representative
Police Chief/Sheriff	Water Dept. Representative
Asst. Chief/Deputy Sheriff	Telephone Company Representative
Police/Sheriff Operations Officer	Public Works Dispatcher
State Police Emergency Operations Center (EOC) Representative	Dept. of Transportation/Highways
State Police Operations	Public/Mass Transportation
Watch Commander	Airport Manager
Corrections Officer	City/County Planning Official
Police/Sheriff Dispatcher	Finance Department
Fire Chief	Parks and Recreation
Assistant Fire Chief	Social Service Agency Case Officer
Battalion Chief	School Safety Officer
Fire Operations Officer	School Resource Officer
HazMat Specialist	Housing Department Official
Fire Marshal	Private Industry
Fire Dispatcher	Local Emergency Planning Committee Member
Public Health Director/Officer	National Guard Member
Environmental Health	Information Center Specialist
Assistant Public Health Officer	Citizen Corps Member/Community Emergency Response Team
Hospital Administrator	Volunteer Organization Active in Disaster personnel (e.g., Red Cross, Salvation Army, faith-based orgs.)
Epidemiologist	State/City/County Emergency Manager
Infection Control	Assistant Emergency Manager
Public Health Laboratory	State Emergency Management
Medical Examiner/Coroner	EOC Operations Staff
Emergency Medical Services (EMS)/ Medical Services Chief	Geographic Information System Technical Specialist
EMS Operations	
EMS Dispatcher	
Mental Health Services Specialist	

## **INTEGRATED EMERGENCY MANAGEMENT COURSE (IEMC) COURSE DEVELOPMENT INFORMATION**

The following types of information may be needed by the Emergency Management Institute IEMC staff assigned to develop the exercises for your community-specific IEMC.

1. **WEBSITE INFORMATION**
  - List of websites that are applicable to locating information about your community
  
2. **MAPS**
  - City, county, regional and state
  - Topographical and land use
  - Water
  - Sewer
  - Gas
  - Electric
  - Geographic Information System mapping of key infrastructure and facilities
  
3. **PLANS AND PROCEDURES**
  - Emergency Operations Plan
  - Standard Operating Procedures for disaster and/or emergency management operations
  - Mutual Aid Agreements
  - Applicable components of coordinating organizations' (e.g., state) plan and procedures
  
4. **RESOURCE LISTS (for all participating agencies)**
  - Vehicle/equipment resources, including identification numbers and location
  - Typical staffing for all shifts (numbers and position titles)
  - Mutual aid resources available, to include identification numbers
  - Key logistical support locations
  - Private resource inventories
  
5. **HAZARDS/RISKS**
  - Summary listing of potential hazards facing the community, to include threats relevant to specific sites and key facilities
  - Threat and Hazard Identification and Risk Assessment
  
6. **SPECIAL EVENTS**
  - List of scheduled/anticipated special events for the timeframe of the course, including sporting events, concerts, festivals, conferences, etc.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 5th day of September 20 17

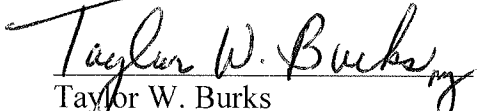
the following, among other proceedings, were had, viz:


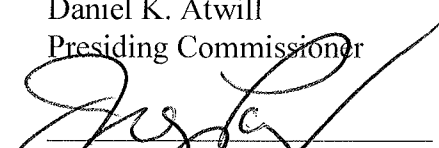

Now on this day the County Commission of the County of Boone does hereby approve the acceptance of the 2017 Emergency Management Performance Grant (EMPG) awarded from the State Emergency Management Agency (SEMA).

It is further ordered the Presiding Commission is hereby authorized to sign the attached Subrecipient Award.

Done this 5th day of September, 2017.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

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



Eric R. Greitens  
Governor

Charles A. (Drew) Juden  
Director of Public Safety

STATE OF MISSOURI

EMERGENCY MANAGEMENT AGENCY

Ernie Rhodes  
Director



DEPARTMENT OF PUBLIC SAFETY  
PO Box 116, Jefferson City, Missouri 65102  
Phone: 573/526-9100 Fax: 573/634-7966  
E-mail: mosema@sema.dps.mo.gov



August 18, 2017

Dan Atwill  
Presiding Commissioner  
Boone County  
801 Walnut, Ste 333  
Columbia, MO 65201

Dear Dan Atwill,

Congratulations, your agency has been approved for a 2017 Emergency Management Performance Grant (EMPG) award from the State Emergency Management Agency (SEMA) in the amount of \$243,341.26, of which fifty percent is local match sharing. The performance period is January 1, 2017 through December 31, 2017. A portion of the award was based upon consideration of your FY16 expenditures. Enclosed are your award documents. **You, as the authorized official must sign the grant award of contract and initial the lower right hand corner of each page of the Special Conditions to certify acceptance of this award.** You are required to return the original forms back to SEMA **no later than September 15, 2017**, to the following person and address prior to claims being paid to your jurisdiction:

State Emergency Management Agency  
Attn: Amy Lepper  
PO Box 116  
Jefferson City, MO 65102

The CFDA number for the Emergency Management Performance Grant is CFDA 97.042. Your award number is EMK-2017-EP-APP-00006-012.

This award is subject to all administrative and financial requirements as outlined in the 2017 EMPG Notice of Funding Opportunity, Grant Award Special Conditions (see attached), and the EMPG Program Manual. This includes the timely submission of all financial and programmatic reports.

Thank you for your support and cooperation with this effort. If you have any questions, please contact your Grant Specialist, Jackie Hofstetter at 573-526-9256, [jackie.hofstetter@sema.dps.mo.gov](mailto:jackie.hofstetter@sema.dps.mo.gov).


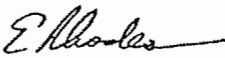

Sincerely,

A handwritten signature in black ink that reads "Ernie Rhodes".

Ernie Rhodes  
Director



A Nationally  
Accredited  
Agency

 State Emergency Management Agency 2302 Militia Drive P.O. Box 116 Jefferson City, MO 65102 Phone: (573) 526-9100 Fax: (573) 634-7966	<b>SUBRECIPIENT AWARD</b>		
	DATE August 18, 2017	Award Number EMK-2017-EP-APP-00006-012	Amendment No. N/A
GRANTEE NAME Boone County Emergency Management Agency	GRANTEE VENDOR NUMBER 43-6000349		
GRANTEE ADDRESS Dan Atwill Presiding Commissioner Boone County 801 Walnut, Ste 333 Columbia, MO 65201	ISSUING AGENCY MO State Emergency Management Agency PO Box 116 Jefferson City, MO 65102		
<b>GRANT INFORMATION</b>			
PROJECT TITLE FY 2017 Emergency Management Performance Grant	FEDERAL AWARDING AGENCY Federal Emergency Management Agency		
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO 97.042	PERFORMANCE PERIOD FROM: 1/1/2017 TO: 12/31/2017		
FEDERAL AWARD AMOUNT	\$ 121,670.63		
LOCAL COST SHARE	\$ 121,670.63		
TOTAL AWARD AMOUNT	\$ 243,341.26		
<b>CONTACT INFORMATION</b>			
<b>EMPG GRANT SPECIALIST</b>		<b>GRANTEE PROJECT DIRECTOR</b>	
NAME Jackie Hofstetter	NAME Terry Cassil, EMD		
E-MAIL ADDRESS Jackie.hofstetter@sema.dps.mo.gov	E-MAIL ADDRESS tcassil@boonecountymmo.org		
TELEPHONE 573-526-9256	TELEPHONE 573-886-7909		
SUMMARY DESCRIPTION OF PROJECT  The purpose of the EMPG Program is to make grants to locals in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri. This award is not for Research and Development. There is no indirect cost rate for this award.			
TYPED NAME AND TITLE OF OHS OFFICIAL Ernie Rhodes, Director		TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL Dan Atwill, Presiding Commissioner	
SIGNATURE OF APPROVING OHS OFFICIAL 	DATE 8/18/2017	SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL 	DATE 8-5-17
<b>THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.</b>			

# SPECIAL CONDITIONS

DATE  
August 18, 2017

AWARD NUMBER  
EMK-2017-EP-APP-00006-012

## **Article I - Acknowledgement of Federal Funding from DHS**

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

## **Article II - Activities Conducted Abroad**

All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

## **Article III - Age Discrimination Act of 1975**

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

## **Article IV - Americans with Disabilities Act of 1990**

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

## **Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All subrecipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

## **Article VI- Civil Rights Act of 1964**

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

## **Article VII - Civil Rights Act of 1968**

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part

100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

#### **Article VIII - Copyright**

All subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

#### **Article IX - Assurances, Administrative Requirements and Cost Principles**

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

#### **Article X - Debarment and Suspension**

All subrecipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

#### **Article XI - Drug-Free Workplace Regulations**

All subrecipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

#### **Article XII - Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

#### **Article XIII - Energy Policy and Conservation Act**

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

#### **Article XIV - False Claims Act and Program Fraud Civil Remedies**

All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article XV – Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

#### **Article XVI - Fly America Act of 1974**

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XVII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

#### **Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

#### **Article XIX - Lobbying Prohibitions**

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.



## **Article XX - Non-supplanting Requirement**

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or subrecipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

## **Article XXI - Patents and Intellectual Property Rights**

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

## **Article XXII - Procurement of Recovered Materials**

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **Article XXIII - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

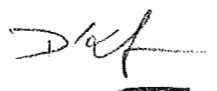
1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"). In accordance with the

statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Article XXIV - SAFECOM**

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.



**Article XXV - Terrorist Financing E.O. 13224**

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

**Article XXVI - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

**Article XXVII - Trafficking Victims Protection Act of 2000**

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

**Article XXVIII - Rehabilitation Act of 1973**

All subrecipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

**Article XXIX - USA Patriot Act of 2001**

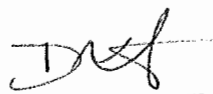
All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose

**Article XXX - Use of DHS Seal, Logo and Flags**

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article XXXI - Whistleblower Protection Act**

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.





### **Article XXXII - SEMA Specific Acknowledgements and Assurances**

All subrecipients must acknowledge and agree to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Subrecipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are delinquent.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the SEMA.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the SEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

### **Article XXXIII- Disposition of Equipment Acquired Under the Federal Award**

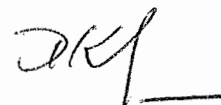
When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by SEMA, you must request instructions from SEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

### **Article XXXIV - Prior Approval for Modification of Approved Budget**

Before making any change to the SEMA approved budget for this award, you must request prior written approval from SEMA by requesting a Contract Adjustment.

### **Article XXXV - Incorporation by Reference of Notice of Funding Opportunity**

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained under the 2017 Notice of Funding Opportunity and the Missouri 2017 EMPG Program Manual.



### **Article XXXVI – Buy American and Hire American**

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C §§ 8301-8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

### **Article XXXVII – Other Special Conditions**

1. Sub-recipients are required to ensure that all EMPG funded personnel complete the following DHS/FEMA training courses within twelve (12) months of hire and record proof of completion, IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242 IS 244, IS 700, IS 800 and L-146 HSEEP\*.
2. Sub-Recipients of 2017 EMPG funding are required to ensure that all EMPG funded personnel actively participate in three (3) exercises during the performance period. Jurisdictions must identify planned quarterly activity to meet these requirements on the 2017 EMPG application and Status Reports. Failure to comply with this requirement could result in claim payments being held until the requirement is met.
3. Subrecipients are required to use WebGrants (<https://dpsgrants.dps.mo.gov/>) to submit Quarterly Status Reports and Claim Requests. Sub-recipients are encouraged to submit Claim Requests throughout the quarter to allow for more up-to-date tracking of grant progress and prevent reimbursement delays.

Status Reports and Claim Requests for each billing period are due to SEMA as follows:

- a. Quarter 1 (January 1 to March 31) and Quarter 2 (April 1 to June 30): Due July 15, 2017
  - b. Quarter 3 (July 1 to September 30): Due October 15, 2017
  - c. Quarter 4 (October 1 to December 31): Due January 31, 2018
4. Subrecipients must maintain an annual Training and Exercise Plan (TEP) and participate in Threat and Hazard Identification and Risk Assessment (THIRA) updates.

\*EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises must complete L-146 HSEEP within 24 months of hire and record proof of completion.

